

## General

1. *The Auditorium, Banqueting Room, Prince Alfred Room, David Spence Room, Green Room, Main Foyer, Meeting Hall and The Balcony (collectively the 'Adelaide Town Hall' and each venue being a 'room') are available for the presentation of concerts and other branches of the performing arts as well as for lectures, meetings, conventions and catered events (an 'Event').*
2. *These Schedule A - Terms and Conditions of Hire, the Schedule B - Hire Fee Inclusions and Associated Costs, the Schedule C – Schedule of Facilities, the completed and signed Event Quote, the completed and signed Event Order, incorporating the Technical Requirements Form, the completed and signed Schedule D - Hiring Agreement between the Hirer and the CoA the Schedule E – Event Safety, and Adelaide Town Hall conditions of entry, constitute the agreement between The Corporation of The City of Adelaide ABN 20 903 762 572 ('CoA') and the party named in the Hiring Agreement ('Hirer') (collectively this 'Agreement'). All of the documents comprising the Agreement are available to the Hirer upon request.*
3. *The documents in clause 2 comprise the entire agreement between the CoA and the Hirer regarding their subject matter and supersede any previous agreements and understandings between them.*
4. *If there is any inconsistency between the documents set out in clause 2 regarding the same subject matter, those documents will be read in the following order of priority:*
  - a. *the Schedule C – Schedule of Facilities;*
  - b. *the Schedule B – Hire Fee Inclusions and Associated Costs;*
  - c. *the Schedule E – Event Safety;*
  - d. *these Schedule A - Terms and Conditions of Hire;*
  - e. *the completed and signed Event Quote between the Hirer and the CoA;*
  - f. *the completed and signed Schedule D - Hiring Agreement between the Hirer and the CoA;*
  - g. *the completed and signed Event Order between the Hirer and the CoA, incorporating the Technical Requirements Form (where applicable) and;*
  - h. *the Adelaide Town Hall conditions of entry.*
5. *Any reference to the Adelaide Town Hall or the rooms by a Hirer in any published matter, whether written or electronic, shall refer to the Adelaide Town Hall or the room by its full title.*
6. *The Adelaide Town Hall does not host funerals or University balls and the CoA reserves the right to refuse any other bookings on reasonable grounds which include concerns regarding health and safety, property damage, conduct which is objectionable or constitutes an act of discrimination, incitement, public disorder or vilification or which may contravene applicable laws. The CoA is not obliged to give reasons for such refusal to the Hirer.*
7. *The CoA must be informed of the purpose for which the room is to be used at the time any booking is made. The CoA reserves the right to refuse or subsequently cancel a booking due to:*
  - a. *any failure to disclose;*
  - b. *the supply of false or misleading information in connection with, the purpose for which a room will be used.*
8. *This Agreement does not create any relationship between the Hirer and the CoA other than that of licensee and licensor.*
9. *This Agreement is governed by and construed under the laws of the State of South Australia. Any legal action in relation to this Agreement may be brought in any court of competent jurisdiction in South Australia. No part of this Agreement will be construed against a party merely because it prepared this Agreement or any part of it.*
10. *Subject to clause 27, amendments to this Agreement are effective only if agreed in writing by both parties.*
11. *Security cameras operate within the Adelaide Town Hall and attendees at any Event may be filmed, photographed or recorded, with their images, photographs and recordings used for the purposes of law enforcement, improving safety and security at the Adelaide Town Hall and for other purposes authorised by law. For further details of how the CoA handles and manages personal information, please refer to the privacy policy located at: <https://www.cityofadelaide.com.au/privacy/>*
12. *The Hirer and attendees at its Event will be responsible for the cost of any medical treatment administered at the Event, including any attendance and transportation by ambulance.*
13. *Subject to any applicable laws, the Hirer and attendees at its Event are admitted into the Adelaide Town Hall at their own risk.*
14. *Unless expressly stated otherwise, references in this Agreement to business days are references to a day that is not a Saturday, Sunday or public holiday in the State of South Australia. References to time are to the time in Adelaide, South Australia. References to words such as 'including' or 'for example' are not words of limitation.*

### **Tentative Bookings**

15. *Tentative bookings will be held for a maximum of fourteen (14) days unless extended by the CoA in its absolute discretion. No later than three (3) business days after this period, the Hirer must provide written confirmation of whether they intend to proceed with the booking. In the absence of written confirmation from the Hirer, the CoA reserves the right to cancel the tentative booking.*

