

MUSEUM OF APPLIED ARTS AND SCIENCES SYDNEY OBSERVATORY VENUE HIRE CONTRACT

TERMS AND CONDITIONS OF VENUE HIRE

1. Subject to the Hirer complying with the terms of this Agreement, MAAS grants the Hirer a licence to occupy the Venue for the purpose of the Event during the date and times specified on page 1 and at no other times and for no other purpose.
2. The Hirer shall pay the Deposit and Final Payment to MAAS by the relevant dates specified on page 1.
3. MAAS may, by written notice to the Hirer, revise the Venue Hire Fee before the Deposit is paid, in which case the Hirer can terminate this Agreement by written notice to MAAS.
4. Once the Deposit is paid, the Venue Hire Fee and terms of this Agreement can only be varied if agreed in writing by the parties.
5. MAAS shall not be liable in any way for loss incurred due to the exercise of its rights under clause 3 (above). Whilst no compensation is applicable, MAAS may at its own discretion refund any portion of amounts paid by the Hirer under this Agreement.
6. The Hirer must conduct, actively manage and control the Event in a proper, orderly, efficient, reputable and businesslike manner.
7. The Hirer agrees to comply with all requirements of the *Local Government Act 1993* (NSW) and any other relevant act, by-laws, rules or regulations and shall be liable for any breach of any such acts, by-laws, rules or regulations by the Hirer.
8. The Hirer shall be responsible for the cost of making good any damage or loss caused to the objects, buildings, furniture, fittings and equipment at the Venue arising out of and/or in the course of the Event. Such costs will be invoiced to the Hirer by MAAS within a reasonable time after the Event and must be paid by the Hirer in the manner and by the date specified on the invoice.
9. The Hirer shall vacate the Venue by the time on page 1. Failure to vacate the Venue by the agreed time shall incur a fee of \$330 per half hour or part thereof. MAAS will invoice the Hirer for the additional amount and the Hirer must pay the invoice by the date and in the manner specified on the invoice.
10. The Hirer must leave the Venue in a clean and tidy condition. If additional cleaning is required, a cleaning fee of \$220 will be invoiced to the Hirer by MAAS after the Event, in which case the Hirer must pay the invoice by the date and in the manner specified in the invoice.
11. Sydney Observatory is located in a residential area and **strict** noise restrictions apply. The Hirer must comply, and must ensure its staff, agents, contractors and invitees comply, with the following rules:
 - a) Events must finish at 10pm and all guests must be offsite by 10.30pm.
 - b) Live amplified music is only permitted until 10pm, no music to be audible after 10.30pm.
 - c) Any music amplification equipment's speakers must face away from nearby residences.
 - d) No noise amplification is to be used which is not subject to control during the event.

- e) Particular attention must be given to music with a strong bass beat. Please avoid the use of drums, minimise the volume of any bass guitar and adjust the bass level on any amplified music to its minimum.
 - f) The MAAS Venue Manager is responsible to ensure the volume of music is kept to a level that will not disturb local residents.
 - g) The MAAS Venue Manager has ultimate control over the volume of music and will adjust the volume at his/her discretion to comply with noise restrictions.
 - h) It is the Hirer's responsibility to ensure that entertainers are made aware of noise limitations.
12. A representative of the Museum (The MAAS Venue Manager) will be at the Venue for the duration of the Event. The Hirer must immediately follow, and must ensure its staff, agents, contractors and invitees immediately follow, any instructions given by the MAAS Venue Manager in relation to the conduct of the Event, including the volume of music. The MAAS Venue Manager can terminate the Event should any instructions or terms of this Agreement not be observed.
13. The Hirer must, and must ensure its staff, agents, contractors and invitees, follow the following rules:
- (a) Smoking is not permitted within the Observatory buildings or grounds.
 - (b) Naked flames (including votive t-light candles) and smoke machines are not permitted within the Observatory buildings or grounds.
14. Any goods, properties or materials brought in by or on behalf of the Hirer, are the responsibility of the Hirer. MAAS accepts no responsibility for damage or loss of goods or materials left at the Venue prior to, during or after the Event by the Hirer or the Hirer's staff, agents, contractors or invitees. The Hirer must obtain the approval of MAAS to all deliveries and collections at the Venue prior to delivery/collection.
15. Signs, banners and decorations connected with the Event must not be used by the Hirer at the Venue unless they have been approved by MAAS prior to the Event. The Hirer must not, and must ensure that its staff, agents, contractors and invitees do not, attach anything to the walls, doors, glass, floors, furniture, fittings and equipment at the Venue using nails, screws, adhesives or fastenings without the express consent of the MAAS Venue Manager.
16. The Hirer acknowledges that toilets and gardens at Sydney Observatory are shared facilities and are available for use by other patrons and visitors attending the Sydney Observatory.
17. The Hirer must obtain the approval of MAAS to all sound, electrical and lighting requirements prior to the Event. The Hirer acknowledges that lighting used at the Venue must comply with the following requirements:
- a) strong outdoor lights are not permitted as these interfere with Observatory viewings;
 - b) lights on the Observatory grounds should not be upward pointing, be fully shielded and have a colour temperature of not more than 3000k;
18. The Hirer must not, and must ensure its staff, agents, contractors and invitees do not, interfere with or alter any of the electrical installations, lighting, sound systems, or other property at the Venue. The Hirer must not handle, cover or endanger MAAS's exhibitions or property.
19. Either party reserves the right to terminate this Agreement by written notice to the other party. If this Agreement is terminated:
- a) by the Hirer more than 30 days prior to the Event through no fault or breach of this Agreement by MAAS, the Hirer will forfeit and MAAS will retain 50% of the Venue Hire Fee;
 - b) by the Hirer less than 30 days before the Event through no fault or breach of this Agreement by MAAS, the Hirer will forfeit and MAAS will retain 100% of the Venue Hire Fee;
 - c) by MAAS through no fault or breach of the contract by the Hirer, MAAS will refund all monies paid by the Hirer under this Agreement.

