CITY OF SYDNEY

# Venue Hire Agreement

**Hire Agreement - Landmark Venues**
V1.3 June 2025

Green Global Connected

**SCHEDULE**

| Item | Description | Details | |
|---|---|---|---|
| 1. | Hirer | Legal name | |
| | | ABN | |
| | | Street address | |
| 2. | Hirer's Representative | Name | |
| | | Position | |
| | | Phone number | |
| | | Email | |
| 3. | City's Representative | Name | |
| | | Position | |
| | | Email | |
| | | Street address | 456 Kent Street, Sydney NSW 2000 |
| 4. | Event | | |
| 5. | Event ID | | |
| 6. | Event Type | | |
| 7. | Guest Numbers | | |
| 8. | Hire Period | | |
| 9. | Venue | | |
| 10. | Building | | |
| 11. | Approved Activities | | |
| 12. | Venue Hire Fees | | |
| 13. | Grants and Discounts | | |
| 14. | Deposit | | |
| 15. | Bond | | |
| 16. | Public Liability Insurance | | |
| 17. | Special Conditions | | |

**TERMS AND CONDITIONS**

## 1. HIRE AGREEMENT

**1.1 Formation:** The Hire Agreement comes into effect on the date the City signs the Hire Agreement. Until the Hire Agreement comes into effect, the Hirer's use of the Venue for the Hire Period is not confirmed or guaranteed, and the City may hire the Venue to a third party for any or all of the Hire Period.

**1.2 Scope:** Subject to the Hirer complying with the Hire Agreement, including payment of all monies, the City will provide the Hirer with:

(a) use of the Venue for the Hire Period,

(b) non-exclusive use of those parts of the Building that the City considers reasonably necessary to enable the Hirer's use of the Venue for the Event and Approved Activities, and

(c) the Event Services.

## 2. HIRER OBLIGATIONS

**2.1 True and accurate information:** The Hirer must provide the City true and accurate information regarding the Hirer's identity, use of the Venue and activities taking place, number and nature of Event attendees, duration of the Event, and other information relevant to the Hire Agreement, Event, or use of the Venue.

**2.2 Compliance**

(a) The Hirer must comply with the Hire Agreement, the Operational Documents, and any policy, procedure or operational documented provided or notified to the Hirer by the City.

(b) The Hirer must comply with all applicable laws, including WHS Law and Child Safety Law, regulations, orders, industry codes and standards in its use of the Venue. This includes laws regarding Intellectual Property Rights and privacy.

(c) The Hirer must promptly provide to the City any information, document, licence or authorisation relating to the Hirer's use of the Venue during the Hire Period, Approved Activities, or Event.

**2.3 Behaviour and respect for others**

(a) The Hirer must, and must ensure its Personnel, Event attendees and all other persons connected with the Event, show respect and consideration for other users of the Building, the community, and City Personnel.

(b) The Hirer must take all reasonable measures to manage the behaviour of all persons connected with the Event including Event attendees, Hirer Personnel, and any other person engaged or caused to be engaged by the Hirer.

(c) Where the behaviour of any person associated with the Event (including the Hirer, its Personnel, and Event attendees) is, in the reasonable opinion of the City, deemed to be disruptive, abusive, threatening, violent, or is visibly under the influence of drugs or alcohol, or demonstrating criminal behaviour; the City reserves the right to refuse such persons entry, ask such persons to leave, or have them physically removed from the Building.

**2.4 Behaviour of others and the general public**

(a) The Hirer acknowledges that the Building is a shared space with multiple spaces and events, often being booked back-to-back and concurrently.

(b) The City makes no guarantee that the behaviour or actions of other hirers, attendees, external parties, or the general public will not impact the Hirer's Event or use of the Venue.

**2.5 Scope of use**

(a) The Hirer must only use the Venue during the Hire Period for the Approved Activities, and to conduct the Event for the Event Duration.

(b) The Hirer must not enter or use any other parts of the Building other than the Venue and those parts the City deems reasonably required to enable the Hirer's use of the Venue.

(c) The Hirer acknowledges that the City may hire out the Venue to a third party immediately prior to and/or immediately following the Hire Period such that the Hirer may not be able to extend or change the Hire Period.

**2.6 Responsibility for licences:** With the exception of any licence to be provided by the City that is expressly stated in the Schedule, the Hirer is solely responsible for, and must obtain, all necessary licences for its Event, Approved Activities, and use of the Venue.

**2.7 Intellectual Property Rights**: The Hirer must ensure its Event, Approved Activities, and use of the Venue, and all associated marketing and public communications about the Event, comply with Australian Consumer Law and do not infringe the Intellectual Property Rights of any person.

**2.8 Work health and safety**

(a) In addition to its obligations under WHS Law, the Hirer must comply with the City's work health and safety policy as published on the City's website at www.cityofsydney.nsw.gov.au in its use of the Venue.

(b) The Hirer must prepare, maintain and comply with a risk assessment for its Event, Approved Activities, and use of the Venue, and provide a copy of the risk assessment to the City upon request.

**2.9 Child safety**

(a) The Hirer must comply, and must ensure that its Personnel and any other person engaged or caused to be engaged by the Hirer comply, with Child Safety Law.

(b) The Hirer agrees that:

(i) the Hirer is solely responsible for determining its obligations under Child Safety Law with respect to the Event, its use of the Venue, and the operation of its business,

(ii) any services, activities or other operations being conducted or delivered by the Hirer at the Venue, including the Event, are delivered independently and not on behalf of, or as agent for, the City,

(iii) where requested by the City, the Hirer will provide evidence to demonstrate compliance with its obligations under Child Safety Law to enable the City to verify the Hirer's compliance with clause 2.9, and

(iv) the Hirer must promptly report to the City any breaches of Child Safety Law by the Hirer, its Personnel or any other person engaged or caused to be engaged by the Hirer, or any breach of Child Safety Law associated with the Event or the Hirer's use of the Venue.

## 3. EVENT SERVICES

**3.1 Exclusivity of Event Services**

(a) Unless agreed by the City in writing, the following Event Services (where required for the Event) will be exclusively provided by the City, at the Hirer's cost:

(i) front of house supervision/management and ushering,

(ii) security, traffic control and loading dock services,

(iii) cleaning and waste removal,

(iv) technical services,

(v) operations and associated services (e.g. piano tuning), and

(vi) telecommunication and data connection.