### **Confirmed Bookings and payment of the Deposit**

16. *On receipt of the Hirer's written confirmation of a booking, an email will be sent to the Hirer's nominated email address ('Event Quote') stipulating the key details of the Event, hire fees and the booking fee (the booking fee being the 'Deposit').*
17. *The Event Quote must be signed and returned to the CoA within fourteen (14) days of the date of the Event Quote, or such earlier date stipulated on the Event Quote.*
18. *The Deposit must be paid within fourteen (14) days from the date of the Event Quote and can be paid by cash, credit card, electronic funds transfer or cheque. Cheques must be made payable to the 'City of Adelaide'. Unless otherwise agreed in writing between the parties, the Deposit is no less than thirty percent (30%) of the total hire fees, having regard to various expenses and fees incurred by the CoA in anticipation of, and preparation for, the Event.*
19. *Notwithstanding clauses 17 and 18, for any bookings which are made less than thirty (30) days before the Event, the Event Quote must be signed and returned to the CoA and the Deposit paid within two (2) days from the date of the Event Quote.*
20. *The CoA may disregard any booking that is not confirmed within the time stipulations in clauses 17 to 19 inclusive and reserves the right to re-let unconfirmed bookings.*

### **Cancellation of a Booking**

21. *If the Hirer cancels a booking after it has been confirmed (by signing and returning the Event Quote and paying the Deposit), the Hirer must provide written notification to the CoA and the following cancellation fees will be payable by the Hirer, subject always to clauses 21(e) and 103:*
  - a. *If an Event in the Auditorium, Banqueting Room, and/or Meeting Hall is cancelled less than ninety (90) days but more than thirty (30) days before the Event, the Hirer must pay within three (3) days of the cancellation, the deposit for the catering charges and the Deposit will be retained by the CoA.*
  - b. *If an Event in the Auditorium, Banqueting Room, and/or Meeting Hall is cancelled thirty (30) days or less before the Event, the Hirer must pay within three (3) days of the cancellation, the full room hire charges and the full catering charges.*
  - c. *If an Event in the Prince Alfred Room, David Spence Room or Green Room is cancelled less than fourteen (14) days before the Event, the Hirer must pay within three (3) days of the cancellation, the full room hire charges and the full catering charges.*
  - d. *If, within sixty (60) days before the Event, the expected attendance reduces below the minimum number of attendees set out in the Event Quote or the purchase order in clause 41, the Hirer must pay within three (3) days of the cancellation, each of the full room charges and the catering charges for the minimum number of attendees.*
  - e. *If the Hirer cancels a booking after it has been confirmed, the cancellation fees reflect the reasonable costs incurred by the CoA in connection with the cancellation, including the costs of processing and managing the cancellation of the booking, third party charges incurred by the COA and any constraints on the capacity to re-hire the room, which will be borne in mind by the CoA in exercising its rights to charge the cancellation fees.*

### **Transfer of a Booking**

22. *The CoA and/or the Caterer will use reasonable endeavours to accommodate a request by the Hirer to transfer a confirmed booking to an alternate date (in the same room), subject to the following conditions:*
  - a. *the change is notified to the Caterer not less than thirty (30) days before the Event;*
  - b. *the room is available for the proposed new Event date; and*
  - c. *the proposed new event date is in the same financial year as the original Event.*
23. *If the requirements in clause 22 are satisfied and the Deposit for the original Event has already been received, it will be transferred to the alternate date.*
24. *If the request for the alternate date does not comply with the requirements in clause 22 the proposed change of date for the Event will be treated as a cancellation.*

## **Catering**

25. *The caterer nominated in the Hiring Agreement ('Caterer') has been appointed with the exclusive rights to provide food and beverages in the Adelaide Town Hall and holds the requisite liquor licence under the Liquor Licensing Act 1997 (SA). Hirers shall in all respects observe and comply with the provisions of the Liquor Licensing Act 1997 (SA) and all other relevant State or Federal legislation and the CoA By-laws.*
26. *Hirers and attendees at their Event are not permitted to bring food or beverages within the Adelaide Town Hall, except for the Meeting Hall.*
27. *The list of Hire Fee Inclusions and Associated Costs is current at the time of quotation. These prices are subject to revision until the details are confirmed in the final Event Order. Please carefully review the prices and raise any queries with the CoA before signing the Agreement.*
28. *Levels of reactions to allergens vary; with some reactions being simply due to proximity (airborne) and others occurring only after consumption of the allergen. The Caterer is unable to warrant or guarantee there are no allergens in the food and beverages served during the Event. The Caterer and the Hirer will discuss the Hirer's food and beverage requirements in this regard with a view to minimising, but not wholly eliminating, the likelihood of allergic reactions, for which (to the maximum extent permitted by law) neither the CoA nor the Caterer will be liable. By proceeding with its booking, the Hirer acknowledges and agrees to this limitation and its responsibility to advise attendees of these limitations at the Event.*

