

**Venue Hire:** Subject to payment of the Deposit and unless cancelled by 107 Projects Inc. (107P), 107P agrees to hire that part of the Venue specified under Event Location to the Hirer for the duration of the Agreed Times on the Event Date(s) for the purpose of the Event on the terms of this agreement in consideration for the payment by the Hirer to 107P of the Hiring Fee, the Additional Charges, and the Commission (if any). Where Hire Type is Non Exclusive the Venue may be shared by other Hirers during the Agreed Times.

**Confirmation of Booking:** Upon receipt by 107P of the Deposit, and a signed copy of the Venue Hire Agreement the Hirer's booking will be confirmed.

**Deposit:** The Hirer must pay the Deposit to 107P on account of the Hiring Fee.

**Balance of Hiring Fee:** The Hirer must pay to 107P the Hiring Fee less the Deposit. The Hirer must pay to 107P (if any) the Additional Charges, and the Commission (if any).

#### **Cancellation by the Hirer - Exhibitions**

a) Subject to clause (b), the Hirer may cancel a confirmed booking at any time.

b) In the event of cancellation of a confirmed booking by the Hirer, the following cancellation fees may be charged by 107P, unless waived by 107P:

i) for cancellations more than 60 days before the Event Date a fee of \$100, or

ii) for cancellations 60 to 30 days before the Event Date, a fee of \$100 and 25% of total quoted amounts, or

iii) for cancellations 30 to 14 days before the Event Date, a fee of \$100 and 50% of total quoted amounts, or

iv) for cancellations less than 14 days before the Event Date, a fee of 100% total quoted amounts

#### **Cancellation by the Hirer - events other than exhibitions**

a) Subject to clause (b), the Hirer may cancel a confirmed booking at any time.

b) In the event of cancellation of a confirmed booking by the Hirer, the following cancellation fees may be charged by 107P, unless waived by 107P:

i) for cancellations more than 30 days before the Event Date, a fee of \$100, or

ii) for cancellations 30 to 7 days before the Event Date, a fee of \$100 and 50% of total quoted amounts, or

iii) for cancellations less than 7 days before the Event Date a fee of \$100 and 75% of total quoted amounts

#### **Cancellation by the Venue**

**a) 107P may cancel a confirmed booking at any time if there is a force majeure, or any other event, which in the reasonable opinion of 107P, causes 107P to be unsafe or inappropriate to hold the Event.**

**b) 107P shall not be liable for any loss or damage to the Hirer or any third party in consequence of the exercise of the rights referred to in clause (a).**

**c) In the event of cancellation of a confirmed booking by 107P, 107P will refund amounts paid by the Hirer if, in 107P's reasonable opinion, the Hirer is not in any way responsible for the cancellation.**

**d) 107P reserves the right to reschedule a confirmed booking providing a minimum of 40 days notice in writing, subject to clauses a), b), and c) in the event that suitable alternative Event Dates or Event Locations are not able to be negotiated**

**Sales handled by 107P: If 107P agrees to handle any sales, 107P may recoup any amounts owing to 107P from sales receipts. 107P will pay the balance of sales receipts to the Hirer within 14 business days of sales being finalised.**

**Additional Fees: 107P may charge additional fees in accordance with additional services, or, additional administration, or, additional Event Locations being used or incurred in relation to the Event.**

**Alterations: Unless Alterations have been authorised by 107P in writing, the Hirer must not:**

**(a) affix any sign, decoration or other item to any part of Venue; or**

**(b) interfere with or alter any of 107P's electrical systems, lighting or sound systems.**

**If Alterations have been authorised by 107P, the Hirer must return Venue to its original condition unless otherwise agreed in writing by 107P.**

**Smoking prohibited: Smoking is not permitted within the Venue, within 4 meters of the Venue's entrances, or in the Venue's exterior dining areas.**

**Venue Equipment: all Venue equipment agreed by the Venue to be used by the Hirer must be left in a state equivalent to that in which it was received by the Hirer with account for reasonable wear and tear.**

**Other Equipment: all electrical works/devices brought to the Venue must be appropriately tested and tagged for safe use.**

**State of Venue: The Hirer must:**

**(a) vacate Venue by the end of the Agreed Times;**

**(b) promptly remove any goods, materials, or waste brought into or produced in the Venue on behalf of or by the Hirer.**

