



GLASSHOUSE PORT MACQUARIE

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GLASSHOUSE VENUE HIRE AGREEMENT PART B

Standard Terms and Conditions of Hire

VERSION: 7 July 2020



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Please note: The following Standard Terms and Conditions document forms part of the two part Agreement for Glasshouse Venue Hire which contains the Venue Hire Agreement (Part A) and this document being the Standard Terms and Conditions of Hire (Part B). The Standard Terms and Conditions apply to the parties named in the attached Agreement.

WHEREAS THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

In these Standard Terms and Conditions of Hire, herein referred to as Part B and the Venue Hire Agreement herein referred to as Part A hereto, unless the context of subject matter otherwise dictates or requires, the following expressions shall have the meanings hereby assigned to them: -

“Activity” means project, exhibition, conference, event, performance or other agreed undertaking forming the agreed use as described in Part A of the Agreement;

“Agreed” means agreed in writing from time to time between Glasshouse Management and the Hirer;

“Agreed Use” means the activity specified in Part A of the Agreement and includes any access to associated areas that Glasshouse Management may grant to the Hirer or his agents or servants or employees or contractors for the preparation of any event including but not limited to exhibition, display, performance or series of performances or for any other purpose;

“Approved” means approved in writing from time to time by the Glasshouse Management;

“Authorised Officer” means a person determined by the Glasshouse Management as having particular authority. This may include but is not limited to the Venue Supervisor or Duty Manager;

“Booking” means reservation to use the Venue for an Activity.

“Business Day” means any day other than a Saturday, Sunday, public, bank or other gazetted holiday in New South Wales, Australia;

“Cancelled” in relation to the agreed use means the failure by the Hirer to proceed with the agreed use or any part thereof due either to a breach by the Hirer of the provisions of these Standard Terms and Conditions of Hire which may or may not result in the revocation by the Glasshouse of the license granted herein, or any other reason whatsoever;

“Venue Hire Agreement or Part A” means that part of the Agreement entitled Part A (inclusive of any attached schedules);

“Glasshouse” means Glasshouse Port Macquarie located at 30-42 Clarence Street Port Macquarie NSW Australia 2444 Lots 21 & 22 DP 868598 & SP12292. Glasshouse Port Macquarie BN 98273120 as a trading entity of Port Macquarie-Hastings Council ABN 11 236 901 601;

“Glasshouse Box Office” means the department of the Glasshouse acting as an agent for ticket sales;

“Glasshouse Management” means the person(s) authorised by the Glasshouse to manage the Premises;

“Glasshouse Staff” means any person employed by Port Macquarie-Hastings Council for placement at the Glasshouse whether on wages or casual rates or piecework rates or a person under contract to Port Macquarie-Hastings Council;

“Hirer” means the person or body specified in Part A of the Agreement, and includes but is not limited to their servants, agents, employees, contractors;

(a) “Commercial Hirer” is any hirer holding an activity, which is held for profit (this may in some circumstances include NFP organisations where the event clearly has a commercial mandate);

(b) “Non Commercial Hirer (Community)” as a local group generally within or from the Port Macquarie-Hastings Council Local Government Area or association which generally does not include professional personnel and is usually not for profit (NFP) association and generally includes school groups;

“Hiring Period” means the period as specified in Part A of the Agreement commencing on the licence commencement date and ending on the licence expiration date. If Glasshouse Management permits the Hirer to have access to the venue prior to the licence commencement date the Hiring Period will commence from when approved access commences;

“MEAA” means the Media, Entertainment and Arts Alliance.

“Premises” means any part of property (internal or external) owned and operated by the Glasshouse;

“Schedule of Fees & Charges” means those fees and charges applied by the Glasshouse at the time of Hiring Period and may vary from those included at date of issue of the Agreement. All references to sums of money are references to sums in Australian currency and all payments to be made will be made in Australian currency;

“Technical Services Questionnaire” means the questionnaire provided by the Glasshouse requesting information pertaining to the technical presentation of the agreed use named in the Agreement;

“Venue” means that part of the Glasshouse referred to in Part A of the Agreement as named and identified in a plan kept at the Glasshouse administration offices.

2. INTERPRETATION

In these Standard Terms and Conditions of Hire (Part B) and Venue Hire Agreement (Part A) hereto unless the context of subject matter otherwise dictates;

Words importing the singular shall include the plural and vice versa and reference to one gender shall include all genders;

- 2.1. Where two or more persons are Hirers these Standard Terms and Conditions of Hire shall bind the Hirers and any two or greater number of them jointly and each of them severally and shall also bind the executors, administrators and permitted assignees of them and every two or greater number of them jointly and severally;
- 2.2. Headings herein are for convenient reference only and shall not in any way control or affect the construction of these Standard Terms and Conditions of Hire or any clause thereof;
- 2.3. If there is any inconsistency between this document, Part B and the Venue Hire Agreement (Part A) then the clauses of Part A will prevail;
- 2.4. The Glasshouse reserves the right to vary, amend, delete, make additions, changes comment or other amendments whatsoever to the following terms and conditions without notice as permitted to the extent of any applicable Australian state or federal law and/or act;
- 2.5. These Standard Terms and Conditions of Hire will be interpreted and construed and the rights of the parties will be determined in accordance with the law of the State of New South Wales, Australia and do not preclude any rights under relevant law, which cannot be excluded, restricted or modified by agreement;
- 2.6. Port Macquarie-Hastings Council may at any time apply specific terms and conditions in addition to these Standard Terms and Conditions of Hire.

