



# Standard Terms and Conditions

## 1 Glossary

In this agreement, unless the context otherwise requires:

**Additional Charges:** means the charges for the Additional Services set out in the Agreement.

**Additional Services:** means any additional services (including those services outlined in clause 5 of the Standard Terms and Conditions) to be provided by DHCE under the agreement or in any other agreement between DHCE and the Organiser.

**Agreement:** means the legally binding agreement between DHCE and the Organiser that is comprised of Part A - Contract and Part B - Standard Terms and Conditions.

**Area:** means the area(s) specified in the contract or such other area(s) as may be designated from time to time by DHCE in accordance with the agreement and includes all equipment, fixtures, furnishings and fittings of DHCE or SHFA in it and the production equipment (if any).

**Business Day:** means Monday to Friday from 9:00am to 5:00pm excluding public holidays in Sydney.

**CCMPL:** means Convention Centre Management Pty Limited ACN 097 655 082.

**Centre:** means DHCE trading as Sydney Convention and Exhibition Centre and includes all equipment, fixtures, furnishings and fittings owned by DHCE, SHFA and CCMPL.

**Contract or Part A:** means that part of the agreement entitled "Contract" and/or Part A (inclusive of Schedule A entitled "Room Rental Schedule") and includes the covering email addressed to the Organiser from DHCE, collectively setting out the specific terms of the agreement.

**DHCE:** means Darling Harbour Convention and Exhibition Pty Limited ABN 057 767 389.

**Estimated Event Charge:** means the estimated aggregate amount of all outstanding room rental fees and all additional charges payable by the Organiser to DHCE at least 7 days prior to the event commencement date in accordance with clause 5 of the contract.

**Event Commencement Date:** means the date specified in Schedule A of the contract as the commencement date of the event.

**Event Equipment:** means any stands, platforms, partitions and other structures or equipment to be erected or installed in the area and the products displayed and equipment intended to be used in the area by the Organiser, but excludes the production equipment.

**Event:** means the display, show, function, convention, exhibition or other event for which the area is to be used as specified in the contract.

**Fee:** means all amounts payable by the Organiser to DHCE under the agreement.

**Food and Beverage:** means any food or beverage services or food or beverage provided by the Centre during the hiring period.

**Hiring Period:** means the hiring period specified in Schedule A of the contract commencing on the event commencement date. If DHCE permits the Organiser to have access to the area prior to the event commencement date in accordance with clause 5.3 of the Standard Terms and Conditions, the hiring period will commence from when the Organiser is permitted access to the area and end on expiration of the hiring period.

**Initial Security Deposit:** means the portion of the security deposit payable by the Organiser on returning the signed agreement to DHCE in accordance with clause 5 of the contract.

**Late Adjustment Fee:** means a fee in an amount determined by DHCE for the Organiser's failure to comply with any or all of clauses 5.1, 5.2 (c) and 7 (a) & (b) of the Standard Terms and Conditions, which amount will constitute a debt due and payable by the Organiser to DHCE within 14 days of written notice.

**Major Event:** means any exhibition, display or production which is determined by DHCE in its sole discretion to be a major event held in the Centre.

**Organiser:** means the Organiser named in the Contract and includes any permitted assignee, executor, administrator or successor in title of the Organiser.

**Performance:** means any performance or spectacle viewed in the area or in the Centre.

**Production Equipment:** means any production or technical equipment, consumables or labour as specified in this agreement or any other subsequent written agreement between DHCE and the Organiser, to be provided by DHCE to the Organiser for use during the hiring period but does not include the event equipment.

**Reimbursable Expense:** means any amount to be paid by the Organiser to DHCE, or by DHCE to the Organiser, for any expense, loss or outgoing incurred under this agreement including any amount payable under any indemnity or for breach of this agreement.

**Room Rental Fee:** means the fee for the hire of the area as specified in clause 4 of the contract (or otherwise varied in accordance with the terms of this agreement).

**Security Deposit:** means the amounts to be paid by the Organiser to DHCE in accordance with clause 3 of the Standard Terms and Conditions as security for the performance of the Organiser's obligations under this agreement including the initial security deposit.

**SHFA:** means the Sydney Harbour Foreshore Authority.

**Standard Terms and Conditions or Part B:** means this part of the agreement entitled "Standard Terms and Conditions - Part B" (inclusive of Annexure A entitled "Additional Estimated Costs").

**Tax Invoice:** A valid tax invoice(s) issued by DHCE which sets out the fee and all other amounts (inclusive of GST) payable by the Organiser to DHCE in accordance with the terms of the agreement.

## 2 License to Use the Area

DHCE grants to the Organiser, and the Organiser agrees to take, the non-exclusive licence to use the Area for the Hiring Period for the Event and for no other purpose, on the terms set out in this Agreement and to install the Event Equipment in the Area, provided that the Organiser has obtained DHCE's prior approval to the installation of the Event Equipment under clause 7 of the Standard Terms and Conditions.