(b) Unless agreed by the City in writing, the Hirer must use the good and beverage operator for the Building nominated by the City, at the Hirer's cost.
(c) Where the Hirer requires any other type of services for the Event, the Hirer must liaise with the City in the first instance and obtain the City's prior approval for the provision of any such services at the Venue by a contractor, third party or the Hirer itself, which shall not be unreasonably withheld.

**3.2 Technical services**

(a) The Hirer must advise the City of its audio-visual requirements for the Event (if any) at least four (4) weeks before the start of the Hire Period.
(b) The City will be the exclusive provider of audio-visual equipment and services required by the Hirer at the Venue unless:
  (i) the City is unable to supply the specified equipment or equivalent equipment, or
  (ii) the Event is a genuine touring show with its own audio-visual equipment and the Hirer can demonstrate that that the Event is a show where the equipment is transported in its entirety from one venue to another with no more than 3 days between shows. If the Event is deemed a genuine touring show, the City will supply any audio-visual equipment and services that is not actually touring.
(c) The physical installation or existence of particular equipment in the Venue does not mean the equipment and/or services are included in the Venue Hire Fees and may be subject to additional fees.
(d) The provision of any equipment by the City requires City Personnel for set-up, operation, and pack-down, which is subject to additional fees. All equipment supplied by the City must be installed and removed by or under the supervision of the City.
(e) All audio-visual equipment and technician(s) supplied by the City will be at the Hirer's cost.
(f) The Hirer must:
  (i) ensure that any audio-visual equipment used by the Hirer that was not supplied by the City is compatible with the Venue's audio-visual systems, is in sound working order and condition, and complies with any applicable specifications and standards,
  (ii) engage audio-visual technician(s) for its Event as determined by the City acting reasonably, and
  (iii) ensure that all audio-visual technicians provided by the Hirer meets the Venue's dress and presentation standards.

**3.3 Food and beverage**

(a) The Hirer must advise the City as soon as practicable if any catering or bar operations/service is required at the Venue.
(b) Where the Hirer requires any catering or bar operations/service at the Venue, the Hirer must use the food and beverage operator for the Building nominated by the City, at the Hirer's cost, unless otherwise approved in writing by the City.
(c) Where the food and beverage operator is not the City, the Hirer must engage and pay the food and beverage operator(s) directly. The cost of any such services from the food and beverage operator(s) is in addition to, and separate from, all fees and charges payable under this Hire Agreement.

## 4. FEES AND PAYMENTS

**4.1 Fees and charges**

(a) The Hirer acknowledges and agrees that it is liable for the payment of all fees, charges, and costs specified in and incurred under the Hire Agreement, or in connection with the Hirer's Event or its use of the Venue and Building, including Venue Hire Fees, Technical Services Fees, Personnel Fees, Miscellaneous Fees, and Bond.
(b) The Hirer acknowledges that any estimate or quotation for Venue Hire Fees, Technical Services Fees, Personnel Fees, and Miscellaneous Fees provided by the City is indicative only, and that the actual amounts payable will be as set out in the invoices provided in accordance with the Payment Schedule.
(c) The Hirer must pay the City the amounts due under this Hire Agreement in accordance with the Payment Schedule.
(d) All amounts specified in the Hire Agreement are inclusive of GST.

**4.2 Venue Hire Fees**

(a) The Hirer must pay the City the '**Venue Hire Fees**', being the fees for the hire and use of the Venue for the Approved Activities and the Event, in accordance with the Payment Schedule.
(b) The Hirer acknowledges that the Venue Hire Fees in the Schedule are based on the Event, Venue, Hire Period, Event Type, Approved Activities, and Guest Numbers set out in the Schedule. Any change to any of these elements may result in the Hirer being liable for additional Venue Hire Fees.
(c) The Hirer acknowledges that the Venue Hire Fees may reflect a minimum number of hours for hire of the Venue and will not be reduced where the Hirer chooses not to use the Venue for all those hours.

**4.3 Technical Services Fees**

(a) The Hirer must pay the City the '**Technical Services Fees**', being the fees for the provision of technical services required by the Hirer, or deemed reasonably necessary by the City to enable the Hirer's use of the Venue, the Approved Activities, and/or the Event, in accordance with the Payment Schedule.
(b) The Hirer acknowledges that technical services (including equipment located in the Venue and charges for City Personnel) are not included in the Venue Hire Fees and are subject to additional fees unless the equipment located in the Venue is expressly stated as included in the Hire Agreement or the Operational Documents.
(c) The Hirer acknowledges that provision of any equipment (including audio-visual equipment) by the City requires City Personnel for set-up, operation, and pack-down, which is subject to additional fees.
(d) Where the City engages a third party to provide any equipment for the Event, any costs incurred by the City for such third-party equipment (including any surcharges) will be payable to the City by the Hirer.

**4.4 Personnel Fees**

(a) The Hirer must pay the City the '**Personnel Fees**', being the fees for the provision of City Personnel for operations, cleaning, front of house, ushering, cloakroom, bar operations/service, security, loading dock, and technical services required by the Hirer, or deemed reasonably necessary by the City to enable the Hirer's use of the Venue, the Approved Activities and/or the Event, in accordance with the Payment Schedule.
(b) The Hirer acknowledges that the provision of City Personnel is not included in the Venue Hire Fees and is subject to additional fees.
(c) The Hirer acknowledges that the City may prescribe the minimum number of City Personnel required for the Event or Hirer's use of the Venue, and the provision of City Personnel is charged on a minimum number of hours per person.

(d) Where the City engages a third party to provide services for the Event, any costs incurred by the City for such third-party services (including any surcharges) will be payable to the City by the Hirer.

**4.5 Miscellaneous Fees**

(a) The Hirer's use of the Venue, requests for the provision of equipment or services, or requests for changes to the Hire Agreement may incur additional fees, as set out in the Revenue Policy.

(b) The Hirer is liable to pay the City the cost to rectify damage or replace damaged items, for additional cleaning, use beyond the Hire Period, or any other costs incurred by the City resulting from the Hirer's Event or its use of the Venue or the Building.