3. VENUE BOOKINGS

- 3.1. Booking Procedure
 - 3.1.1. A venue hire pencil booking (hold) will be held without obligation for a period of 90 days. After 90 days, the Hirer will be required to confirm and contract their Booking and pay the deposit. If at this time the hirer does not contract their Booking and pay the deposit, Glasshouse Management reserves the right to release the date(s).
 - 3.1.2. If a subsequent venue hirer wishes to place a Booking on date(s) already held, the hirer holding first pencil will be given 2 business days (48 hours) notice to release the date or confirm and contract the Booking and pay the deposit; If a deposit remains unpaid after an additional 48 hours then Glasshouse Management reserves the right to release the original hold to the subsequent hirer.
 - 3.1.3. Recurrent (weekly/monthly/annual) Bookings and dates are not available at the time of initial Booking;
 - 3.1.4. The Hiring Period covers any/all occupancy of the venue and must include set up/set down times;
 - 3.1.5. All venue hires will be subject to a minimum hire fee and/or minimum hire time as approved and gazetted by Port Macquarie-Hastings Council from time to time. The Schedule of Fees and Charges forms part of these Standard Terms and Conditions of Hire. The Hire Fee refers to all charges as estimated based on your venue hire arrangements. This may include but is not limited to venue hire, staff costs, marketing costs and equipment charges. Cost estimates are based on current costs and are subject to change upon reasonable notice;
 - 3.1.6. Following verbal or written communication of your intention to hire the venue you will be forwarded the Glasshouse Venue Hire Agreement. The hirer then has 15 days from the issue of the Venue Hire Agreement to return the signed Agreement, together with the deposit of 50% of the venue hire fee in order for your

Booking to be confirmed. If the signed Venue Hire Agreement and deposit are not received within this time Glasshouse Management reserves the right to release the date(s) to another hirer.

- 3.1.7. Subject to the provisions of the Agreement the Glasshouse grants to the Hirer license and authority to use and occupy the Venue for the purpose only of the Agreed Use and the Hirer agrees to undertake such use accordingly;
- 3.2. The Hirer may not, under any circumstance sub let any space within the Venue or any other space within the Premises.

4. PAYMENTS

The Hirer will pay to the Glasshouse the amounts specified in Part A at the time and in the manner specified:

- 4.1. The Hirer shall upon the signing of the Agreement pay a deposit to the value of fifty percent (50%) of such amount as is specified. The Hirer grants a charge over the said deposit in favour of Port Macquarie-Hastings Council as security for all monies payable by the Hirer under the Agreement. The Glasshouse may apply the security deposit for or towards the discharge or payment of any liability of the Hirer to the Glasshouse;
- 4.1.1. A refundable deposit of \$200.00 for extra cleaning costs may be required. This will be determined based on the agreed use as specified in Part A at the discretion of Glasshouse Management. If required the cleaning deposit must be received not later than 5 business days prior to the Booking date;
- 4.1.2. Provided that the Hirer shall have complied with the Standard Terms and Conditions of Hire the security deposit or such balance thereof as remains after any deductions for payments as provided herein shall be repaid to the Hirer;
- 4.1.3. In the event of the Agreed Use extending beyond the time or expiration of the license (as specified in Part A) the Hirer will pay to the Glasshouse a further amount for each half hour or part thereof during which the agreed use extends beyond the time of expiration of the license;
- 4.1.4. If at the Hirers request any single nights are omitted during the Hiring Period (as specified in Part A) the Hirer will be liable for payments of the normal rental except when such omission is due to a prior Booking or the date is taken up by another Hirer;
- 4.1.5. Activities held on public holidays are subject to a surcharge on all labour. An additional labour surcharge also applies on Sundays and between the hours of 11pm - 8am and when overtime is worked;
- 4.1.6. The Hirer covenants and agrees with the Glasshouse it shall, at the conclusion of the Hiring Period or at such other time as may be determined by Glasshouse Management, pay to Port Macquarie-Hastings Council:-
- a) Any costs incurred for staff provided by the Glasshouse for the Hirers use or as are considered necessary to meet the Hirer's requirements, at the applicable labour charge out rates as specified the Glasshouse Gazetted Fees and Charges. The Glasshouse reserves the right to specify a minimum number of staff to be engaged or present during any agreed use;
 - b) Any amount of any cost or expense additional to that normally incurred by the Glasshouse for the purpose of maintaining the venue(s) in respect of the licence in a clean and sanitary condition including the cost of waste disposal. Any incurring of such additional cost or expense will be at the sole discretion of Glasshouse Management;

