

CONDITIONS OF HIRE / AGREEMENT

Recitals

- A VenuesLive is responsible for the management of functions at the WIN Entertainment Centre and WIN Stadium, on behalf of the WSEC.
- B VenuesLive has agreed to make available the function room space/s, catering and associated function services for the Hirer on the terms and conditions set out in this Agreement.

The parties agree

in consideration of, among other things, the mutual promises contained in this Agreement:

1.0 Definitions

- a) Business Day means a day on which banks are open for business in Sydney excluding a Saturday, Sunday or public holiday.
- b) Confirmation means the confirmation of reservation as executed by the Hirer confirming the event and forms part of this Agreement.
- c) Deposit means the sum payable in accordance with clause 3.1.
- d) Function means the activity, event or function that the Hirer wishes to conduct at the WSEC.
- e) Function Date is the date on which the function commences.
- f) Hirer means the person, company or association which is party to this Agreement.
- g) Hiring Period means the period specified in the Confirmation.
- h) Hiring Purpose means the purpose of the Function specified on the Confirmation.
- i) Operator of WSEC means the NSW government agency Venues NSW
- j) Prices means the agreed prices as set out in in the Confirmation.
- k) WSEC means WIN Sports and Entertainment Centres, located at the corner of Crown and Harbour Streets Wollongong, NSW 2500 and includes the playing field and all facilities, fixtures, function spaces in or in the area immediately surrounding the WIN Sports and Entertainment Centres.

2.0 Agreement For Hire

- 2.1 The terms and conditions set out in this Agreement, the Confirmation and the Prices form the entire agreement between the parties.
- 2.2 Subject to the execution of this Agreement, payment of the Deposit by the Hirer to VenuesLive as specified in this Agreement (where applicable), VenuesLive will hire the function spaces and/or the function facilities (as applicable and set out in the Confirmation) to the Hirer for the Function during the Hiring Period.
- 2.3 This Agreement is not binding on VenuesLive until the parties have executed both the Confirmation and this Agreement and the Deposit has been paid and received by VenuesLive.

3.0 Deposit

- 3.1 To confirm the Function booking, the Hirer must pay VenuesLive a Deposit as follows:
- a) 20% of the estimated total amount payable by the Hirer (as set out in the Confirmation and includes any agreed amendments) at least 14 Business Days prior to the Function Date; or
 - b) 50% of the estimated total amount payable by the Hirer (as set out in the Confirmation and includes any agreed amendments) where the Function Date is less than 14 Business Days from the date of this Agreement.
 - c) The Hirer must provide credit card details at the time of contract, to cover incidentals charges post event. The Credit card on file will be charged 5 business days after the receipt of the final invoice for any outstanding balances.

4.0 Booking, Final Confirmation and Payment

- 4.1 The Hirer must confirm the final number of patrons attending the Function (and attending each day where the Function is over more than one day) at least 5 Business Days prior to the Function Date.
- 4.2 The Hirer must pay in full the amount set out in the Confirmation (including any agreed amendments) at least 5 Business Days prior to the Function Date.
- 4.3 The Hirer must prepay VenuesLive the aggregate of the following charges:
- a) 100% of the meal/package catering or food and beverage Prices;
 - b) On Consumption Beverage minimum charges which are:
 - i) \$15.00 per person for cocktail Functions;
 - ii) \$15.00 per person for dinner Functions; and
 - iii) the nominated amount per person as advised by VenuesLive for all other Functions; and
 - c) 100% of the cost of any additional Hirer requirements.
- 4.4 The Hirer agrees that the amount payable in respect of beverages will be calculated according to VenuesLive's records of consumption as recorded during the Function.