**4.6 Payment Schedule**

(a) The Hirer must pay the Deposit set out in the Schedule on or prior to the date of the Hire Agreement.

(b) No later three (3) weeks prior to the start of the Hire Period, the City will issue the Hirer an invoice for the Technical Services Fees, Personnel Fees, Miscellaneous Fees and Venue Hire Fees, less the amount paid as the Deposit ('**Pre-Event Invoice**').

(c) Where the date of the Hire Agreement is less than three (3) weeks prior to the start of the Hire Period, the City will issue the Hirer the Pre-Event Invoice as soon as practicable after the date of the Hire Agreement.

(d) Where the Hire Period is for an extended period, the City may issue the Hirer the Pre-Event Invoice for an initial part of the Hire Period, with the City to then issue the Hirer subsequent invoices for the Technical Services Fees, Personnel Fees, Venue Hire Fees and Miscellaneous Fees for the remaining parts of the Hire Period ('**Subsequent Invoice**').

(e) No later than one (1) week after the end of the Hire Period, the City will issue the Hirer an invoice for any additional Technical Services Fees, Personnel Fees, Miscellaneous Fees, and Venue Hire Fees incurred by the Hirer's use of the Venue ('**Post-Event Invoice**').

(f) Where the City has reasonable grounds to form an opinion that the Hirer has made substantial charges to the Venue, Hire Period, and/or Event Services following the City having issued the Pre-Event Invoice or any applicable Subsequent Invoice, the City may issue the Hirer a further invoice for any additional Venue Hire Fees, Technical Services Fees, Personnel Fees, and/or Miscellaneous Fees.

(g) Where the City has reasonable grounds to form an opinion that the Hirer has made changes to the Venue, Event, Hire Period or Event Services such as to warrant a change to the Hire Agreement, the City may issue the Hirer an invoice for the applicable Miscellaneous Fees.

(h) The Hirer must pay all invoices issued under or in connection with the Hire Agreement within seven (7) days, or at least two (2) days prior to the start of the Hire Period (or the applicable part of the Hire Period where it is a Subsequent Invoice), whichever is earlier.

(i) A failure by the Hirer to pay any invoice in accordance with the Hire Agreement may result in termination of the Hire Agreement by the City.

(j) Where there is any balance of the Bond available, the Hirer may notify the City in writing that the Bond be used towards payment of the Post-Event Invoice.

(k) Where the Hire Agreement includes multiple Hire Periods, the Payment Schedule will apply to each Hire Period unless otherwise agreed by the City.

**4.7 Bond**

(a) The Hirer must pay the Bond specified in the Schedule to the City on or prior to the date of the Hire Agreement.

(b) At the conclusion of the Hiring Period, or at the first possible opportunity, the City will inspect the Venue for any damage or issues of cleanliness resulting from the Hirer's Event or use of the Venue and/or the Building.

(c) Following the inspection described in clause 4.7(b), the City will notify the Hirer of any charges for the cleaning, replacement, repair or rectification of equipment lost, destroyed or damaged, and/or cleaning, repair or rectification of damage caused to the Venue or the Building, in connection with the Hirer's Event, or the Hirer's use or occupation of the Venue and/or the Building.

(d) Subject to the City notifying the Hirer in accordance with clause 4.7(c), the Hirer agrees to the City deducting the charges as notified from the Bond.

(e) If the amount of the Bond is insufficient to cover the charges, the Hirer must pay the additional amount when requested by the City.

(f) The balance of the Bond (if any) will be refunded to the Hirer by the City at the conclusion of this process.

**4.8 Changes to fees**

(a) The City's fees and charges are set per financial year in the Revenue Policy.

(b) The Hirer acknowledges that:

(i) Venue Hire Fees will be at the rate applicable to the financial year in which the Venue Hire Fees are paid.

(ii) Technical Services Fees and Personnel Fees will be at the rate applicable to the financial year in which the equipment and services are provided.

(iii) Miscellaneous Fees will be at the rate applicable to the financial year in which the fee is paid.

**4.9 Grants and discounts**

(a) Any discount to the Venue Hire Fees provided to the Hirer pursuant to the City's Revenue Policy are specified in the Schedule. Discounts are not applied retrospectively and only apply where stated in the Schedule.

(b) Any grant provided to the Hirer by the City, pursuant to the City's Grants and Sponsorships Policy, that is in effect at the date of the Hire Agreement is specified in the Schedule.

(c) During the term of the Hire Agreement, the Hirer must notify the City in writing as soon as practicable if it is applying for, or has received, a grant from the City applicable to the Hire Agreement that is not specified in the Schedule.

(d) Following the award of any such grant, the City will promptly refund any portion of the Venue Hire Fees paid by the Hirer that are the subject of the grant.

## 5. CHANGES

**5.1 Scope of Changes**

(a) For the purposes of clause 5, '**Change**' means:

(i) any change to the Event, Event Type, Event Duration, Guest Numbers, Approved Activities, Venue, Event Services, or Venue layout or seating configuration,

(ii) any change to the start time or end time of the Hire Period (where the time change does not change the start date or end date of the Hire Period),

(iii) any change to the start date of the Hire Period where that change is to an earlier date and there is no reduction to the overall duration of the Hire Period, or

(iv) any change to the end date of the Hire Period

where there is no reduction to the overall duration of the Hire Period.

(b) Any change to the start date of the Hire Period to a later date is considered a Postponement and subject to clause 6.

(c) Any change that reduces the overall duration of the Hire Period is considered a cancellation and subject to clause 7.3.

**5.2 Authority to make Changes**

(a) Any Change requested by the Hirer prior to the start of the Hire Period must be made and authorised by the Hirer's Representative in writing to the City.

(b) At least three (3) Business Days prior to the Hire Period, the Hirer's Representative must nominate three (3) individual persons authorised to request Changes during the Hire Period ('**Hirer Nominees**') to the City in writing.

(c) When the Hirer Nominees to the City, the Hirer must specify for each Hirer Nominee their full name, contact phone numbers, dates and times they will be at the Venue, and whether their authority to request Changes is limited to a particular area (e.g. audio-visual, ticketing).

(d) Where a request for Changes is made during the Hire Period by a person other than the Hirer's Representative or the Hirer Nominees, the City will only make the Changes once authorised by the Hirer's Representative or a Hirer Nominee.