5. CANCELLATION

- 5.1. The Glasshouse is not responsible for the interruption or cancellation of Bookings due to circumstances beyond its reasonable control. Port Macquarie-Hastings Council will not be liable for any costs related whatsoever to the cancellation of Booking regardless of whether the Glasshouse cancels or the Hirer cancels the Booking.
- 5.2. In addition to clause 21, Glasshouse Management may cancel a Booking for any reason, including due to circumstances beyond its control which either prevent the Venue being used for its intended purpose or prevent patrons attending the Venue. Glasshouse Management must provide the Hirer with reasonable notice of any cancellation under this clause. If the Glasshouse cancels the use of the Venue under this clause then it is entitled to recover from the Hirer such costs and expenses as it has incurred in marketing an Activity for the Hirer and the Hirer must pay ticket cancellation fees at the equivalent rate to the Booking fee per ticket.
- 5.3. If the Venue Hire is confirmed by a signed Part A and the deposit has been paid, and then cancelled by the Hirer, the Hirer will be liable for percentage payments of the Fees and Charges as follows:-
- 5.3.1. 0 - 14 days prior to the License Commencement Date: 100% of the Total Event Charges

- 5.3.2. 15 - 29 days prior to the Licence Commencement Date: 50% of the Total Event Charges
- 5.3.3. 30 - 90 days prior to the Licence Commencement Date: 25% of the Total Event Charges
- 5.3.4. more than 90 days prior to the Event Date: a \$300 cancellation fee in addition to any costs incurred by the Glasshouse, pursuant to an agreement with the Hirer for this Agreed Use..
- 5.3.5. Ticket cancellation fees are applicable at the equivalent rate to the Booking fee per ticket.

6. CATERING

- 6.1. The Hirer must use the Glasshouse preferred caterer and Glasshouse quoted rates unless agreed otherwise by Glasshouse Management;
- 6.2. Confirmation of catering arrangements will be as agreed between the Hirer and The Glasshouse and are defined by the Terms and Conditions outlined in the Corporate Functions Menu. The Glasshouse is not liable for any default by either the Hirer or the preferred caterer in the provision of catering services in connection with the agreed use.

7. LIQUOR

- 7.1. The Hirer must not and must ensure that its agent's, employees and contractors do not for the purpose of either their own consumption or use; or resale bring onto or receive or provide on the Premises any liquor. All service and consumption of alcohol must be in line with Liquor Licence conditions imposed on the Glasshouse by the NSW Office of Liquor, Gaming and Racing, Australia. A copy of these conditions is available upon request.
- 7.2. Hirers and all associated staff, third parties, machinery operators, trades staff and technical operators etc are not permitted to consume or be under the influence of alcohol while undertaking any professional duty.
- 7.3. With the exception of official functions no alcohol is permitted in any back of house area or onstage.

8. CONDITIONS OF ENTRY

- 8.1. **General Conditions**
The Hirer shall abide by the General Conditions of Entry and Refusal of Entry displayed at each point of entry to the Glasshouse which apply to all persons within the Premises.
- 8.2. **Jeopardising of Licenses**
The Hirer shall not do or suffer to be done anything whereby any license or permit issued or in force in respect of the lawful administration or management of the Glasshouse may be or become liable to be forfeited or suspended or refused renewal;
- 8.3. **Direction**
 - 8.3.1. any users of the Glasshouse will in all respects observe and comply with any / all By-Laws of the Glasshouse in force at the time of their use of the Glasshouse premises, equipment and or facilities and abide by all Port Macquarie-Hastings Council Policies, Glasshouse Terms and Conditions; and
 - 8.3.2. must follow any instruction given by Glasshouse Management or authorised officer
- 8.4. **Removal**
 - 8.4.1. Glasshouse Management has the right to request the removal from the Premises of any person behaving in a disorderly manner. Glasshouse Management may request the Hirer to cease an activity if disorderly and unacceptable conduct occurs. It is up to Glasshouse Management to use his/her discretion on all occasions as to the running of the activities on the Premises; and
 - 8.4.2. Hirers are not to do or omit to do anything or permit their agents, contractors or employees to do anything which is of a nuisance or annoyance to Glasshouse Management or other users of the Premises or which in the opinion of Port Macquarie-Hastings Council is dangerous, disorderly, riotous, noxious, offensive, illegal, immoral, objectionable or is likely to bring the Glasshouse, Glasshouse Management or Port Macquarie – Hastings Council into disrepute. Any such behaviour will result in immediate removal from the Premises. Any illegal activities will be reported immediately to the relevant authority.
 - 8.4.3. All public announcements or media contact regarding the Premises, this Agreement or any arrangement between the Glasshouse and the Hirer in connection with the Agreed Use must be managed by the Glasshouse. The Hirer must not make any public announcement or statement, or issue any information, document or article for publication in any media, concerning the Premises, this Agreement or any arrangement between the Glasshouse and the Hirer in connection with the Agreed Use, without the prior written consent of the Glasshouse.

- 8.4.4. The Hirer must notify the Glasshouse Management immediately and follow up in writing within 24 hours if a journalist or media representative contacts the Hirer in relation to the Premises, this Agreement or any arrangement in connection with the Agreed Use.
- 8.4.5. For the avoidance of doubt nothing in this clause 8 prevents the Hirer from marketing and promoting the Activity to take place at the Premises.
- 8.4.6. If the Hirer make an announcement, public statement, or issues any publication, document, statement or any article in any media that is disparaging to the Premises, Glasshouse or Port Macquarie-Hastings Council, without prior written approval and contrary to this clause, Glasshouse may revoke or discontinue any license for the Agreed Use pursuant to clause 21.1.2.