- 4.5 The Hirer must pay any outstanding amount within 5 Business Days after the receipt of a valid tax invoice provided by VenuesLive, subject to any agreed:
- variations in beverage consumption;
 - increase in confirmed numbers of patrons;
 - extension of the Function timings; and/or
 - any other additional requirements of the Hirer and the costs of such requirements.
- 4.6 The credit card on file will be charged 5 business days after the receipt of the final invoice, for any outstanding amount.
- 4.7 A \$5.00 per hour, per guest surcharge applies to all Functions that extend past the agreed event finish time. Surcharges are calculated on the greater of either the confirmed minimum guests or the actual number that attended the Function.
- 5.0 Conflict of Dates**
- 5.1 Due to the nature and primary purpose of the WSEC, VenuesLive reserves the right, to reschedule the Function to the next closest available date should that part of the WSEC be required for a major event on the Function Date.
- 5.2 VenuesLive will use its best endeavours to keep the Hirer informed of any possible conflicts between the date of a major event and the Function Date.
- 5.3 If the parties agree that rescheduling the Function is impractical or not suitable, VenuesLive agrees to refund the Deposit and any amounts paid by the Hirer in full in respect of this Agreement.
- 6.0 Cancellation by Hirer**
- 6.1 If the Hirer cancels a booking and/or terminates this Agreement, the Hirer must do so in writing and any non-cancellable Function costs or costs already incurred, must be paid by the Hirer.
- 6.2 In addition and subject to clause 6.1, if the Hirer cancels the booking and/or terminates this Agreement:
- more than three (3) months prior to the Function Date, VenuesLive will refund 100% of the initial deposit;
 - between one month and three months prior to the Function Date, VenuesLive will retain 100% of the Deposit,
 - Between 10 Business Days and one month prior to the Function Date, VenuesLive will retain the Deposit and in addition, the Hirer must pay VenuesLive 20% of the total estimated cost of the Function.
 - Between 10 Business Days and 5 Business Days prior to the Function Date, VenuesLive will retain the Deposit and in addition, the Hirer must pay VenuesLive 50% of the total estimated cost of the Function.
 - Less than 5 Business Days prior to the Function Date, VenuesLive will retain the Deposit and in addition, the Hirer must pay VenuesLive 100% of the total estimated cost of the Function.
- 6.3 The Hirer, acting reasonably, may vary the number of patrons attending the Function up to 20 Business Days prior to the Function Date. If the Hirer reduces the number of patrons attending the Function by more than 15% within 20 Business Days of the Function Date, the Hirer will be deemed to have cancelled the booking and clause 6.2 will apply
- 7.0 Cancellation By VenuesLive**
- 7.1 VenuesLive may cancel the booking or offer alternative dates on 24 hour notice if in its reasonable opinion:
- the Function facilities will be unfit for use during the Hiring Period;
 - in the event of an emergency; or
 - the Hirer fails to comply with the terms of this Agreement.
- 7.2 If VenuesLive cancels the booking or terminates this Agreement, the Deposit and any monies paid by the Hirer will be repaid to the Hirer in full.
- 7.3 VenuesLive or its agents will not be liable for any loss, damage or consequential loss arising out of or in connection with the cancellation of a booking or termination of this Agreement pursuant to this clause.
- 7.4 VenuesLive will consult with the Hirer in an endeavour to reach agreement on an alternative Hiring Period suitable to both parties.
- 8.0 Audio-visual Policy**
- The Hirer acknowledges that any function facility, room or space is hired on a fully serviced basis which includes audio visual services. All audio visual and staging services at the WSEC will be provided by the Operator's audio visual and staging service provider at the expense of the Hirer unless otherwise agreed. Charges apply when external audio visual suppliers require access outside WSEC operating hours, and external audio suppliers will be required to undertake an induction of WSEC provided by the Operator.
- 8.1 Rigging and Safety Standards**
- All equipment suspended in Function areas and all freestanding structures over two metres in height, must be inspected and approved by a nationally accredited Rigger, certified under the applicable Work Cover NSW regulations. In addition, all staff of the Hirer or engaged by the Hirer operating scissor lifts must be certified operators of scissor lift type platforms, ensuring that these devices can be used without risking workplace safety, and without damaging the WSEC.

8.2 Public Liability Insurance

The Hirer must have and maintain for the duration of the Hiring Period, a public liability insurance policy for the amount of \$20 million for each and every occurrence.

8.3 Electrical Safety

The Hirer acknowledges that all use of electrical power outlets in the WSEC must be performed by technicians who have undergone formal training in the WSEC's electrical system. All equipment must have a safety compliance tag issued by a certified and licensed electrician.

8.4 Other Safety Issues

All equipment, sets, draping and other items used at the WSEC must comply with the Operator's fire regulations, including non-interference with designated fire exits. VenuesLive and the Operator require prior notification of any devices that produce naked flames and/or smoke and such devices must not be used unless by a licensed pyrotechnic operator and only with VenuesLive and the Operator's prior consent.

8.5 Touring Events/Functions

If the Function is part of a touring road-show and both the Hirer's equipment and crew are also touring, the Hirer, with the Operator and VenuesLive's prior consent, may use the touring contractor for its audio-visual and staging requirements. The touring contractor must comply with the Operator's work, health and safety policy and comply with the requirements of this clause. The touring contractor must be supervised at all times by a representative of the Operator's audio-visual and staging team, at an hourly rate payable by the Hirer, unless otherwise agreed.