(e) The parties acknowledge and agree that Changes made during the Hire Period may be requested and authorised orally.

(f) The Hirer must provide any authorisation of a Change by the Hirer's Representative, or a Hirer Nominee, promptly to the City.

**5.3 City acceptance of Changes**

(a) Any Change requested by the Hirer is subject to availability, and acceptance by the City.

(b) The Hirer acknowledges that any requested Change made during the Hire Period will only be considered where accepting the Change would not cause the City impact or delay in time, labour or resources, and is considered reasonable by the City.

**5.4 Cost of Changes**

(a) The Hirer acknowledges and agrees that:

(i) the Hirer is liable for the cost of any Changes requested by the Hirer's Representative or a Hirer Nominee,

(ii) the cost of any Changes will be determined by the City, in accordance with the Revenue Policy in place at the time of the requested Change, and may be at a different rate to the Venue Hire Fees, Technical Services Fees, Personnel Fees, or Miscellaneous Fees in the Hire Agreement, or those previously quoted by the City or paid by the Hirer,

(iii) the cost of any Changes may include Personnel Fees and/or Miscellaneous Fees to facilitate the Change,

(iv) where the Change involves Event Services provided by a third party engaged by the City, any Change (including cancellation of that Event Service) is subject to the third party's terms and conditions, and the Hirer is liable for all fees and charges imposed by the third party,

(v) where the Change occurs during a period of high demand for the Venue, the Change may be subject to Special Conditions and/or additional Venue Hire Fees,

(vi) where the Change results in any loss of business for the City, the Hirer is liable for the cost of such losses, and

(vii) all applicable costs, fees and charges for Changes will be included in the Pre-Event Invoice or Post-Event Invoice issued in accordance with clause 4.6.

(b) Where the Change results in any reduction to Venue Hire Fees, Technical Services Fees, Personnel Fees, or Miscellaneous Fees already paid by the Hirer, the City will apply any such amount towards the Post-Event Invoice, with any remaining balance refunded to the Hirer at the same time of the refund of any remaining Bond.

(c) The City reserves the right to waive or reduce the costs, fees and charges applicable under clause 5.4.

**5.5 Significant Changes**

(a) The Hirer is not permitted to make any of the following Changes less than three (3) Business Days prior to the start of the Hire Period:

(i) changes to the Guest Numbers in the order of 10% or 50 people (whichever is lesser),

(ii) changes to the Event, Event Type, Event Duration, or Approved Activities,

(iii) changes to the start time or end time of the Hire Period, or

(iv) changes to the Venue, Venue layout or seating configuration.

**5.6 Disputes about Changes**

(a) Where a dispute arises between the Hirer and the City in relation to any aspect of the Event or the Hirer's use of the Venue (e.g. Venue layout or seating configuration, Event Services), or whether any requested change amounts to a Change as defined in clause 5.1, the City will, subject to authorisation from the Hirer's Representative or a Hirer Nominee, make or accommodate the changes required by the Hirer where reasonably possible.

(b) The City will promptly investigate the dispute and, where the City establishes the required changes amount to a Change, and were not due to any fault of the City, the City reserves the right to charge the Hirer the cost of those Changes in accordance with clause 5.4.

## 6. POSTPONEMENT

**6.1 Scope of Postponement**

(a) For the purposes of clause 6, '**Postpone**' and '**Postponement**' means a change to the start of the Hire Period to a later date, but where the duration of the Hire Period and the Event, Event Type, Guest Numbers, Approved Activities, and Venue remains unchanged or substantially similar, as determined by the City.

**6.2 By the City**

(a) The City may Postpone the Hirer's use of the Venue at any time by notice in writing.

(b) Where Postponement occurs pursuant to clause 6.2(a), the Hirer must elect by notice in writing to the City to either:

(i) accept the Postponement, or

(ii) cancel its use of the Venue and terminate the Hire Agreement, in which case the City will promptly refund to the Hirer all Venue Hire Fees, Technical Services Fees, Personnel Fees, Miscellaneous Fees, and Bond paid by the Hirer, less any direct costs incurred by the City.

(c) The Hirer acknowledges and agrees that, where Postponement occurs pursuant to clause 6.2(a), including where it results in cancellation and termination pursuant to clause 6.2(b)(ii), the City is not liable in any way to the Hirer or its Personnel for any loss or damage, whether direct or indirect, which may be suffered or incurred by the Hirer or its

Personnel.

**6.3 By the Hirer**

(a) The Hirer may, on one occasion during the Hire Agreement, request to Postpone the Hirer's use of the Venue by notice in writing to the City.

(b) Any such request by the Hirer to Postpone must be made as soon as practicable and in any event no later than seven (7) days prior to the start of the Hire Period.

(c) The City may accept or reject any request to Postpone, and will promptly notify the Hirer in writing of its determination. Any failure of, or delay by, the City to respond to a request to Postpone will not constitute acceptance.

(d) Where the City accepts the Postponement, the Hirer acknowledges and agrees that:

(i) the Venue Hire Fees, Technical Services Fees, Personnel Fees, Miscellaneous Fees, and any Discounts are subject to change,

(ii) the Event Services, operational arrangements, and availability of equipment, services, and City Personnel are subject to change,

(iii) the Hirer is liable for any direct costs incurred by the City as a result of the Postponement, including Technical Services Fees, Personnel Fees, and Miscellaneous Fees for equipment and services already procured,

(iv) the Hirer is solely responsible for notifying all Event attendees, Hirer Personnel, and any other person connected with the Hirer's use of the Venue (other than the City), of the change,

(v) any subsequent request by the Hirer to Postpone the Hirer's use of the Venue will be deemed a cancellation of the Hirer's use of the Venue for the Hire Period and subject to clause 7.3, and

(vi) any cancellation by the Hirer of its use of the Venue where the City has already accepted a Postponement of the Hire Period under clause 6.3 will be subject to the cancellation provisions in clause 7.3 with the exception of clause 7.3(c) which will not apply and instead where the cancellation is nine months or more prior to the start of the Postponed Hire Period the City will be entitled to retain the Venue Hire Fees already paid, and the Hirer must pay the City any additional Venue Hire Fees in full (such amounts reflecting the City's genuine pre-estimate of loss arising from the cancellation by the Hirer).