### 3 Payment of Security Deposit, Estimated Event Charges and Tax Invoice

**(a) Payment of Security Deposit**

The Organiser must pay to DHCE the Security Deposit in instalments in accordance with Clause 5 of the Contract.

**(b) Estimated Event Charges**

Without prejudice to DHCE's other rights, DHCE is irrevocably authorised by the Organiser to apply the Security Deposit in satisfaction or part satisfaction of:

- I. The Fee or any part of the Fee or any other money payable by the Organiser to DHCE (including without limitation any amount payable in accordance with clause 4 of the Standard Terms and Conditions), as and when due for payment; and
- II. Any losses, damage, liabilities, costs or expenses DHCE may suffer or incur in consequence of or arising from any default by the Organiser of its obligations under this Agreement.

In exercising its rights under this clause 3 (b), DHCE may apply the Security Deposit in such order as DHCE in its absolute discretion deems appropriate.

**(c) Payment of Tax Invoice**

As soon as practicable after the Hiring Period ends, DHCE must calculate and forward a Tax Invoice to the Organiser. In the absence of manifest error, the Tax Invoice will be conclusive as to the amount payable by the Organiser.

The Tax Invoice must be paid by the Organiser or satisfied as follows:

- I. At the time of calculating the Tax Invoice under this clause 3 (c), the Security Deposit will be applied in satisfaction or in part satisfaction of the Tax Invoice;
- II. If the Tax Invoice exceeds the amount of the Security Deposit, the Organiser will pay the balance as advised in the Tax Invoice within 14 days of the date;
- III. If the Tax Invoice is less than the amount of the Security Deposit, DHCE will refund the amount of any excess to the Organiser within 14 days of the end of the Hiring Period. DHCE is entitled to deduct from any excess payable to the Organiser any other amount owing by the Organiser to DHCE under this Agreement.

DHCE reserves the right to charge credit card merchant fee commissions to the Organiser on payments made by credit card in accordance with clause 7 of the Contract.

## 4 Cancellation of an Event

### 4.1 Cancellation Rights

If the Event is cancelled by the Organiser, or DHCE terminates this Agreement pursuant to clause 7 of the Standard Terms and Conditions, the Organiser is liable to pay to DHCE, where the cancellation or termination occurs:

- (d) Between 6 months and 12 months before the Event Commencement Date, an amount equal to 35% of the Room Rental Fee;
- (e) Between 3 months and 6 months prior to the Event Commencement Date, an amount equal to 50% of the Room Rental Fee;
- (f) Between 1 month and 3 months prior to the Event Commencement Date, an amount equal to 70% of the Room Rental Fee;
- (g) Less than 1 month prior to the Event Commencement Date, an amount equal to 100% of the Estimated Event Charge less any amounts not yet incurred for Additional Services.

### 4.2 Partial Cancellation

If the Area is constituted by more than one hall or room, the Organiser is entitled to cancel the use of any one or more of those halls or rooms at any time and will be required to pay DHCE cancellation payments specified in accordance with clause 4.1 of the Standard Terms and Conditions, but on the basis that the Room Rental Fee, a percentage of which is to be paid by the Organiser, is that proportion of the Room Rental Fee which relates to the part of the Area in respect of which the Agreement is cancelled.

## 5 Additional Services

### 5.1 Additional Services Information

- (a) At least 21 days prior to the Event Commencement Date, the Organiser must provide to DHCE details of the Organiser's audiovisual, staging and labour requirements. The Organiser must promptly notify DHCE of any change to those details. Failure to advise DHCE of these details at least 21 days before the Event Commencement Date will entitle DHCE to levy a Late Adjustment Fee.
- (b) At least 3 Business Days prior to the Event Commencement Date, the Organiser must advise DHCE in writing of the final number of people attending the Event in order to configure fittings and furniture to the number of people attending the Event. If DHCE has not been advised of these details in accordance with this Agreement, and is required to reconfigure fittings and furniture to accommodate a change to the number of people attending the Event, DHCE is entitled to levy a Late Adjustment Fee and recover from the Organiser any additional costs for accommodating the change.

## **5.2 Additional Services Requirements**

- (a) If the Event involves the provision of Additional Services by DHCE, the Organiser agrees to:
- I. Finalise with DHCE details of the Additional Services to be provided by DHCE at least 21 days before the Event Commencement Date;
  - II. Sign a confirmation of the agreed cost and details of the Additional Services to be provided by DHCE at least 14 days before the Event Commencement Date;
  - III. Notify DHCE at least 7 days prior to the Event Commencement Date of the approximate number of persons attending the Event; and
  - IV. Notify DHCE in writing no later than 10:00 am (Sydney time), 3 Business Days prior to the Event Commencement Date of the final guaranteed number of persons attending ("Guaranteed Attendees"). That requires the provision of Additional Services.
- (b) Should any Additional Service Labour be cancelled (or partially cancelled) after 10:00am (Sydney Time) 3 Business Days prior to the Event commencement date, then a cancellation fee equal to the full cost for the provision of that Additional Service Labour will be charged to the Organiser. Any increase to Additional Service Labour after 10:00am (Sydney Time) 3 Business Days prior to the Event commencement date will incur a Late Adjustment Fee of 35% of the Labour charge;
- (c) There will be no reduction in any Fees or charges where the number of people attending the Event is less than the number of Guaranteed Attendees as advised by the Organiser under clause 5.2 (a) of the Standard Terms and Conditions;
- (d) For Breakfasts, Lunches, Cocktails and Dinner Events (either stand alone or part of an Event), any increase of more than 20 attendees to the number of Guaranteed Attendees after 10:00am (Sydney Time) 3 Business Days prior to the Event Commencement Date will incur a Late Adjustment Fee of 20% of the charge of the additional food and beverage items provided.
- (e) The Organiser will not bring into the Area or the Centre any food, tobacco products or beverages (whether alcoholic or not) for sale, distribution or consumption without DHCE's prior written consent.