8.5. **Supervision**

- 8.5.1. Hirers are responsible for ensuring that at all times their agents, contractors, employees, licensees and invitees are properly supervised and under the control of a representative of the Hirer. Any such person(s) shall observe and comply with all instructions given by Glasshouse Management and with the provisions of the Venue Hire Agreement.
- 8.5.2. The Hirer must provide Glasshouse Management with the name and contact details of the Hirer's authorised representative if the Hirer is not present for the duration of the licence period;
- 8.5.3. The Hirer shall at all times observe and comply with the provisions of all industrial agreements, awards and determinations as regards any person or persons engaged or employed in connection with the agreed use.
- 8.5.4. Glasshouse Users are responsible for providing adequate duty of care and supervision for all person(s) under the age of 18 brought onto the premises as a result of their activities undertaken at the Glasshouse. Where the Duty Manager deems insufficient supervision has been provided, the Glasshouse will at full cost to the Hirer, provide additional personnel to the satisfaction of Glasshouse Management. If a user contracts a person/organisation to operate child care facilities on the premises, they must ensure that the appointed person / organisation holds the appropriate qualifications and licences. Copies of these licence and insurance certificate(s) must be supplied to Glasshouse Management prior to any child being placed in care;
- 8.5.5. The Glasshouse reserves the right to specify a minimum number of staff to be engaged or present during any activity. Any costs incurred for staff provided by the Glasshouse at request of the User or as considered necessary by Glasshouse management will be borne by the User at the applicable labour rates as indicated in the Schedule of Fees and Charges

8.6. **Waste Removal**

The Glasshouse provides a base level of cleaning and waste management for all hirers. Additional or Heavy Use of this service will be at cost to Hirers. If goods or rubbish are left in the loading dock or common areas without approval from the Venue they will be removed at the Hirers expense.

Hirers must dispose of all waste generated by their activities in the most environmental sensitive manner. The Glasshouse encourages waste minimisation and wherever possible waste materials should be reused or be recycled. No chemical, slurries or paint must be allowed to enter the drainage system. Disposing of any waste matter in a manner contravening the Environmental Protection Act will result in the User being reported to the appropriate authority.

9. **NON EXCLUSIVITY**

9.1. **Right of Entry**

Glasshouse Management or Authorised Officers shall have the right to enter at any time any room or area or part of the Premises in respect of which this license is granted.

9.2. **No Interference**

The Glasshouse may use the Venue at any time or times as the Hirer shall not be using the same for his own rehearsals or performances and by mutual agreement in such a manner that the Glasshouse's usage shall not interfere with the Hirers agreed use;

9.3. **Limits of Hiring**

The Hirer acknowledges and agrees that parts of the Premises, other than the Venue, may be in use by third parties contemporaneously with the Hirer's use. Glasshouse Management may use or permit others to use any other part of the Premises for any other purpose at the same time as the Hirer is occupying or using the Venue(s) specified in the Venue Hire Agreement (Part A). The Glasshouse Management or Authorised Officers may issue directions, either verbally or in writing as to the Hirer's use of facilities, equipment or any shared spaces such as toilets, access ways or break out areas, foyers or back of house areas and the Hirer must promptly comply with those directions and cooperate with other third parties using those shared spaces.

10. ACCESS TO FACILITIES

The Hirer further agrees with the Glasshouse as follows:

10.1. No Tenancy or Assignment

The use of the Premises or part of the Premises in respect of which the license is granted shall not be exclusive and the possession of the Glasshouse will remain with Port Macquarie-Hastings Council. These Standard Terms and Conditions of Hire shall not in any way create a tenancy between the Glasshouse and the Hirer nor shall the Hirer be entitled to assign the benefits of these Standard Terms and Conditions of Hire or any rights given hereunder without the prior written consent of Glasshouse Management;

10.2. Facilities Provided

The Glasshouse may at its discretion make available for the use by the Hirer, at the Hirer's cost in all respects, such facilities equipment additional areas and services as are required by the Hirer provided always that the Glasshouse shall not be responsible for the adequacy or suitability of such facilities, equipment, additional areas or services;

10.3. Access

Subject to clause 9.3, the Hirer may at any time during the licence period have access to all parts of the Premises that are necessary for the Agreed Use but not including those parts used by the Glasshouse's administration and control rooms other than those essential to the Agreed Use and allocated to the Hirer for that purpose;

11. SAFE AND PROPER USE

11.1. Safe and Proper Use of Glasshouse

The Hirer will use the Premises and its facilities and its equipment in a safe proper and efficient manner to the satisfaction of Glasshouse Management and will immediately comply with any direction given by Glasshouse Management or authorised officer in connection with the safe and proper use of the premises and its facilities and equipment and the Hirer will:-

- a) ensure all agents and servants are knowledgeable of/and observe, all procedures as outlined in the Glasshouse Site Induction and Safety Handbook and;
- b) leave the Premises and its facilities and equipment in a clean safe and proper condition to the satisfaction of Glasshouse Management or authorised officer;

11.2. Alterations

The Hirer will not make any alterations or additions to the structure or the fittings or decorations or furnishings or facilities or equipment of the Glasshouse;

11.3. Additions

The Hirer will not provide any additional decoration or furnishings to the Glasshouse unless the same shall have been previously approved by Glasshouse Management and the Hirer shall immediately after the agreed use (or if agreed immediately after a series of events or performances) remove all such additional decoration or furnishings;

