

## **MUSEUM OF APPLIED ARTS AND SCIENCES POWERHOUSE MUSEUM 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 the Balance to MAAS by the dates specified on page 1.
3. (a) MAAS may, by written notice to the Hirer, revise the Total Hire Fee before the Deposit is paid. In that case, the Hirer can terminate this Agreement by written notice to MAAS.  
  
(b) Once the Deposit is paid, the Total Hire Fees and terms of this Agreement can only be varied if agreed in writing by the parties.
4. MAAS shall not be liable in any way for loss or damage incurred due to the exercise of its rights under clause 3 (a).
5. 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. MAAS shall perform its obligations: (a) in a timely and workmanlike manner using reasonable skill and care of a diligent supplier and at all times in accordance with good industry practice; (b) in a safe manner which complies with all relevant safety and health legislation; and (c) in a way that will reasonably cooperate with the Hirer's staff, bearing in mind that for reasons of security and safety in an emergency, MAAS staff directions must be followed by the Hirer and the Hirer's staff, agents, contractors and invitees.
6. The Hirer must conduct, actively manage and control the Event in a proper, orderly, efficient, reputable and businesslike manner.
7. The Hirer shall be responsible for the cost of making good any damage or loss caused to the objects, buildings, furniture, fittings and equipment arising out of and/or in the course of the Hirer's function. 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.
8. The Hirer shall vacate the Venue by the end time specified on page 1. If, on the day of the Event, the Hirer wishes to extend the end time specified on page 1, the Hirer may only do so with the agreement of the MAAS Venue Manager on Duty (which may be given or withheld at the discretion of the Venue Manager on Duty). Any extension of time or failure to vacate the Venue at the time specified on page 1 shall incur an additional fee (based on the hourly rate specified on page 1).

9. MAAS has entered an agreement providing exclusive catering rights within the Powerhouse Museum to Create Consultants. The Hirer shall use this organisation and no other organisation for all catering services within the Powerhouse Museum.
10. The Hirer must leave the premises in a clean condition. Failure to do so will incur an additional cleaning charge, which will be invoiced by MAAS to the Hirer 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.
11. The Hirer must, and must ensure its staff, agents, contractors and invitees, comply with the following rules:
  - a. Smoke machines, naked flame, animals (other than assistance animals) or helium balloons are not permitted within the Powerhouse Museum.
  - b. Smoking is not permitted within the Powerhouse Museum's buildings, Level 1 Courtyard or within 4 metres of the café areas.
  - c. Any other rules displayed on signage within the Powerhouse Museum.
12. Any goods, properties or materials brought in to the Powerhouse Museum by or on behalf of the Hirer, are the responsibility of the Hirer. MAAS accepts no responsibility for damage to or loss of goods or materials left at the Powerhouse Museum prior to, during or after the Event. The Hirer must obtain the approval of MAAS to all deliveries and collections for the Event prior to the delivery or collection.
13. Signs, banners and decorations connected with the event must not be used by the Hirer during the Event unless they have been approved by MAAS prior to the Event.
14. 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 written consent of the MAAS Venue Manager on Duty.
15. The Hirer must obtain the approval of MAAS to all sound, electrical and lighting requirements prior to the Event. 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.
16. A representative of MAAS, being the MAAS Venue Manager on Duty, will be on-site for the duration of the Event. The Hirer must ensure that it and its staff, agents, contractors and invitees follow any instructions given by the MAAS Venue Manager on Duty in relation to the conduct of the Event immediately. This includes any directions by the MAAS Venue Manager on Duty:
  - a. in relation to the removal of any attendees who do not cooperate with the instructions of the MAAS Venue Manager on Duty; and
  - b. termination of the Event if any provision of this Agreement is not complied with and this poses a danger to the building, objects or individuals within the Venue.

17. Either party reserves the right to terminate this Agreement by written notice to the other party. If the Agreement is terminated:
- 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 50% of the Total Hire Fee on page 1 to MAAS; or
  - by 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 Total Hire Fee on page 1; or
  - by MAAS through no fault or breach of this Agreement by the Hirer, MAAS will refund to the Hirer all monies received from the Hirer for the Event.
18. 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).
19. The Hirer is liable for themselves, their employees, agents, 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 Public Liability insurance (\$20 million per occurrence) and Workers Compensation Certificate of Currency for the Hirer and any of the Hirer's contractors.
- MAAS shall maintain with a reputable insurer sufficient insurance cover to meet its liabilities under this Agreement. MAAS shall produce evidence of such insurances at any time upon request by the Hirer.
20. The Hirer releases MAAS from all liabilities arising from any damage, loss, theft, death or injury occurring at the Powerhouse Museum in connection with the Event.
21. 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.
22. The Hirer must ensure that its staff, contractors and sub-contractors entering any area of the Powerhouse Museum 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).
23. 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.

24. 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:

- a) 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
- b) 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.