## **5.3 Installation and Removal of Event Equipment**

- (a) At the request of the Organiser, DHCE may at its discretion permit the Organiser to access the Area before the Event Commencement Date for the sole purpose of preparing for the Event including, with the prior approval of DHCE, the installation of Event Equipment. The Terms and Conditions of this Agreement will apply (including, without limitation, clause 6 of the Standard Terms and Conditions (Insurance)) during this period, subject to any contrary instructions of DHCE;
- (b) Before the end of the Hiring Period, the Organiser must remove all Event Equipment from the Area. The Organiser must ensure that the Area is restored to the condition which it was in prior to the commencement of the Hiring Period and that the Area is clean and free of rubbish;
- (c) The Organiser must give back to DHCE possession of all Production Equipment and any equipment, fixtures, furnishings and fittings provided or owned by DHCE, SHFA or CCMPL including all fixtures and fittings in the Area at the commencement of the Hiring Period and either leave all such items in the Area or deliver the Production Equipment as directed by DHCE;

- (d) The Organiser must pay to DHCE as a debt due on demand an amount equal to the Room Rental Fee divided by the number of days or parts of days during which a breach under clause 5.3 (b) or 5.3 (c) of the Standard Terms and Conditions subsists and the Organiser indemnifies DHCE against any loss or damage suffered by reason of such breach;
- (e) If the Organiser does not comply with its obligations under this clause 5.3, DHCE is entitled to remove the Event Equipment and restore the Area. DHCE may recover from the Organiser as a debt due on demand the costs incurred in so doing (including the cost of storing the Event Equipment in such manner as DHCE considers fit and at the risk of the Organiser). Any action taken by DHCE or any person authorised by it under this clause 5.3 (e) is deemed to be done with the full authority of and as agent for and at the risk of the Organiser in all respects.

#### **5.4 Announcements, Signage and Advertisements**

- (a) The Organiser must not place any advertising or other signage in the Area or the Centre without the prior written approval of DHCE. In considering any request by the Organiser for advertising or signage to be placed in the Area or Centre, DHCE may, without limitation, take into account the nature and form of the proposed advertising or signage and its impact on the Area and the Centre generally. DHCE may, as a condition of granting its consent, require the Organiser to pay a fee to DHCE for the grant of such rights. This fee will be determined by DHCE.
- (b) If DHCE permits any advertising or other signage to be displayed or erected in the Area or Centre, the Organiser must;
  - I. Install and remove all advertising signage, at its cost, during the Hiring Period;
  - II. Make good any damage caused by such installation or removal; and
  - III. Ensure that all advertising and signage meets safety standards and regulations and any specifications notified by DHCE.
- (c) DHCE reserves the right to display advertisements or announcements over the video monitor system in the Area and the Centre and in the event of an emergency to make announcements over the sound system.

#### **5.5 Security**

DHCE may employ or engage security personnel and/or special duty police (the "Security Personnel") to the extent DHCE considers it necessary for security, crowd control or emergency reasons. DHCE is not under any obligation to employ or retain the Security Personnel. Where possible, DHCE will advise the Organiser in advance should DHCE propose to employ or engage Security Personnel for the Event. The Organiser must comply with all directions of the Security Personnel. The cost of such services must be paid by the Organiser to DHCE within 14 days of invoice as a debt due by the Organiser to DHCE. DHCE will not be liable for any loss or damage to persons or property in the Centre or the Area as a result of DHCE engaging such Security Personnel.

#### **5.6 Additional Services**

- (a) To the extent possible, DHCE will procure the supply of electricity for the Event during the Hiring Period, but will not be responsible for any failure to supply electricity. DHCE will not be liable for any loss suffered by the Organiser or any other person for the failure to supply electricity, including and without limitation any consequential loss, economic loss or damage sustained by the Organiser, its employees, invitees, agents or contractors.