11.4. Capacity

The Hirer shall comply at all times with the Glasshouse Population Management Plan and/or other BCA requirements as directed by Port Macquarie-Hastings Council. Copies of these plans are available on request. Building and health regulations do not permit audience numbers to exceed the certified occupancy or seating capacities of the various venues. In accordance with this plan the following conditions apply:-

- a) The Hirer will be required to determine the capacity appropriate to their requirements in consultation with venue sales and booking staff; and/or
- b) Glasshouse Management reserves the right to refuse a Booking on the grounds of health and safety; and/or
- c) Glasshouse Management reserves the right to restrict entry to the venue once the legal occupancy capacity has been reached and to put in place at the cost to the hirer any systems required to enforce legal occupancy capacities; and/or
- d) Licenced crowd control personnel shall be engaged by the Glasshouse on behalf of the Hirer, if the Glasshouse Management considers it necessary. The cost for engagement of crowd control personnel will be borne by the Hirer.
- e) Licenced security personnel shall be engaged by the Glasshouse on behalf of the Hirer, if the Glasshouse Management, considers that security is necessary. The cost for engagement of security personnel will be borne by the Hirer.

11.5. Sound Levels

Glasshouse Management reserves the right to exercise control of sound levels within the Glasshouse. Hirers shall comply with the reasonable determinations of Glasshouse Management or Authorised Officers in relation to sound level limits within the Premises. Reasonable determinations are made in line with the Conditions of Consent of the Place of Public Entertainment Licence applicable to the Glasshouse and as defined by the NSW Environment Protection Authority. Any noisy works and works that generate vibrations are to be completed in times approved by Glasshouse Management.

Glasshouse Management reserves the right to stop work in cases of excessive sound level or vibration or where they believe any personal safety or other venue activities are compromised.

11.6. Fireproofing - Schedule 3A Environmental Planning and Assessment Regulation 2000 P13

The Hirer shall not bring onto the premises any scenery, curtains or properties to be used in connection with any Agreed Use unless the items have been fireproofed in accordance with the prevailing Fire Code in the State of New South Wales, Australia and are maintained by the Hirer in a fireproofed condition to the satisfaction of the Glasshouse Management whilst the items are on the premises;

11.7. Traffic Management

The Hirer shall not bring onto the Premises any vehicle without prior consent and arrangements from Glasshouse Management. All vehicular movement on site must be managed in line with strict traffic management protocols and under escort of Glasshouse traffic management staff.

11.8. Obstructions

The Hirer shall not obstruct any stair, exit or path of travel within the Premises. This includes all open spaces within the building ie: foyers, public spaces, back of house passageways

11.9. Displays

Hirers must abide by the Glasshouse, Terms and Conditions of Displays when designing and installing display or exhibits in any part of the Premises. A copy of these is available upon request. Glasshouse Management reserves the right to refuse installation or demand removal of any exhibit / installation it deems unsafe or in breach of any terms and conditions.

12. AGREED USE

12.1. Date/Time and Number of Activities

Any activity covered by these Standard Terms and Conditions of Hire will be held on the date or dates and times as referred to in Part A and only in such numbers as are agreed;

12.2. Commencement

The Hirer will not commence any Activity earlier or later than the starting time or times specified in Part A of the Venue Hire Agreement unless such change of time shall have previously been approved in writing by the Glasshouse Management;

12.3. Use of Public Spaces

The Hirer shall not use any front of house area for any purpose other than egress unless otherwise approved by Glasshouse Management

12.4. Suspension of Activity

The Glasshouse which shall be at liberty to suspend or control to any extent and in any way it may deem necessary any performance or usage which in its judgment is not in accordance with the provisions of these Standard Terms and Conditions of Hire but without rendering Port Macquarie-Hastings Council, the Glasshouse or Glasshouse Management or any other authorised person liable in damages in respect of such suspension or control;

13. PERMITS AND LICENCES

13.1. Glasshouse Hirers must have in place all necessary permits, licenses and rights required to undertake their activities at the Premises and are responsible for the payment of any taxes, levies and charges payable to any authority or third party in connection with such activities;

13.2. Hirers shall not conduct any raffles, lotteries gaming, collections or solicitation whether for charity or otherwise on the Premises without prior written consent from Glasshouse Management. Consent will only be provided in line with conditions for these activities imposed by the NSW Office of Liquor, Gaming and Racing, Australia. For more information go to www.olgr.nsw.gov.au

13.3. Activities at the Glasshouse may be subject to Health Department checks. Glasshouse Hirers must abide by all safety regulations and / or licences as required in accordance with the provisions of the Public Health Act, Local Government Act or Ordinances, and any regulations, orders or controls made under those Acts.

13.4. Glasshouse Management reserves the right to cancel the Hirer's Activity should:

- 13.4.1. the Hirer and/or any subcontractor or employee of the Hirer have not taken all reasonable steps to obtain any relevant licence(s), insurance(s) or statutory requirement(s) for the Activity being undertaken, or
- 13.4.2. should the Activity not comply with the provisions of the Public Health Act, Local Government Act or Ordinances, and any regulations, orders or controls made under those Acts.