20. All fees and charges referred to in this Agreement are inclusive of GST. The Hirer must pay to MAAS an amount equal to any GST which MAAS is or becomes liable to pay for any Taxable Supply made under or in connection with this Agreement. MAAS will provide the Hirer with a Tax Invoice with the amount of any GST payable by the Hirer. Capitalised terms used in this clause which are not defined elsewhere in this Agreement have the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
21. The Hirer is liable for themselves, employees, contractors and invitees in relation to the Event. The Hirer must obtain and keep current insurance against such liability during the term of this Agreement and ensure that all contractors under their direction are similarly insured. The Hirer must, prior to the Event, provide MAAS with current copies of certificates of currency of Public Liability insurance (\$20 million per occurrence) and Workers Compensation insurance for the Hirer and the Hirer's contractors.
22. The Hirer releases MAAS from all liabilities arising from any damage, loss, theft, death or injury occurring at the Sydney Observatory in connection with the Event.
23. The Hirer indemnifies MAAS from and against all claims, liabilities, losses, damages and expenses arising from any breach of this Agreement by the Hirer, any act or omission of the Hirer or the Hirer's staff, agents, contractors or invitees, any loss of or damage to the Venue.
24. The Hirer must ensure that its staff, contractors and sub-contractors entering the Venue complete the following documentation **before** commencing work:
- Safe Work Method Statement of all work being undertaken, detailing all risks hazards and control measures in relation to work performed.
 - Contractor Induction.
- The Hirer must arrange completion of this documentation with MAAS Event Management (contact details on page 1).
25. MAAS has entered an agreement providing exclusive catering rights within the Sydney Observatory to Create Consultants. The Hirer shall use this organisation and no other organisation for all catering services within the Sydney Observatory.
26. The terms of this Agreement are governed by and construed in accordance with the laws of NSW and any dispute arising out of this Agreement shall be subject to the exclusive jurisdiction of the courts of NSW to which both parties hereby agree to submit.
27. For the purposes of this clause, *Force Majeure* means fire, earthquake, flood, epidemic, pandemic, explosion, accident, war, blockade, embargo, act of public enemy, act of terrorism, civil disturbance, industrial dispute, strike, lockout, government act or restriction, enactment of law, governmental restraint or any other event not reasonably within the control of the relevant party.

If a party is unable to meet any of its obligations under this Agreement where such failure is wholly or substantially due to any circumstance beyond the control of that party, and that party:

- notifies the other party promptly of the circumstance and, so far as it is known, identifies which obligations are affected and the extent of its effect on those obligations; and
- provided that in all circumstances the party seeking to rely on the benefit of this clause uses its best endeavours to put itself in a position where it is able to meet its obligations under this Agreement as quickly as possible, then that party's obligation is suspended so far as it is affected by the continuance of that circumstance and that party will not be held liable for any failure to perform its obligations under the Agreement during this time.