- (b)** For all Areas used for any major Event the Organiser must pay DHCE for all electricity used in the Area during the Hiring Period at the rates from time to time charged by DHCE.
- (c)** At the request of the Organiser, DHCE may at its sole discretion permit the Organiser to use specified telecommunication ports and lines including telephone, facsimile, EFTPOS, modem, ISDN and Internet facilities supplied by DHCE (or its contractors) in the Area or Centre during the Hiring Period. The Organiser must pay DHCE for usage of any such telecommunication ports and lines at rates from time to time charged by DHCE as an Additional Service and subject to Additional Charges.
- (d)** At the request of the Organiser, DHCE may at its sole discretion permit the Organiser to use specified telecommunication ports and lines including telephone, facsimile, EFTPOS, modem, ISDN and Internet facilities supplied by DHCE (or its contractors) in the Area or Centre during the Hiring Period. The Organiser must pay DHCE for usage of any such telecommunication ports and lines at rates from time to time charged by DHCE as an Additional Service and subject to Additional Charges.

## 6 Insurance

- (a)** The Organiser must insure and keep insured the Event Equipment and the Production Equipment against loss, theft or damage of any kind.
- (b)** The Organiser must effect public and products liability insurance in accordance with clause 9 of the Contract. The Organiser must effect workers compensation insurance to insure its servants, agents, contractors and subcontractors against any damage, loss or injury sustained while in the Area or in the Centre during the Hiring Period.
- (c)** Before the Event Commencement Date or before the Organiser enters the Area to prepare for the Event under clause 5.3 (a), the Organiser must provide certificates of currency of all insurance policies as required under this clause 6 to DHCE.
- (d)** The Organiser must not without the prior written consent of DHCE do anything whereby any insurance effected by SHFA, CCMP, DHCE, or the Organiser may be rendered void or voidable or in any way unenforceable against the insurer, or whereby the premium payable is liable to increase. The Organiser must pay to DHCE on demand all amounts by way of costs or increased insurance premiums on any policy of insurance so affected.

## 7 Organiser's Obligation

### 7.1 Conditions of Use

The Organiser agrees with DHCE:

- (a)** (to obtain approval): to submit to DHCE at least 6 weeks prior to the Event Commencement Date specifications of its proposed Event Equipment in such details as is required by DHCE for approval by DHCE (such approval not to be unreasonably withheld);
- (b)** (to provide information regarding the Event): at the request of DHCE from time to time, the Organiser must give DHCE written details of the number of registrations, the expected number of guests, the likely number of exhibitors or such other information in relation to the Event as DHCE may reasonably require.



- (c)** (to install): subject to having first obtained DHCE's approval, to install the Event Equipment in a proper and workmanlike manner;
- (d)** (no alterations): not to make any alterations or additions to the Area without DHCE's prior written consent;
- (e)** (operation of equipment): not to permit any person to operate DHCE's equipment unless that person has been authorised in writing by DHCE;
- (f)** (no recordings): not to make any film, television, sound, photographic, video, internet or other recording or transmission in or from the Area or the Centre without the prior written consent of DHCE;
- (g)** (no heavy items): not to move any heavy or bulky items into the Centre or the Area without the prior written consent of DHCE;
- (h)** (to maintain): to keep the Event Equipment and the Production Equipment in good working order and condition and ensure that the Event Equipment and the Production Equipment are kept safe and secure at all times
- (i)** (to comply with laws): to comply with all laws and requirements of any relevant authority in relation to the Event Equipment and the use of the Centre;
- (j)** (to present): to ensure that the presentation of the Event Equipment is to a standard reasonably acceptable to DHCE;
- (k)** (to comply with power limits): to comply with any power consumption limits as determined by DHCE;
- (l)** (to comply with emergency requirements): to comply with the directions of DHCE in relation to security, crowd control and emergency control;
- (m)** (no interference with emergency services): not to interfere or hinder or obstruct any member of the medical or nursing profession, police force, fire brigade, ambulance service, first aid service, other emergency service or any security service in the Centre;
- (n)** (no rubbish): not to leave rubbish in any part of the Area or the Centre;
- (o)** (no interference): not to interfere with or overload any fittings, connectors or equipment relating to the supply of water, gas, electricity, heating, cooling or lighting to the Area or the Centre;
- (p)** (no obstruction): not to obstruct or interfere with aisles, entrances, exits, electrical cupboards, emergency lighting, fire extinguishing equipment and fire alarms in the Area or the Centre;
- (q)** (not to endanger the Centre): not to do anything which might in any way endanger nor omit to do anything reasonably required to prevent danger to the Centre, or any person;
- (r)** (to restrict admission): to restrict admission to the Area to such numbers as specified by DHCE;
- (s)** (no animals): not to bring into the Area or the Centre any live animal or bird without the prior written consent of DHCE;
- (t)** (dangerous substances): not to bring into the Area or the Centre any flammable, volatile, explosive or dangerous substances, including pyrotechnics and naked flame, without the prior written consent of DHCE;