(e) Where the City rejects the Postponement, the Hirer must promptly notify the City whether it wishes to continue with its use of the Venue for the Hire Period under the Hire Agreement, or if the Hirer wishes to cancel its use of the Venue for the Hire Period and terminate the Hire Agreement pursuant to clause 7.3.

(f) The Hirer acknowledges and agrees that, where the City rejects any Postponement request, the City is not liable in any way to the Hirer or its Personnel for any loss or damage, whether direct or indirect, which may be suffered or incurred by the Hirer or its Personnel.

## 7. CANCELLATION AND TERMINATION

**7.1 By the City for convenience**

(a) The City may cancel the Hirer's use of the Venue for the Hire Period and terminate the Hire Agreement at any time by notice in writing.

(b) Where the cancellation and termination occur pursuant to clause 7.1(a), the City will promptly refund to the Hirer all Venue Hire Fees, Technical Services Fees, Personnel Fees, Miscellaneous Fees, and Bond paid by the Hirer, less any direct costs incurred by the City.

(c) The Hirer acknowledges and agrees that, where the cancellation and termination occurs pursuant to clause 7.1(a), the City is not liable in any way to the Hirer or its Personnel for any loss or damage, whether direct or indirect, which may be suffered or incurred by the Hirer or its Personnel.

**7.2 By the City for cause**

(a) The City may cancel the Hirer's use of the Venue for the Hire Period and terminate the Hire Agreement at any time by notice in writing if:

(i) the Hirer fails to pay any amount due under the Hire Agreement, or any invoice issued by the City pursuant to the Hire Agreement, in accordance with the Payment Schedule,

(ii) the Hirer becomes, threatens or resolves to become or is likely to become subject to any form of insolvency, administration, receivership, bankruptcy, liquidation or analogous event,

(iii) the City reasonably considers that the Hirer provided false, misleading or incomplete information about its identity, the Event, its proposed activities or use of the Venue,

(iv) the Hirer breaches any of its obligations under the Hire Agreement which is capable of remedy and fails to remedy that breach to the City's reasonable satisfaction within seven (7) days after receiving notice from the City specifying the breach and requiring it be remedied, or at least two (2) days prior to the start of the Hire Period, whichever is the earlier,

(v) the Hirer breaches any of its obligations under the Hire Agreement and the breach is not remediable, or

(vi) the City reasonably considers that the Hirer's use of the Venue is likely to cause damage to the Venue or the Building, injury to any person, breach any relevant law, or cause material damage to the reputation of the City.

(b) For the purposes of clause 7.2, '**Termination Date**' means the date of the City's written notice provided pursuant to clause 7.2(a).

(c) Where the Termination Date is nine months or more prior to the start of the Hire Period, the City will promptly refund to the Hirer the Deposit and Bond paid by the Hirer, less any direct costs incurred by the City.

(d) Where the Termination Date is less than nine months prior to the start of the Hire Period, the Hirer must pay the City the fees calculated in accordance with the following table ('**Termination Fees**'):

| Termination Date | Termination Fees |
|---|---|
| More than three (3) months but less than nine (9) months prior to the start of the Hire Period | 100% Deposit |
| More than seven (7) days but less than three (3) months prior to the start of the Hire Period | 100% Venue Hire Fees |
| Seven (7) days or less prior to the start of the Hire Period | 100% Venue Hire Fees<br>75% Technical Services Fees<br>100% Personnel Fees<br>100% Miscellaneous Fees |
| During the Hire Period | 100% Venue Hire Fees<br>100% Technical Services Fees<br>100% Personnel Fees<br>100% Miscellaneous Fees |

(e) Where:

(i) the Hirer has been provided a grant by the City, pursuant to the City's Grants and Sponsorships Policy, for some or all of the fees, charges, and

costs specified in or incurred under the Hire Agreement, and
(ii) the City terminates the Hire Agreement pursuant to clause 7.2(a), and
(iii) the Termination Date is less than nine months prior to the start of the Hire Period,
the grant cannot be applied to any of the fees, charges, and costs that constitute the Termination Fees and instead the Hirer must pay the full amount of the Termination Fees set out in clause 7.2(d) to the City.

(f) The City will issue the Hirer one or more invoices for the Termination Fees. The Hirer must pay any such invoices within 7 days.

(g) The City may apply the Deposit and the Bond towards payment of the invoices issued pursuant to clause 7.2(f).

(h) The Hirer acknowledges that the Termination Fees applicable under clause 7.2(d) reflect the City's genuine pre-estimate of loss arising from the Hirer's breach.

(i) The City reserves the right to waive or reduce the fees applicable under clause 7.2.

(j) Clause 7.2, and the payment of any Termination Fees by the Hirer, does not limit any other remedy which the City may have against the Hirer under the Hire Agreement or at law for breach of the Hire Agreement.

**7.3 By the Hirer**

(a) The Hirer may cancel its use of the Venue for the Hire Period and terminate the Hire Agreement at any time by notice in writing.

(b) For the purposes of clause 7.3, '**Cancellation Date**' means the next Business Day after the date of the Hirer's written notice provided pursuant to clause 7.3(a).

(c) Subject to clause 6.3(d)(vi), where the Cancellation Date is nine months or more prior to the start of the Hire Period, the City will promptly refund to the Hirer the Deposit and Bond paid by the Hirer, less any direct costs incurred by the City.

(d) Where the Cancellation Date is less than nine months prior to the start of the Hire Period, the Hirer must pay the City the fees calculated in accordance with the following table ('**Cancellation Fees**'):

| Cancellation Date | Cancellation Fees |
|---|---|
| More than three (3) months but less than nine (9) months prior to the start of the Hire Period | 100% Deposit |
| More than seven (7) days but less than three (3) months prior to the start of the Hire Period | 100% Venue Hire Fees |
| Seven (7) days or less prior to the start of the Hire Period | 100% Venue Hire Fees<br>75% Technical Services Fees<br>100% Personnel Fees<br>100% Miscellaneous Fees |
| During the Hire Period | 100% Venue Hire Fees<br>100% Technical Services Fees<br>100% Personnel Fees<br>100% Miscellaneous Fees |

(e) Where:
(i) the Hirer has been provided a grant by the City, pursuant to the City's Grants and Sponsorships Policy, for some or all of the fees, charges, and costs specified in or incurred under the Hire Agreement, and
(ii) the Hirer cancels its use of the Venue for the Hire Period and terminates the Hire Agreement, and
(iii) the Cancellation Date is less than nine months prior to the start of the Hire Period,
the grant cannot be applied to any of the fees, charges, and costs that constitute the Cancellation Fees and instead the Hirer must pay the full amount of the Cancellation Fees set out in clause 7.3(d) to the City.