**In the event that the Venue is left in a state deemed unsatisfactory in the reasonable opinion of 107P, the Hirer will be notified in writing and the Hirer will be issued an invoice by 107P for any costs of returning the Venue to a satisfactory state.**

**Compliance with laws & other requirements: The Hirer shall:**

**(a) comply with the requirements of all relevant laws including, but not limited to, the Liquor Act 2007 (NSW);**

**(b) act in accordance with all rules set by City of Sydney Council for the Venue;**

**(c) act in accordance with all rules relating to the Venue attached to this agreement;**

**(d) be liable for and indemnify 107P from and against all damages and expenses for which 107P shall or may be or become liable in respect of the breach of any such laws, arising out of or in the course of the Event;**

**(e) ensure the Event only takes place between the Agreed Times on the Event Date;**

**(f) ensure no more than the listed person capacity of the Event Location is admitted to the Event at any one time.**

**Liquor and Licensing: 107P holds an On Premise Liquor Licence (LIQO660031905). BYO alcohol is not permitted.**

**Agreed Times: 107P reserves the right to alter Agreed Times with reasonable notice given to the Hirer**

**Decorations: All sound, electrical and lighting requirements, signs, banners and decorations connected with the Event must be approved by 107P before the Event Date(s) and may be the subject of additional fees.**

**Risk Assessment: Use of special effects (eg. haze, fog, strobe lighting etc.) must be approved by the Venue prior to the Event. The Hirer agrees to ensure all electrical works/devices brought on-site are appropriately tested and tagged for safe use. The Hirer agrees to conduct a Risk Assessment for any perceived hazards specific to their event and provide the Venue with Material Safety Data Sheets for any hazardous and/or dangerous materials for approval before use on-site.**

**Directions: The Hirer must comply with the directions of 107P whilst at the Venue.**

**Attendance & Security: The Hirer must be in attendance at the Venue at least one hour before the commencement of the Event. Security staff will be provided by 107P in the event that it is deemed necessary for the duration of the Event**

**Deliveries:** All deliveries for the Event must be arranged with and approved by 107P prior to delivery.

**Alarms and Emergency services:** The Hirer is liable to pay any fees or penalties issued by emergency services in relation to the activation of fire detectors or other alarms caused by actions or equipment used by the Hirer.

**Invitees:** 107P reserves the right to refuse entry to Venue to any of the Hirer's invitees.

**Contractors:** (a) The Hirer may not permit any contractors of the Hirer including, without limitation, any operators of electrical, lighting or sound systems and any providers of music or other entertainment to provide services at the Event, unless otherwise approved by 107P.

(b) The Hirer is liable for and indemnifies 107P from and against all actions, claims, demands, losses, damages and expenses for which 107P shall or may be or become liable or suffer in respect of any acts or omissions of the Hirer's contractors and agents.

**Hirer's indemnity:** The Hirer is liable for and indemnifies 107P from and against all actions, claims, demands, losses, damages and expenses for which 107P shall or may be or become liable or suffer in respect of:

(a) damage to 107P property arising out of or in the course of the Event except for the willful, reckless or negligent act of an independent third-party not associated with the Hirer and except for the negligence or default arising from 107P;

(b) injury to or death of any persons arising out of or in the course of the Event except for the willful, reckless or negligent act of an independent third-party not associated with the Hirer and except for the negligence or default arising from 107P; and

(c) any breach of this agreement by the Hirer.

**Insurance:** The Hirer agrees to hold current insurance against the liability referred to in the Hirer's indemnity which must include the Insurance Requirements.

**Exclusion of liability:** 107P accepts no responsibility for any loss or damage to the property of the Hirer or any third party.

**Extras & Special Requirements:** 107P will provide Extras (if any) and/or the Special Requirements (if any) set out in the Hire Agreement on the same terms and conditions as the Venue.

**Artwork photography:** the Hirer grants 107 Projects Inc. permission to photograph, reproduce, and distribute images of artworks brought to and displayed at the Venue by the Hirer unless otherwise directed by the Hirer in writing prior to work being displayed. Where copyright is not held by the Hirer, the Hirer agrees to inform the Venue in writing prior to artwork being displayed, and to seek copyright permissions from the owner of copyright.

**Failure to Comply: failure to comply with the terms of this agreement and/or Directions of 107P will incur additional fees where deemed appropriate in the reasonable opinion of 107P**

**updated 14:32 13/7/17**