- (u)** (no sales): not to sell any merchandise in the Centre without the prior written consent of DHCE;
- (v)** (no smoking): not to smoke or permit smoking in the Area or in the Centre and otherwise to comply with any smoking restrictions or prohibitions imposed by DHCE or SHFA in or around the Centre;
- (w)** (no breach of license): not to do or omit to do anything which could cause any liquor license or radio license or other license that may be held by DHCE to be forfeited, suspended or cancelled;
- (x)** (no nuisance): not to do or omit to do anything which is of a nuisance or annoyance to DHCE or other users of the Centre or which in the opinion of DHCE is dangerous, disorderly, riotous, noxious, offensive, illegal, immoral, objectionable or contrary to the purpose of this Agreement;
- (y)** (to comply with sound levels): to comply with the reasonable determinations of DHCE in relation to sound level limits within the Area and the Centre;
- (z)** (to nominate): to ensure that at all times agents, contractors, employees, licensees and invitees of the Organiser are properly supervised and under the control of a representative of the Organiser approved by DHCE;
- (aa)** (to keep permits in force): to have in place for the Hiring Period all necessary permits, licenses and rights required to stage the Event and to be responsible for the payment of any taxes, levies and charges payable to any authority or third party in connection with the staging of the Event;
- (bb)** (no infringement): not to breach any copyright or other third party right in staging the Event;
- (cc)** (no collections): not to make any collections whether for charity or otherwise within the Centre without the prior written consent of DHCE;
- (dd)** (to follow instructions): to follow instructions given by any person appointed by DHCE to manage and control the Centre and to follow any directions displayed in the Centre DHCE;
- (ee)** (to provide supplier information): to provide to DHCE details of all suppliers contracted by the Organiser for the provision of services for the Event who will require access to the Area during the course of Hiring Period;
- (ff)** (no equipment): not to use any technical or production equipment other than that supplied by DHCE without the prior written consent of DHCE;
- (gg)** (foyer): the Area must not be used for any advertising, display, registration or exhibition purposes without the prior written consent of DHCE;
- (hh)** (responsible use of alcohol): to procure that all staff and invites of the Organiser comply with principles of the responsible use of alcohol including the responsible sale, supply, service and promotion of liquor and to comply with any direction issued by DHCE in respect of the same;
- (ii)** (raffles and lotteries): not to conduct any raffles, lotteries or gaming activities in the Area or the Centre without prior written approval from the relevant authority and DHCE;
- (jj)** (responsible use of alcohol): to procure that all staff and invites of the Organiser comply with principles of the responsible use of alcohol including the responsible sale, supply, service and promotion of liquor and to comply with any direction issued by DHCE in respect of the same;

## 7.2 Performances

If the Event comprises one or more Performances, the Organiser must ensure that the Performance and the presentation of the Performance are reasonably acceptable to DHCE.

## 7.3 Other Undertakings

DHCE agrees with the Organiser:

- (a) (to open): to keep the Centre open during the Hiring Period 7 days a week, between 7:00am and midnight (Sydney time) or as otherwise specified in the Contract;
- (b) (to provide Additional Services): subject to clause 5.6 of the Standard Terms and Conditions, to provide the Additional Services.

# 8 DHCE's Further Rights and Obligations

## 8.1 Possession and Control

DHCE at all times retains possession of and full control over the Area and the Centre, and in particular but without limitation, DHCE (and its servants, agents and contractors) may access the Area and the Centre for such purposes as it may think fit including for the sale of merchandise, food and beverages and for the provision of other services by DHCE.

## 8.2 Refusal of Admission

The Organiser acknowledges that DHCE reserves the right to refuse admission to, or cause to be removed from, the Centre or the Area any person whose behaviour is illegal, objectionable, improper, undesirable or contrary to the terms or spirit of this Agreement.

## 8.3 Keys and other Access Devices

The Organiser must:

- (a) Ensure that all keys or other access devices to doors and equipment in the Area or the Centre made available to the Organiser are kept in the control of the persons authorised by DHCE;
- (b) Not make any duplicates of such access devices; and
- (c) Deliver to DHCE all such access devices upon the expiration of the Hiring Period or the earlier termination of this Agreement.

## 8.4 Change of Areas

DHCE reserves the right by notice in writing to the Organiser to designate an alternative Area (which may be smaller or larger) for the Event should the Area specified in the Contract be inappropriate for the Event in the reasonable opinion of DHCE having regard to the details supplied by the Organiser pursuant to clause 7.1(b) of the Standard Terms and Conditions.

## 8.5 Rules and Regulations

- (a) DHCE reserves the right from time to time to make rules and regulations relating to the management and operation of the Centre including but not limited to:
- I. The use, safety, care and cleanliness of the Centre;
  - II. The preservation of good order in the Centre;
  - III. Prohibitions or restrictions on smoking in and around the Centre or in certain parts of the Centre; and
  - IV. The use of the entrances, exits, ramps, car parking facilities, receiving areas, storage areas and elevators in and around the Centre.
- (b) Upon the DHCE giving notice in writing to the Organiser, any such rules and regulations are binding on the Organiser as if the same were set out in this Agreement as obligations to be performed by the Organiser (except to the extent of any inconsistency with the terms and conditions of this Agreement, in which event this Agreement will apply to the extent of any inconsistency).