(f) The City will issue the Hirer one or more invoices for the Cancellation Fees. The Hirer must pay any such invoices within 7 days.

(g) The City may apply the Deposit and the Bond towards payment of the invoices issued pursuant to clause 7.3(f).

(h) The Hirer acknowledges that the Cancellation Fees applicable under clause 7.3 reflect the City's genuine pre-estimate of loss arising from the cancellation by the Hirer.

(i) The City reserves the right to waive or reduce the Cancellation Fees applicable under clause 7.3.

**7.4 No show**

(a) Where the Hirer:
(i) does not use the Venue during the Hire Period, or
(ii) has advised the City it will not be conducting the Event or using the Venue during the Hire Period and a Postponement has not been accepted by the City in accordance with clause 6.3, or
(iii) commences its use of the Venue substantially after the start of the Hire Period such that the City considers the Hirer's use of the Venue cannot be completed by the end of the Hire Period,
the Hirer will be deemed to have cancelled its use of the Venue for the Hire Period and terminated the Hire Agreement.

(b) Where the Hirer is deemed to have cancelled its use of the Venue and terminated the Hire Agreement pursuant to clause 7.4(a), the City will be entitled to retain the Venue Hire Fees already paid, and the Hirer must pay the City the Technical Services Fees, Personnel Fees, Miscellaneous Fees, and any additional Venue Hire Fees in full (such amounts reflecting the City's genuine pre-estimate of loss arising from the cancellation by the Hirer).

(c) The City will issue the Hirer one or more invoices for the Technical Services Fees, Personnel Fees, Miscellaneous Fees, and any additional Venue Hire Fees due under clause 7.4(b). The Hirer must pay any such invoices within 7 days.

(d) The City may apply the Bond towards payment of the invoices issued pursuant to clause 7.4(c).

(e) The City reserves the right to waive or reduce the fees applicable under clause 7.4.

**7.5 Force Majeure**

(a) For the purposes of clause 7.5, '**Force Majeure Event**' means in relation to a party an act, omission or circumstance which:
(i) is beyond the reasonable control or foresight of that party,
(ii) constitutes a fire, flood, earthquake, act of terrorism, riot or civil commotion, blockade, explosion, war, state of emergency, communicable disease for which a relevant Australian government or agency has issued affected area warnings or health orders, strike or lock-out or other industrial action, restrictions or prohibitions issued by a relevant Australian government or agency, and
(iii) arose after the date of the Hire Agreement.

(b) Any party seeking to cancel the Hirer's use of the Venue and terminate the Hire Agreement on the basis of a Force Majeure Event must notify the other party in writing as soon as practicable.

(c) Where the Hirer's use of the Venue is cancelled and the Hire Agreement terminated pursuant to clause

7.5:

(i) the City will be entitled to retain that portion of the Venue Hire Fees, Technical Services Fees, Personnel Fees, and Miscellaneous Fees for that part of the Hire Period and Event Services provided, and to cover any direct costs incurred, by the City up to the date notice of the Force Majeure Event was provided, and

(ii) the Hirer acknowledges and agrees that the City is not liable in any way to the Hirer or its Personnel for any loss or damage, whether direct or indirect, which may be suffered or incurred by the Hirer or its Personnel.

## 8. INSURANCE AND INDEMNITY

### 8.1 Public liability insurance

(a) The Hirer must effect and maintain for the duration of the Hire Agreement, including the Hire Period, public liability insurance of not less than the amount stated in the Schedule for each occurrence of bodily injury and property damage, with an insurer acceptable to the City.

(b) The Hirer must provide to the City upon request a copy of the certificate of currency for the public liability insurance that lists the Hirer as insured (the name of the Hirer on the certificate of currency must be identical to the name of the Hirer on the Hire Agreement).

### 8.2 Other insurances

(a) The Hirer must provide and maintain for the duration of the Hire Agreement, including the Hire Period, insurance for employees, contractors, volunteers, invitees or guests for workers compensation as required by law.

(b) The Hirer must provide to the City upon request a copy of the certificate of currency for the workers compensation insurance.

(c) Any other insurances are the sole responsibility of the Hirer.

### 8.3 Release

(a) The Hirer agrees to access and use the Venue and the Building at its own risk and releases to the fullest extent permitted by law the City and its Personnel from all claims, demands and liability and from all loss, damage or injury suffered by the Hirer, its Personnel and Event attendees:

(i) in respect of any theft, loss or damage occurring to any property in or about the Venue and/or Sydney Town Hall,

(ii) in respect of the death of or injury to any person,

(iii) in respect of any interruption or disturbance to the Hirer's activities at the Venue and/or Sydney Town Hall carried on at any time by the City, its Personnel or other hirers, or

(iv) arising out of the Hirer entering into this Hire Agreement.

(b) The release in clause 8.3 survives the expiry or termination of the Hire Agreement.

### 8.4 No responsibility

(a) The Hirer acknowledges and agrees that the City is not responsible for the success (perceived or otherwise) of the Event, or the satisfaction (perceived or otherwise) of the Hirer or Event attendees.

(b) The Hirer acknowledges the Event may be impacted by such events as equipment or technical failures, the condition and/or cleanliness of the Venue, the activities of other hirers, unavailability of equipment or services, weather conditions, human error, miscommunication or misunderstanding, third parties, suppliers, Event attendees, the general public, and other unforeseen circumstances beyond the reasonable control of the City.

(c) In such situations, the Hirer acknowledges and agrees that the City is not required to waive or refund any portion of the fees paid or payable under the Hire Agreement. Any decision to do so by the City does not reflect an admission of liability.