9.0 Hirers Obligations

9.1 The Hirer must not, without the prior written approval of VenuesLive:

- a) use the Function facilities for any purpose other than the Hiring Purpose;
- b) allow any person, not under the control or subject to the direction of the Hirer to use the Function facilities;
- c) use any electronic equipment including but not limited to scoreboards or timing equipment that is not the property of VenuesLive;
- d) bring or permit to be brought, into the WSEC any alcoholic beverage;
- e) re-hire, sublet or licence the Function facilities, or any part of them to any person;
- f) book a Function facility on a match day for the purpose of selling hospitality packages to any event taking place at WSEC on that day;
- g) use any part of the WSEC other than the Function facilities allocated specifically for the Function;
- h) alter, move or remove any fixture, fitting or furnishing of the WSEC;
- i) bring, or permit to be brought into the WSEC any animal;
- j) erect or display within the WSEC, any advertisement without the prior written consent of VenuesLive provided not less than 5 Business Days prior to the commencement of the Hiring Period or erect or display such advertisement contrary to any condition reasonable imposed by VenuesLive;
- k) erect or display within the WSEC any advertisement or signage which in any way impedes or obstructs the clear vision of any existing advertising or signage within the WSEC;
- l) alter, move or damage any existing advertisement or signage;
- m) permit radio or television broadcast, motion pictures or other film, recording of audio or video recordings of any activities, Function or event in the WSEC other than the Hirer's Function;
- n) make or organise any collection in or adjacent to the WSEC;
- o) conduct any game of chance, or mixed chance and skill, sweepstake or lottery in or bet or wager, or permit any person to bet or wager in or adjacent to the WSEC;
- p) bet or wager, or permit any person to bet or wager in or adjacent to the WSEC, or do so contrary to any condition imposed by VenuesLive;
- q) erect any marque, awning, hut, stall or similar structure in or adjacent to the WSEC or do so contrary to any condition imposed by VenuesLive;
- r) sell, offer or expose for sale or permit to be sold, offered or exposed for sale any refreshments or other goods or any service;
- s) use equipment belonging to VenuesLive not included in this Agreement; and
- t) use the Function facilities in any manner that, in the opinion of VenuesLive, are or may become detrimental to VenuesLive.

9.2 The Hirer must comply with the requirements of any legislation or any other relevant act, by laws, rules or regulations, in respect of this Agreement and shall be liable for any breach of any such legislation, acts, by-laws, rules and regulations.

9.3 The Hirer must not hawk, sell or merchandise any item whatsoever in the WSEC without the prior written consent of VenuesLive provided not less than 5 Business Days prior to the commencement of the Hiring Period. If VenuesLive

consents to the sale of merchandise, the Hirer must pay 10% of the gross sales revenue to VenuesLive within 5 Business Days of the conclusion of the Hiring Period accompanied by a statement certifying the quantum of gross sales. The Hirer shall permit VenuesLive, on reasonable notice, to inspect all books, account, records, ledgers and other documents relating to the sales of merchandise by the Hirer during the Hiring Period.