## 9 Termination

### 9.1 Termination for Default

Without prejudice to DHCE's other rights, DHCE is entitled to terminate this Agreement by written notice to the Organiser if:

- (a) The Security Deposit or any part thereof is in arrears for 14 days regardless of whether or not written demand has been made by DHCE;
- (b) The Organiser defaults in complying with any term or condition of this Agreement;
- (c) The Organiser, being a company, goes into liquidation (other than voluntary liquidation for the purpose of reorganisation) or enters into a scheme of arrangement with its creditors or any of them or is placed under administration or a receiver or manager is appointed to any or all of its assets; or
- (d) DHCE believes in its sole discretion that execution of the Event could jeopardise public safety or order or carry the risk of personal injury or damage to property.

### 9.2 Remedy

If the Organiser defaults in performance or observance of any of its obligations under this Agreement, DHCE may (without prejudice to its other rights) attempt to remedy that default at the cost and at the risk of the Organiser and the Organiser must pay to DHCE as a debt due on demand the amount of the costs so incurred by DHCE.

### 9.3 Disputes

Any dispute arising under clause 10.5 (c) concerning the amount that DHCE must refund to the Organiser and the duration of the reduction must first be referred to an expert agreed upon by DHCE and the Organiser. If the parties are unable to agree on such an expert within one month of the date on which the dispute occurred, then either DHCE or the Organiser may request the President of the New South Wales

Law Society to appoint an expert to make a binding determination of the amount by which the Fee is to be reduced and of the duration of the reduction. In making the determination the expert will act as an expert and not as an arbitrator and any costs incurred are to be borne equally by the parties.

#### **9.4 Change in Management**

- (a)** If, for any reason, DHCE ceases to manage the Centre, DHCE is entitled to terminate this Agreement by written notice to the Organiser without liability attaching to DHCE provided that DHCE must use its reasonable endeavours to ensure that the new manager or person entitled to possession of the Centre preserves the Organiser's rights and obligations under this Agreement;
- (b)** If DHCE terminates this Agreement in accordance with this clause 9.4, DHCE must, within 7 days of issuing the termination notice to the Organiser, refund to the Organiser the amount of the Security Deposit paid to DHCE by the Organiser.

## **10 Warranties, Indemnities and Releases**

### **10.1 Organiser's Acknowledgements**

The Organiser acknowledges that it has satisfied itself in respect of the suitability of the Area and the Production Equipment for the Event and has not relied upon any representations made by DHCE (or any employee, agent or contractor of DHCE) other than as are expressly contained in this Agreement.

### **10.2 Implied Warranties**

Where any status implies in this Agreement any term, condition or warranty and that statute voids or prohibits terms of a contract excluding, restricting or modifying the application of or exercise of, or liability under that term, condition of warranty, then that term, condition or warranty is deemed to be included in this Agreement but any liability of SHFA and/or CCMP and/or DHCE for any breach of that term, condition or warranty will be limited, at the option of DHCE, to:

- (a)** In the case of goods, to any one or more of the following:
  - I. The replacement of the goods or the supply of equivalent goods;
  - II. The repair of the goods;
  - III. The payment of the cost of replacing the goods or of acquiring equivalent goods; or
  - IV. The payment of the cost of having the goods repaired; and
- (b)** In the case of services, to any one or more of the following:
  - I. The supplying of the services again; or
  - II. The payment of the cost of having the services supplied again.

### 10.3 Termination for Default

Unless caused by the negligence of DHCE, SHFA or CCMPL, neither DHCE, SHFA or CCMPL is responsible for:

- (a) Any damage to the Event Equipment or any property associated with the Event Equipment while in the Centre. The Event Equipment and the associated property is at the risk of the Organiser;
- (b) Any theft of the Event Equipment or any property associated with the Event Equipment (or any part thereof) while in the Centre howsoever occurring.

The Organiser agrees that it shall not be entitled to recover, and hereby disclaims and waives any right that it may otherwise have to recover, lost profits or revenues or consequential damages resulting or arising from any breach or alleged breach by DHCE, SHFA or CCMPL of any of the terms and conditions of this Agreement.

### 10.4 Indemnity and Release

- (a) The Organiser indemnifies and keeps indemnified, DHCE, SHFA, CCMPL, their officers, employees, agents and contractors against all liability for death of or injury to persons or loss of or damage to property and all actions, claims, demands, losses (including loss of profits or revenue and loss or damage to the reputation of DHCE, SHFA and CCMPL), damages, costs and expenses whatsoever arising in respect of the use of the Area or the Centre by the Organiser, the Additional Services, the production Equipment any ticketing services provided by DHCE, the Organiser not proceeding with the Event or any Performance, or any breach of this Agreement by the Organiser unless such liability is caused by the negligence of DHCE.
- (b) The Organiser releases DHCE, CCMPL, and SHFA from and agrees that DHCE, CCMPL and SHFA are not liable for any theft, loss or damage to person or property suffered or incurred by the Organiser (including loss of profits or revenue and loss or damage to the Organiser's reputation) in connection with the use of the Area or the Centre or the Production Equipment by the Organiser unless such theft, loss or damage is caused by the negligence of DHCE, CCMPL or SHFA.
- (c) The indemnities and releases apply whether or not the loss or damage arose as a result of anything the Organiser is authorised or obliged to do under this Agreement or anything DHCE has consented to or approved under this Agreement.