### 8.5 Indemnity

(a) Without limiting the City's other rights under this Hire Agreement or otherwise at law, the Hirer indemnifies the City and its Personnel against any claim, damage, expense, loss, cost (including reasonable legal costs) or liability (including liabilities of the City to third parties) arising out of or in connection with:

(i) loss of, loss of use of, destruction or damage to real or personal property of the City or any third party, including existing property,

(ii) injury to, or disease or illness (including mental illness) or death of, persons,

(iii) infringement of the Intellectual Property Rights of any person,

to the extent that, and in proportion to which, such claim, damage, expense, loss, cost or liability arises from the Hirer's access to or use of the Venue or Building; a breach of this Hire Agreement by the Hirer; or any negligent act or omission of the Hirer or its Personnel.

(b) The Hirer's liability under clause 8.5(a) will be reduced proportionally if, and to the extent that, the City or the City's Personnel directly caused or contributed to any such losses.

(c) The indemnity in clause 8.5 survives the expiry or termination of the Hire Agreement.

### 8.6 No warranty

(a) To the extent permitted by law, the City makes no warranties or guarantee about the suitability or fitness for purpose of the Venue, the Event Services, or any equipment, services or Personnel provided by the City under or in relation to the Hire Agreement.

(b) The Hirer acknowledges it has carried out its own enquiries about the adequacy and suitability for use of the Venue and the Event Services for the Hirer's Event.

## 9. GENERAL

### 9.1 Notices

(a) A notice or other communication under the Hire Agreement is only effective if it is in writing, signed and either delivered to the party's address or sent to the party's representative, as outlined in the Schedule, by mail or email.

(b) A notice or other communication is regarded as given and received:

(i) if it is delivered, when it has been received by a representative of the party at the party's address,

(ii) if it is sent by mail, 5 Business Days after it is posted, or

(iii) if sent by email, at the time sent, unless the sender receives a notification that the email was not successfully sent.

### 9.2 Variations

(a) The Terms and Conditions of the Hire Agreement can only be varied by way of written agreement signed by both the City and the Hirer.

(b) Variations to the Schedule of the Hire Agreement must, subject to the Terms and Conditions of the Hire Agreement, be agreed between the parties and will take effect:

(i) for variations prior to the Hire Period, when the City advises the Hirer of the variation in writing, and

(ii) for variations that occur during the Hire Period, in

accordance with clause 5.

**9.3 Disputes:** In the event of a dispute arising in relation to an interpretation or application of any aspect of the Hire Agreement, the Operational Documents, the decision of the City's CEO shall be final and conclusive.

**9.4 Prohibition of assignment**

(a) The Hirer must not transfer, assign, pass-on, sub-let or sub-hire any rights or obligations under the Hire Agreement.

(b) The Hirer must not enter into the Hire Agreement on behalf of another party.

(c) The Terms and Conditions, fees, charges, rates, benefits (perceived or otherwise), grants, discounts, and waivers apply to the Hirer and this Hire Agreement only and may not apply to other hirers or other hire agreements for the Venue entered into by the City.

**9.5 Entire agreement:** The Hire Agreement constitutes the entire agreement between the parties and supersedes any prior representations, understandings or arrangements between the parties, whether orally or in writing. Nothing in this clause is intended to exclude liability for fraudulent misrepresentations or any other representations which cannot be excluded by law.

**9.6 Relationship and interest**

(a) The Hirer must not represent itself as being a partner, employee or agent of the City.

(b) The Hire Agreement does not create the relationship of landlord and tenant between the Hirer and the City. The Hirer has a personal right of occupation of the Venue and has no interest in the Venue. The legal right to possession of and control over the Venue remains vested in the City at all times.

**9.7 Role of the City:** Nothing in the Hire Agreement in any way restricts or otherwise affects the City's unfettered discretion to exercise its statutory powers as a public authority.

**9.8 Waiver**

(a) A right created by the Hire Agreement cannot be waived except in writing signed by the party entitled to that right.

(b) Delay by a party in exercising a right does not constitute a waiver of that right, nor will a waiver of a right (whether wholly or in part) by a party operate as a subsequent waiver of the same right or of any other right of that party.

**9.9 Severance:** The invalidity, illegality or unenforceability of any provision of the Hire Agreement will not affect the validity or enforceability of any other provisions.

**9.10 Governing law and jurisdiction:** The Hire Agreement is governed by and construed in accordance with the law of the State of New South Wales. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales in relation to all matters arising under or in relation to the Hire Agreement.

**9.11 Electronic execution:** The parties acknowledge and agree to the Hire Agreement being executed electronically, and in counterparts, in accordance with the *Electronic Transactions Act 2000* (NSW).

## 10. DEFINITIONS & INTERPRETATION

### 10.1 Definitions

**'Bond'** means the amount set out in the Schedule, payable by the Hirer in accordance with clause 4.7(a), as security for the Hirer's performance of its obligations under the Hire Agreement.

**'Business Day'** means a day other than a Saturday, Sunday or public holiday on which banks are open for general banking business in Sydney, Australia.

**'Cancellation Date'** has the meaning given in clause 7.3(b).

**'Cancellation Fees'** has the meaning given in clause 7.3(d).

**'Change'** has the meaning given in clause 5.1.

**'Child Safety Law'** means the *Child Protection (Working with Children) Act 2012* (NSW), the Child Protection (Working with Children) Regulation 2013 (NSW), *Children's Guardian Act 2019* (NSW) and any other child protection law that may apply to the Hirer in connection with its use of the Venue under the Hire Agreement.

**'City'** means the Council of the City of Sydney ABN 22 636 550 790.

**'Customs House'** means the land and buildings in Lot 23 Section 103 in Deposited Plan 984172, also known as 31 Alfred Street, Sydney.

**'Deposit'** means the amount set out in the Schedule, payable by the Hirer in accordance with the Payment Schedule, that is a portion of the fees, charges, and costs (other than the Bond) payable by the Hirer under the Hire Agreement.

**'Eternity Playhouse'** means the land and buildings in Lots 1-3 in Deposited Plan 986840 and Lot 1 in Deposited Plan 1045646, also known as 39 Burton Street, Darlinghurst.

**'Event Services'** means the services that the City will provide to the Hirer (including technical services and City Personnel) at the Hirer's cost which must be obtained exclusively from the City in accordance with clause 3.1.