- 9.4** The Hirer acknowledges that it must engage the catering services provided by VenuesLive for the provision of all catering, including all food and beverages to be consumed on the premises during the Hiring Period and must not engage any other caterer to providing catering services for the Function.
- 9.5** The Hirer acknowledges that the WSEC is a licensed premises and that VenuesLive sells, serves and supplies alcohol and alcoholic beverages responsibly and in accordance with the Liquor Act 2007 (NSW) and the regulations pursuant to that act. For the avoidance of doubt - no alcoholic beverages may be brought onto or taken off the WSEC site.
- 10.0** **Damage to the WSEC**
The Hirer must pay VenuesLive the cost of replacing, repairing or making good any damage to the WSEC or VenuesLive equipment, due to an act or omission of the Hirer, its employees, guests or patrons attending the Function, except to the extent that such loss or damage arises from the negligent acts or omission of VenuesLive or its employees or agents.
- 11.0** **Signage and Decoration**
- 11.1** The Hirer must not, unless with the prior written approval of VenuesLive:
- use any nails, screws, adhesives or fastening driven into or attached to the walls, doors, glass, floors, furniture, fittings or equipment; or
 - use any scenery, decorations, posters, advertisements, flags;
 - erect, fix, hang or display emblems of any kind.
- 11.2** All goods, equipment, property or materials brought in by, or on behalf of the Hirer, remain at all times the responsibility of the Hirer and must be removed from the WSEC by the Hirer at the Hirer's cost.
- 11.3** If the Hirer does not remove all its goods, equipment, property or materials, the Hirer will become liable to VenuesLive and incur the costs of storage or disposal of its goods, equipment, property or materials.
- 11.4** The Hirer is responsible for all costs to set up and break down the Function facilities and spaces.
- 12.0** **Admission and Removal of a Person**
- 12.1** VenuesLive may at any time, in its reasonable discretion:
- refuse admission of any person to the WSEC; or
 - direct any person or persons to leave the WSEC,
- if it believes, acting reasonably, that the behaviour of such persons is inappropriate.
- 12.2** The Hirer must use its best endeavours to assist VenuesLive in enforcing VenuesLive's decision to remove a person, where:
- a person who has been refused admission to the WSEC enters or attempts to enter the WSEC; or
 - a person who has been directed to leave the WSEC fails to do so.
- 12.3** If VenuesLive closes the Function facilities or the WSEC due to the acts of the Hirer or the patrons attending the Function:
- the Hirer will be deemed to have voluntarily abandoned the hiring of the Functions facilities for the Function;
 - any amounts paid by the Hirer will not be refunded; and
 - VenuesLive will not be liable for any loss or damage sustained as a result of the closure of the Function facilities or the WSEC.
- 13.0** **Smoking & Fire**
The Hirer acknowledges that smoking is not permitted within the WSEC and within 11 metres of the entrances to the site, the following terms must be adhered to without exception:
- All Fire Exits and public entrances must not be obstructed at any time;
 - Combustible items or ignition sources are restricted from being placed inside the premises;
 - Any materials such as flags, banners, promotional materials must be flame retardant;
 - No egress widths can be obstructed partly or completely;
 - No covering of extraction or pressurisation vents; fire detection systems can be isolated during occupation;
 - No temporary infrastructure can obstruct a fire appliance from approaching the building; and
 - Any temporary infrastructure in the foyer must be adequately resourced to break down in an emergency.
- 14.0** **Cleaning**
- 14.1** The Hirer acknowledges that all Function facilities and any areas of the WSEC used by the Hirer during the Hiring Period must be left in a clean condition at the conclusion of the Hiring Period.

- 14.2** If VenuesLive, acting reasonably, deems that the Function facilities or any areas of the WSEC used by the Hirer during the Hiring Period must be cleaned, the Hirer will incur all additional cleaning costs payable to VenuesLive.
- 15.0 Set up**
The hirer acknowledges that the WSEC requires final set up requirements and signed floorplans 5 business days prior to the function date. If major changes to the set up are requested by the Hirer within 5 days and/or during the function then additional set up fees will apply. The fees will be based on the number of set up staff rostered and hours worked to conduct the changes.
- 16.0 Liability and Indemnity**
- a) VenuesLive will take all necessary care, but accepts no responsibility for the damage or loss of items or any personal injury suffered by any person before, during or after a Function. It is the Hirer's responsibility to arrange its own insurance cover for property and equipment damage and public liability where appropriate.
 - b) The Hirer will indemnify VenuesLive against any loss or property damage to the WSEC premises arising out of the Hirer's use thereof during the period of this Agreement and for any personal injury, death or loss of or damage to any property or any person arising out of or as a consequence of the Hirer's use of the WSEC premises or services except that such loss, damage, injury or death arises from the negligent act or omission of VenuesLive.
- 17.0 Liquor and Dietary Requirements**
- a) Due to licensing laws, beverages are not to be brought onto or taken off the premises by any party.
 - b) Beverage service for dinner functions ceases 30 minutes prior to the scheduled conclusion of the function.
 - c) Functions with alcohol service will require security; this service will be charged at commercial rates.
 - d) VenuesLive can provide vegetarian, vegan, gluten free and kids meal options etc. for your Function. If meals of this type are required, VenuesLive must be informed (3) days prior to the function taking place by the hirer. Some special dietary requirements may carry additional charges.
 - e) Our suggested menus are selected from our comprehensive range of food and beverage items. However we are pleased to offer alternate menu options and or tailor menus to suit your specific requirements.
- 18.0 Car parking**
- a) Car parking arrangements is dependent on the Event Schedule and may change at short notice.
 - b) Car parking spaces are subject to availability on the day of the Function and two car parking spaces are available on non-event days in the southern stadium car park
 - c) Unless specifically organised with VenuesLive and the WSEC, the Hirer acknowledges that no dedicated parking exists, and guests will need to make their own arrangements.
- 19.0 Security**
The Operator and/or VenuesLive reserve the right to require security staff to be provided for the Function. WSEC Guards will be provided in these occurrences and this service will incur additional fees.