14. COPYRIGHT / BROADCAST

14.1. Performing Rights Copyright and Moral Right of any Author of Any Work

The Hirer shall not infringe or breach or permit or suffer to be infringed or breached any copyright, moral right, or performing or any other intellectual property right in connection directly or indirectly with the Agreed Use. If the Hirer provides material

to the Glasshouse for the purposes of Glasshouse marketing an Activity, the Hirer warrants that the supply of such material shall not breach any copyright, moral right, performing or other intellectual property right. The Hirer must produce evidence of the necessary authorities / consents from the owner of any copyright or other intellectual property right and the author of the work to be performed (if different from the copyright owner) of any material supplied to the Glasshouse or for any Activity which uses works (other than those where all intellectual property is owned by the Hirer) and the intellectual property in those other works vests in another party. The Hirer indemnifies the Glasshouse and Port Macquarie-Hastings Council against any loss incurred by it as a consequence of the Hirer providing material to the Glasshouse or undertaking any Activity in breach of any copyright, moral right, performing or intellectual property right. Without limitation to this indemnity, the Hirer must promptly pay all or any royalties to the Australian Performing Right Association or any other like bodies or to any person entitled to be paid royalties as they fall due.

14.2. **Sound or Television**

The Hirer shall not transmit or produce or permit or allow the transmission or reproduction by television or sound broadcast or by any other means any of the performance or part thereof unless the same shall have been previously approved in writing by Glasshouse Management. When approval has been granted for a performance to be recorded or transmitted, including but not limited to radio or television transmission or film, video or audio recording, and whether transmitted live or recorded for later transmission, exhibition, distribution or sale, all publicity and advertising must clearly state that such is the case; and

In the event of any performance being broadcast from the Glasshouse whether it be by or for radio or television and whether it be broadcast live or taped a fee as specified by the MEAA will be payable - all production employees who perform work on that performance will receive a recording allowance of 15.9% of the standard rate in addition to the rate they would otherwise have received for that performance, provided that:

- i. The recording allowance will only be paid when the recording transmission takes place during a performance;
- ii. One payment will only be made under the provisions of MEAA Broadcast Conditions sub-clause 44.2(a) even though recording of a production may take place over a series of performances;
- iii. where a performance is recorded for sound only or transmitted by radio only, the provisions of MEAA Broadcast Conditions sub-clause 44.2(a) will apply to sound technicians only;
- iv. the provisions of MEAA Broadcast Conditions clause 44.2(a) will not apply to:
extracts of a performance or performances which are recorded or transmitted for news, publicity or promotional purposes, including paid television or radio commercials for that performance or season of performances; a performance or performances which are recorded for training, educational or archival purposes, provided that the hirer undertakes in writing to the employer that such recordings will not be used for public broadcast, exhibition, distribution or sale; and occasions when the only purpose of the hiring is the recording or transmission of a performance, even though a non-paying audience may be present; the recording allowance is not to be recorded as ordinary pay for the purpose of this award insofar as the calculation of overtime, penalty, shift and annual leave loading payments are concerned; or where the employer proposes an exclusion from payment of the recording allowance as provided for in MEAA Broadcast Conditions sub-clause 44.2(a)(iv), the employer will provide all production employees with seven days' notice of any such performance provided that where such recording or transmission is arranged with less than seven days' notice, all production employees will be provided with notice as soon as arrangements for the relevant recording or transmission are made.

15. **PLANT AND ELECTRICAL INSTALLATIONS**

- 15.1. Hirers shall not carry out any work on, interfere with or overload any fittings, connectors or equipment relating to the supply of water, gas, electricity, heating, cooling or lighting to any part of the Premises;
- 15.2. Where any of the things referred to in clause 15.1 have been damaged and the Hirer is responsible therefore, the Hirer shall be deemed to have failed, neglected or refused to make good and repair such damage and Glasshouse Management shall be at liberty to proceed accordingly.
- 15.3. The Glasshouse shall not at any time be in any way or on any ground whatsoever liable for the failure or non-working of the air conditioning plant, the electric plant and/or the electrical fittings contained in the premises or for the non-supply of electric power or light to the Premises.

16. **GLASSHOUSE EQUIPMENT**

16.1. **Technical Services Requests**

Where using or altering Glasshouse 'in house' technical equipment the Hirer shall restore at his own cost all sound lighting and staging apparatus to the basic standard arrangement to the satisfaction of Glasshouse Management or authorised officer.

16.2. **Vacating the Glasshouse**

The Hirer shall directly after the last activity of the Agreed Use remove from the Premises all his sets costumes properties and equipment together with all other goods of any kind brought onto the Premises by the Hirer;

16.3. **Failure to Remove Equipment**

In the event of the Hirer failing to remove any or all of his sets and costumes and properties and equipment and goods and materials from the Premises at the time of expiration of the Hiring Period, Glasshouse Management may at the sole risk and expense of the Hirer remove the same. In the further event of the Glasshouse providing storage for same it may charge to the Hirer, and the Hirer will pay Port Macquarie-Hastings Council, the storage charges incurred by the Glasshouse or if stored by the Glasshouse itself the normal and prevailing market cost payable in respect of such storage;

16.4. Dangerous Goods Schedule 3A Environment Planning and Assessment Regulation P1

Hirers shall not bring on to the Premises any flammable, volatile, explosive or dangerous substances, including pyrotechnics and chemicals, without the prior written consent of Glasshouse Management. Glasshouse Management will insist on the removal of any dangerous good or hazardous substance that has not been approved for use on the premises or is being misused. Hirers are responsible for supplying the Dangerous Goods Register and Material Safety Data Sheet/s (MSDS) for all hazardous substances and dangerous goods brought on to the Premises.