**'Grants and Sponsorship Policy'** means the City's grants and sponsorship policy that provides the framework for managing grant and sponsorship requests, as published on the City's website and updated from time to time

**'Force Majeure Event'** has the meaning given in clause 7.5(a).

**'Hire Agreement'** means, in order of priority, the Special Conditions, Terms and Conditions, and the Schedule.

**'Intellectual Property Rights'** means all present and future rights conferred in law in relation to any copyright, moral rights, trade marks, designs, patents, plant varieties, business and domain names, get-up, goodwill, inventions and information, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields, whether or not registrable, registered or patentable that exist or come to exist anywhere in the world.

**'Operational Documents'** means the documents/plans for the Venue and/or Building provided to the Hirer by the City and with which the Hirer must comply including the Venue Specifications, Event Logistics, Emergency & Evacuation Plan, Technical Services, Food & Beverage.

**'Paddington Town Hall'** means the land and buildings in Lot 10 in Deposited Plan 867184, also known as 247-249 Oxford Street, Paddington.

**'Payment Schedule'** means the process and timings for payments to be made by the Hirer under the Hire Agreement, as set out in clauses 4.6(a)-4.6(h).

**'Personnel'** means the officers, employees, agents, contractors, subcontractors, and volunteers of a party to the Hire Agreement.

**'Personnel Fees'** has the meaning given in clause 4.4(a).

**'Pre-Event Invoice'** has the meaning given in clause 4.6(b).

**'Post-Event Invoice'** has the meaning given in clause 4.6(d).

**'Postpone'** has the meaning given in clause 6.1(a).

**'Revenue Policy'** means the City's revenue policy listing fees and charges for the financial year, as published on the City's website and updated from time to time.

**'Subsequent Invoice'** has the meaning given in clause 4.6(d).

**'Sydney Town Hall'** means the land and buildings in Part of Lot 100 in Deposited Plan 1048011, also known as 483 George Street, Sydney.

**'Technical Services Fees'** has the meaning given in clause 4.3(a)

**'Venue'** means the space(s) within the Building to be used by the Hirer as set out in the Schedule.
**'WHS Law'** means the *Work Health and Safety Act 2011* (NSW), regulations and other instruments under it including any rules, codes of practice, and Australian Standards.

Any other term that starts with a capital letter and used in these Terms and Conditions has the meaning given to it in the Schedule, as varied in accordance with clause 9.2(b).

**10.2 Interpretation:** In the Hire Agreement, unless the context otherwise requires:

(a) clause and subclause headings shall not be used in the interpretation of the Hire Agreement,
(b) words in the singular include the plural and words in the plural include the singular, according to the requirements of the context,
(c) words importing a gender include every gender,
(d) a reference to $ or dollars is to Australian dollars,
(e) the words "including, "include" and "included" are deemed to be followed by the words "without limitation",
(f) a reference to legislation or a provision of legislation is to that provision or legislation as amended, re-enacted or replaced from time to time,
(g) a reference to a body which ceases to exist is a reference to a body having substantially the same objects as the named body,
(h) where the Hirer comprises more than one person, each of the persons comprising the Hirer will be jointly and severally liable under the Hire Agreement,
(i) words defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) shall have the same meaning in clauses in the Hire Agreement about GST, and
(j) the Hire Agreement is not to be interpreted against the interests of a party merely because that party proposed this document or some provision of it or because that party relies on a provision of this document to protect itself.

**EXECUTED AS AN AGREEMENT.**

**Signed for and on behalf of the Council of the City of Sydney by its duly authorised officer in the presence of:**

| | |
|---|---|
| Signature of witness | Signature of authorised officer |
| *Electronic signature of:* | *Electronic signature of:* |
| Name of witness | Name of authorised officer |
| *Affixed by me on:* | *Affixed by me on:* |
| Date signed | Date signed |

This document was signed in counterpart and witnessed over audio visual link in accordance with section 14G of the *Electronic Transactions Act 2000* (NSW).

Delete the execution blocks that are not applicable.

**Legal Note**: use this execution block if the Hirer is a company with more than one company director.
**Signed by the Hirer in accordance with section 127 of the Corporations Act 2001:**

| | |
|---|---|
| Signature of company director | Signature of company director/secretary |
| *Electronic signature of:* | *Electronic signature of:* |
| Name of company director | Name of company director/secretary |
| *Affixed by me on:* | *Affixed by me on:* |
| Date signed | Date signed |

**Legal Note**: use this execution block if the Hirer is a company with a sole company director/secretary.
**Signed by the Hirer in accordance with section 127 of the Corporations Act 2001:**

Signature of sole company director/secretary

*Electronic signature of:*

Name of sole company director/secretary

*Affixed by me on:*

Date signed

**Legal Note**: use this execution block if the Hirer is a company signing under a power of attorney.
**Signed by the attorney of the Hirer under power of attorney dated _____ who has no notice of revocation of that power of attorney in the presence of:**

| | |
|---|---|
| Signature of witness | Signature of attorney |
| *Electronic signature of:* | *Electronic signature of:* |

| | |
|---|---|
| Name of witness | Name of attorney |
| *Affixed by me on:* | *Affixed by me on:* |
| Date signed | Date signed |

This document was signed in counterpart and witnessed over audio visual link in accordance with section 14G of the *Electronic Transactions Act 2000* (NSW).

**Legal Note**: use this execution block if the Hirer is an individual/sole trader.
**Signed by the Hirer in the presence of:**

| | |
|---|---|
| Signature of witness | Signature of Hirer |
| *Electronic signature of:* | *Electronic signature of:* |
| Name of witness | Name of Hirer |
| *Affixed by me on:* | *Affixed by me on:* |
| Date signed | Date signed |

**Legal Note**: use this execution block if the Hirer is an association incorporated in NSW.
**Signed by the Hirer by its duly authorised representatives in accordance with section 22 of the Associations Incorporation Act 2009 (NSW):**

| | |
|---|---|
| Signature of authorised representative | Signature of authorised representative |
| *Electronic signature of:* | *Electronic signature of:* |
| Name of authorised representative | Name of authorised representative |
| Position of authorised representative | Position of authorised representative |
| *Affixed by me on:* | *Affixed by me on:* |
| Date signed | Date signed |