### 10.5 Damage and Destruction

- (a) The Organiser agrees with DHCE not to damage the Area, the Centre or any Production or Event Equipment. DHCE will notify the Organiser of any damage to the area, the Centre or any Production or Event Equipment caused by the Organiser, its servants, agents, contractors and subcontractors, and will include the cost for such repairs in the Tax Invoice or other written notice, which amount will constitute a debt due and payable by the Organiser to DHCE within 14 days of that written notice.
- (b) DHCE will not be liable for any loss or damage arising from any failure to perform or delay in performing any obligations set out in these terms and conditions for any reason or cause which could not, with reasonable diligence, be controlled or prevented by DHCE including, without limitation, acts of God, acts of nature, acts of governments or their agencies, fire, flood, storm, riots, power shortages or power failures, strikes, lock outs, labour disputes, sudden and unexpected system failure or disruptions by war, sabotage or inability to obtain sufficient labour, raw material (including foods and beverages), fuel or utilities.

- (c) Subject to clause 10.5 (d) of the Standard Terms and Conditions, if the whole or any part of the Centre is damaged by fire, lightning, storm, flood or other disabling cause so as to render the Centre, the Production Equipment or any part thereof unfit for use by the Organiser for the Event, or if DHCE is for any reason unable to provide the Organiser with adequate entrance to or exit from the centre or the Area, the Fee or a proportionate part thereof will be reduced according to the nature and extent of the damage to or restriction on the use of the Area or the Production Equipment, unless and to the extent that such damage or restriction on use was caused by any act or neglect of the Organiser, its servants, agents and employees.
- (d) If it is not intended that the Centre be rebuilt or reinstated or adequate entrance to or exit from the Centre or the Area be made available or the Production Equipment be replaced by the Event Commencement Date, DHCE is entitled by notice in writing to the Organiser to terminate this Agreement without liability attaching to either party except in respect of any breach of this Agreement which occurred before the termination.
- (e) If DHCE terminates this Agreement in accordance with clause 10.5 (d) of the Standard Terms and Conditions, DHCE must, within 7 days of issuing the termination notice to the Organiser, refund to the Organiser the amount of the Security Deposit paid to DHCE by the Organiser.
- (f) Nothing contained or implied in this clause 10.5 imposes any obligation on DHCE to rebuild or reinstate or make fit for use the Area or the Centre or any part of it.

## 11 General

### 11.1 GST

- (a) Subject to clause 11.1 (c) and unless otherwise specified, total prices and amounts payable (including any adjustments to prices or amounts payable) include GST.
- (b) The supplier of a taxable supply under this Agreement must provide to the recipient a valid tax invoice.
- (c) If this Agreement requires a party to make a payment to any other party for any Reimbursable Expense incurred by the other party, then the amount paid by the first party must be such that after the other party meets any GST liability relating to the payment, the amount retained is the Reimbursable Expense net of any input tax credits to which the other party is entitled in respect of the Reimbursable Expense.
- (d) An expression used in this clause 11 not otherwise defined in the Agreement has the same meaning as defined in the A New Tax System (Goods and Services Tax) Act 1999.

### 11.2 Assignment

- (a) This Agreement may not be assigned by the Organiser and does not confer upon the Organiser any estate or interest in the Area or the Centre or any part of it. The legal possession and control of the Area and the Centre at all times remains with the DHCE.
- (b) DHCE is entitled at any time to assign or otherwise transfer all or any part of its right title and interest under this Agreement.



### **11.3 Joint and Several Liability**

If the Organiser consists of more than one person, the liability of such persons is joint and several.

### **11.4 Employees and Contractors of Organiser**

Any rights conferred upon the Organiser are deemed to have been conferred upon the Organiser and its employees and contractors and any breach of these Terms and Conditions by any employee, contractor, licensee or invitee of the Organiser constitutes a breach of this Agreement by the Organiser.

### **11.5 Notices**

Any written notice sent on behalf of DHCE under this Agreement must be authorised by a director or secretary or employee of DHCE and may be served on the Organiser by being left at or posted to the address of the Organiser specified in the Contract, by facsimile faxed to the Organiser's facsimile number specified in the Contract or dispatched by electronic communication to the email or other address as notified by the Organiser from time to time from the date of the Agreement.

### **11.6 Stamp Duty**

The Organiser must pay and be responsible for all stamp duty (including fines and penalties) payable on this Agreement.

### **11.7 Severability**

Any term, condition, provision or covenant contained in this Agreement which is illegal, void, prohibited, unenforceable or is ineffective to the extent of such illegality, voidness, prohibition or un-enforceability without invalidating the remaining provisions of this Agreement.

### **11.8 Applicable Law**

This Agreement is governed by and to be construed in accordance with the laws of the State of New South Wales and the parties agree to submit to the non exclusive jurisdiction of that State.