16.5. Hirers engaged in the following must receive written approval from Glasshouse Management prior to undertaking the activity on the premises: use of naked flame / flammable substances/ Hot Work/ pyrotechnics/ strobe lighting / lasers/ helium balloons / weapons/ /smoke, haze or snow machines. Approval will not be given for any activity requiring the discharge of ammunition from a firearm, the use of any material or thing giving off a level or heat or toxicity that poses a threat of harm, the use of any sharp implement or weapon that poses a threat of harm or the screening of nitrate film.

17. PROHIBITED ACTIVITIES

17.1. Smoking

The Glasshouse is governed by the Port Macquarie-Hasting Council Smoke Free Environment Policy and is legally obligated to control exposure to environmental tobacco smoke through the *Smoke Free Environment Act 2000* and the *Occupational Health and Safety Act 2000*. Smoking is prohibited at the Glasshouse and within 10m of any doorway, window or air intake where smoke may enter the Glasshouse.

17.2. Substances

It is prohibited for any person to use, sell, purchase or be under the influence of any illegal substance on Glasshouse premises (including external areas). If persons are taking prescription medication that may affect their safety or the safety of others they should refrain from undertaking any activities at the Glasshouse. The use of any prescription drug without medical direction is considered to be a breach of this policy.

17.3. Animals

With exception of Assistance Animals* any animal visiting the site or used in any activity undertaken on the premises must have prior consent from Glasshouse Management and must be expertly cared for. The owner must take full responsibility for the animal(s) and must demonstrate compliance with relevant animal protection and welfare requirements. Any one found mistreating animals will be reported to the appropriate authorities.

*Assistance animals are defined by legislation to include Guide Dogs, hearing dogs and any other animal specially trained to assist a person with a disability. (For further definition of an assistance animal, see the Disability Discrimination Act and DDA guidelines or contact the Human Rights & Equal Opportunity Commission for advice.)

18. EMERGENCY SERVICES

18.1. The Hirer, his agents and servants will not hinder or obstruct in the exercise of their duties at the Glasshouse any member of the medical or nursing profession, police force or security officer employed or authorised by the Glasshouse or fire brigade, ambulance service, first aid service or other emergency evacuation procedures; and

18.2. Hirers must not obstruct or interfere with aisles, entrances, exits, electrical cupboards, emergency lighting, fire extinguishing equipment and fire alarms in the premises or do anything which might in any way endanger nor omit to do anything reasonably required to prevent danger to the Glasshouse, or any person;

18.3. The Hirer shall ensure all his agents and servant on the premises are familiar with all Emergency procedure as outlined in the Glasshouse Site Safety and Induction Handbook and will observe the Glasshouse's internal security and emergency evacuation procedures;

18.4. The Hirer agrees when requested by Glasshouse Management to insert into any official programme or to otherwise announce any emergency evacuation procedure as may be determined by the Glasshouse Management

18.5. Glasshouse Management may without notice revoke or discontinue the licence if at any time in the opinion of Glasshouse Management;

18.5.1. there exists emergency in the Premises due to an actual or imminent occurrence that causes or threatens to cause loss of life or injury or distress to persons or danger to the safety of the public or destruction of or damage to property;

18.5.2. or the Premises is required, requisitioned or resumed for the use of a Government or public authority for any public purpose by reason of emergency;

18.5.3. or the Premises is damaged or destroyed by act of war or in the course of resisting or repelling such action or is being repaired, remedied or made good or attempts are being made to do so as a result of such action;

18.5.4. or a breach of copyright is being committed;

- 18.5.5. or the use of the Venue and / or Premises for the Agreed Use in respect of which this licence and authority is granted, prohibited obstructed or hindered by reason of any industrial action or act of God or civic disorder;

19. LOSS AND DAMAGE

19.1. Notification of Loss

The Hirer shall notify Glasshouse Management immediately on becoming aware of any damage or loss to the premises, its facilities or equipment and of any injury to any person whatsoever in the Glasshouse;

19.2. Third Parties

Port Macquarie-Hastings Council is not responsible for the loss, damage or theft of any property or money belonging to Glasshouse Hirers and / or their associated third parties. The Hirer indemnifies Port Macquarie-Hastings Council in relation to any losses, claims, damages or demands for payment arising from any breach of copyright, infringement of moral rights, or other unlawful use of the intellectual property in the course of use of the premises;

19.3. Protection of Surfaces

The Hirer shall carry out any direction given by Glasshouse Management for the protection of floors and other surfaces as deemed necessary by Glasshouse Management and the full costs associated with such protection will be borne by the Hirer;

- 19.4. All equipment, furniture, fittings and any other property of the Glasshouse remains the property of Port Macquarie-Hastings Council. Hirers will make good any costs associated with loss or replacements of these items as a result of their activities at the Glasshouse. The Hirer shall keep Port Macquarie-Hastings Council indemnified from and against all damages costs charges and expenses incurred by the Glasshouse in consequence of such damage; including but not limited to:

- a) any costs incurred by the Glasshouse in repairing or making good any damage so caused and;
- b) all costs losses damages and expenses of any kind howsoever arising out of the postponement or cancellation of agreed use or any other concurrent or subsequent uses that the Glasshouse may have agreed with another hirer

20. INSURANCE

The Hirer further agrees with the Glasshouse as follows:

- 20.1. No Hirer will do or permit to be done anything on the Premises whereby the policy or policies of insurance on the Premises and/or its contents against damage by fire or otherwise may become void or voidable or whereby the rate of premium thereon may be increased and shall indemnify Port Macquarie-Hastings Council in respect of all sums for which it may become liable by way of increased premiums and all expenses incurred in connection with or incidental to any such policy or policies by reason of any breach of this clause;
- 20.2. The Hirer must provide Port Macquarie-Hastings Council with a Certificate of Currency for product and public liability insurance coverage of no less than TWENTY MILLION DOLLARS \$20,000,000 noting the interest of Port Macquarie-Hastings Council for their respective rights and interests;
- 20.3. The Hirer will insure its sets, costumes, properties and equipment and all goods and materials of any kind brought into the Premises in connection with the agreed use and the Hirer will produce to Glasshouse Management proof of such insurance as required;
- 20.4. The Hirer shall at all times observe and comply with the provisions of all industrial agreements awards and determinations in relation to any person(s) / contractors or other third parties engaged or employed in connection with any activity on the Premises. Glasshouse Management reserves the right to view upon request certificates of public liability and workers compensation insurance from any person(s) / contractors or other third parties engaged by the primary Glasshouse user.

FURTHER AGREEMENT

The Hirer further agrees with the Glasshouse as follows:

20.5. Revocation of License

- 20.5.1. If at any time any payments pursuant to the Venue Hire Agreement are not paid by the Hirer to Port Macquarie-Hastings Council, Port Macquarie-Hastings Council may by notice in writing delivered to the Hirer at the Hirer's address (as specified in Part A of the Agreement) demand upon not less than two (2) business days notice, payment of outstanding payments due. In the event of the failure of the Hirer to make such payments within this time then Port Macquarie-Hastings Council may forthwith terminate the Venue Hire Agreement without prejudice to any right or remedy of the Glasshouse for any breach of the Terms and Conditions in the Venue Hire Agreement (Part A) and these Standard Terms and Conditions of Hire (Part B): and / or

20.5.2. the Glasshouse may revoke or discontinue any license and authority hereby granted at any time by giving the Hirer at the address shown in this agreement not more than two (2) business days notice in writing thereof whereupon these Standard Terms and Conditions of Hire shall be at an end but without prejudice to any right or remedy where:

- a) there has been a breach or default of any Party of the Venue Hire Agreement or;
- b) there is likelihood that damage may be caused to the premises or any part of the Glasshouse if the Hirer exercises their rights and authorities granted by the Agreement;
- c) or the organisation or advertising for or the manner in which any performance is being conducted or is proposed to be conducted is or is likely to be of scandalous, libellous, obscene, or objectionable character so deemed by the Glasshouse, , or is likely to bring Port Macquarie-Hastings Council, the Glasshouse, or the Premises into disrepute;

20.6. **Force Majeure**

If the Glasshouse or Hirer or both parties are unable to perform and discharge their contractual obligations arising out of the Agreement due to industrial action (including strike), civil disturbance, change to any law, executive or other administrative governmental order, war, act of God, pandemic or epidemic, or damage to the Venue from fire, explosion or flood then the parties shall be relieved of their respective obligations accruing and occurring during such time. The parties must pay each other any monies that are owing under this Agreement as at the date of the event of force majeure. The Activity scheduled to take place at the Glasshouse during that time shall not be rescheduled and the period specified under the Venue Hire Agreement for the Activity shall not be extended as a result except by written agreement of both parties.

20.7. **Waiver**

The provisions of these Standard Terms and Conditions of Hire shall not be taken (either at law or in equity) to have been waived discharged or released by Port Macquarie-Hastings Council or Glasshouse Management unless by its or his express consent.

20.8. **Discretion**

In any case where pursuant to these Standard Terms and Conditions of Hire the doing or execution of any act, matter or thing by Port Macquarie-Hastings Council or Glasshouse Management is dependent upon the approval or consent of it or him, such approval or consent may be given or withheld in the absolute uncontrolled discretion of the Port Macquarie-Hastings Council or Glasshouse Management as the case may be unless otherwise herein provided.

20.9. **Glasshouse's Responsibility**

Any rights and powers of Port Macquarie-Hastings Council under any of the provisions of these Standard Terms and Conditions of Hire shall not be deemed to impose upon the Glasshouse any responsibility for the selection of the work or works proposed to be performed or being performed in the premises and any granting withholding or refusal of any permission by the Glasshouse shall be construed accordingly.

20.10. **Notice**

Without prejudice to any other means of giving notice any notice given under these Standard Terms and Conditions of Hire shall be sufficiently given:-

- a) to the Hirer if addressed to the Hirer or to any director, secretary, manager, executive officer or organiser of the Hirer and served personally on the Hirer or that director, secretary, manager, executive officer or organiser or if forwarded by prepaid post or facsimile to the place of business of the Hirer last known to Glasshouse Management;
- b) to Glasshouse Management if addressed to the office of the Glasshouse and a notice sent by post or facsimile will be deemed to be given or served at the time when it ought to be delivered in the ordinary course of post or facsimile transmission.

21. **FURTHER CLAUSES**

Further clauses to these Standard Terms and Conditions of Hire (if any) shall be contained in The Venue Hire Agreement (Part A)