### **11.9 Entire Agreement**

This Agreement embodies the entire understanding of the parties and constitutes the entire terms agreed upon between the parties and supersedes any prior agreement (whether or not in writing) between the parties, in relation to the subject matter of this Agreement.

## 12 Annexure A to Standard Terms and Conditions

### Additional Estimated Costs

**The prices stated in this 'Annexure A: Additional Estimated Costs' relate to the current year (2012) and are subject to an annual increase linked to CPI effective from the 1st January each year.**

#### **Rental Inclusions**

All room rental includes standard conference room set ups (eg classroom, theatre or cabaret style), one room turnaround per day (within a reasonable time frame), house lighting and air conditioning during operational hours. Certain rooms will also include a standard stage, lectern and microphone, and a standard dance floor if required.

Included in Exhibition Hall room rental is the cleaning of all aisles, public areas and stand floor areas during the operational period inclusive of all mezzanine rooms within the halls, plus the use of a hospitality lounge (Halls 2-5) or mezzanine area (Hall 1).

#### **Cleaning**

Standard cleaning is included in all conference room rentals. Additional cleaning charges may apply for special events if such things as confetti bombs or glitter cannons are used.

For all exhibitions, the cleaning of all public areas and rubbish removal during open days is included in the rental. Cleaning and rubbish removal during the move in and move out period is an additional charge.

A quote can be provided once the floor plan and operational hours are advised. Rates are as follows (per cleaner per hour) Weekdays \$40.50, Saturday \$44.50, Sunday \$52.50 and Public Holidays \$67.00.

#### **Security / Dock Traffic Control / Fire Warden**

The Centre has professional Security personnel monitoring the building. In certain instances, it may be possible to supply additional staff to cater to client needs. The rate is \$36.30 per hour (per officer, any day, minimum 4 hour call).

The rostering of a Dock Traffic Controller is a mandatory requirement on the Loading Dock during the move in and move out of your event.

Large Dinners: dedicated security officers may be required for larger dinners, depending on the nature of the event. This will be at the Centre's discretion and charges will apply. If smoke detectors are turned off for such things as smoke machines, a dedicated fire warden (security guard) is required to be present throughout this time.

Exhibitions: It is a mandatory requirement that security officers be present within the contracted space to allow and monitor access for the duration of the tenancy.

#### **Electricity**

Standard power connections are included in the room rental. Production power such as 3 phase or other large power requirements are an additional cost. Large registration set ups may also require additional power.

Power consumption charges may be applicable when exhibition booth power is connected by appointed client contractors. Electricity is metered and charged on consumption for full tenancy period. The rate is \$0.27 per kilowatt hour. Deposits are required for exhibitions in the following rooms; Grand Hall and Hall 6 (deposit of \$250.00 per contracted day), Exhibition Halls 1 to 5 (deposit of \$500.00 per hall per contracted day, or as previous events actual consumption).

### **Communications**

All communications requirements such as telephone, fax, modem and eftpos lines are an additional cost. The price per connection is \$105.00. Calls are metered and charged on consumption. Broadband Internet connectivity is additional and is priced from \$220.00 for 1-7 days for a 384k connection. Please refer to the Centre's Internet Services Order Form for further information.

### **Food and Beverage Surcharges**

The following surcharges may apply for events such as dinners and cocktail parties (based on the original number of guests):

- Saturday Surcharge \$2.50 per person
- Sunday Surcharge \$8.60 per person
- Public Holiday Surcharge \$12.90 per person
- After Midnight Surcharge \$5.00 per person per hour

If alternate meals are requested:

- \$6.00 per person to have one alternate course
- \$8.00 per person to have two alternate courses
- \$10.00 per person to have three alternate courses

### **Venue Labour**

Ushers are available to guide guests to specific areas or to seats within the Auditoria. Rates are as follows (per hour, per usher, minimum 4 hours): Weekdays \$31.00, Saturday \$38.50, Sunday \$52.50, Public Holidays \$59.00.

Housemen: Housemen are available to assist with satchel packing or movement of conference collateral/equipment. Rates are as follows (per hour, per houseman, minimum 4 hours): Weekdays \$37.70, Saturday \$46.40, Sunday \$56.40, Public Holidays \$74.50.

Dinner Functions: All tables are set with white linen to a standard of 10 guests. Any variation to table numbers may incur additional labour charges. Please contact your Event Manager.

### **Storage**

Please note that there is no storage available on site. Rental of rooms for storage may be possible pending availability.

### **Dressing Rooms**

These are provided at no cost for events in the Centre (subject to availability).



### **Banner Hanging**

All banner hanging must be carried out by the Centre. Costs are dependent on requirements.

### **Insurance**

It is a requirement that all events must produce Products and Public Liability Insurance Certificates of Currency to the value of \$10 million, indemnifying each of DHCE, SHFA and CCMPL.

**Note: Prices are subject to change without prior notice and are inclusive of GST (Goods and Services Tax).**