## **Event Order and Technical Requirements Form**

29. *The Event Order contains the final details of an Event. The Hirer must sign and return the Event Order to the CoA at least seven (7) days before the Event.*
30. *The Hirer must complete the Technical Requirements Form (for non-catered events in the Auditorium) in full and return it to the CoA at least one (1) month before the Event for approval.*
31. *The requirements provided in the Technical Requirements form will be compiled into the final Event Order. The Hirer must sign and return the Event Order to the CoA at least seven (7) days before the Event.*
32. *The information in the Event Order will be considered final for invoicing purposes and any changes made to the Event Order within seven (7) days before the Event commences may incur additional charges, including cleaning, rubbish and waste removal, Events extending beyond midnight, front of house staff, and additional audio visual requirements.*
33. *The final number of attendees for the Event must be advised to the CoA at least seven (7) business days before the Event. If the final number of attendees is less than the minimum requirements stipulated in the Event Quote, then the CoA reserves the right to charge the Hirer for the minimum requirements.*
34. *Additional attendees on the day of the Event will only be catered for by the Caterer where practicable and in that event, additional costs will be invoiced to the Hirer, post Event. The Hirer acknowledges and agrees that it may not be practicable for the Caterer to cater for or accommodate additional attendees at all (including as to their dietary requirements) on the day of the Event and that any additional attendees are subject to the terms of clause 28 in respect of any allergens.*
35. *The Hirer is responsible for occupying and vacating the room(s) within the times scheduled in the Event Quote. Utilisation of the room(s) outside the times quoted will be subject to availability. Additional charges may apply if Events extend beyond times agreed in writing with the CoA.*
36. *If an Event does not finish at the time agreed in writing in the Event Quote, the CoA may cease to serve beverages.*
37. *A surcharge will be applicable for Events extending beyond midnight.*
38. *A surcharge will be applicable for Events held on a public holiday in the State of South Australia (as may be notified to the Hirer). For Events extending into a public holiday, a surcharge will be applicable depending on the level of service required.*

## **Final Payment**

39. *Unless otherwise agreed in writing by the CoA, and in addition to the Deposit, full payment of the Event Quote (including any GST and other taxes payable in connection with a supply) must be forwarded to the CoA by the Hirer seven (7) business days before the Event, either by cash, credit card, EFT or cheque. Cheques must be made payable to the 'City of Adelaide'.*
40. *Failure to remit the specified amount may result in the booking being cancelled and the appropriate cancellation fees will apply.*
41. *Purchase orders will be accepted from Hirers that are Government departments, for the estimated amount of the Event, at least seven (7) business days before the Event. An invoice for the balance of the fees will be sent after the Event for payment within seven (7) days of the date of the invoice by the CoA.*
42. *Minimum attendee numbers for an Event on a Friday and Saturday are one hundred and fifty (150) people in the Auditorium and ninety (90) people in the Banqueting Room for a two (2) course food and beverage menu.*
43. *The Hirer will be notified of any other minimum requirements in the Event Quote.*

## **Box Office**

44. *The Hirer shall conform with the CoA's policies regarding ticket booking arrangements for any Event held within any part of the Adelaide Town Hall, which are as follows:*
- a. *except with the prior written consent of the CoA, all Hirers must use an event ticketing provider for sales of tickets to any Event;*
  - b. *seating plans and tickets must be approved by the CoA before being distributed or offered for sale to the public;*
  - c. *the Hirer will be responsible for management and staffing of any box office ticketing services associated with the performance. This includes door sales and ticket collection. This will take place from the Adelaide Town Hall Ticket Sales office on the Ground Floor and must be open at least one (1) hour before the advertised start time of the performance;*
  - d. *the Hirer shall use only the services of front of house staff (ushers) engaged by the CoA as required. Additional charges for front of house staff will apply. Please enquire with the CoA for details of those additional charges before signing this Agreement.*

#### **Set ups**

45. *Additional charges may apply for assistance provided by the CoA for any set up for the Event. Please enquire with the CoA for details of those additional charges before signing this Agreement.*
46. *Event access prior to 8.30am may incur extra costs.*

#### **Programmes, Publicity and Banners**

47. *There are limited areas available for programmes, displays and posters and the positioning of these items must be approved in writing by the CoA. All programmes, displays and posters must be removed immediately after the Event.*
48. *Freestanding banners are permitted in the room and positioning must be approved in writing by the CoA before the Event.*

#### **Merchandise Sales**

49. *A Hirer shall not sell any goods or services in the Adelaide Town Hall without prior written consent of the CoA. The CoA may require the Hirer to provide evidence of any necessary licences or approvals to conduct such sales.*

#### **Event Services**

50. *The Hirer may only arrange entertainment upon prior written consent of the CoA.*
51. *The Hirer must obtain prior written consent from the CoA regarding all external contractors. The Hirer and all external contractors must liaise with the CoA in matters of delivery, set-up and pack-down. The Hirer will ensure that its agents and contractors:*
- a. *comply with all applicable work, health and safety legislation; and*
  - b. *maintain adequate insurance including public liability insurance covering loss or damage to property, personal injury, disease, illness or death in an amount of not less than twenty million dollars (\$20,000,000) per claim.*

#### **Television/Film/Radio Coverage**

52. *The CoA shall determine in its absolute discretion whether any Event held in the Adelaide Town Hall shall be broadcast, televised or the subject of any audio announcements within the Adelaide Town Hall (other than for private and domestic purposes). The CoA may impose reasonable conditions on its grant of approval to televise or broadcast an Event.*
53. *The requirement to televise may result in the reduction of seating available for sale because of camera locations or other technical requirements.*
54. *Whilst the CoA will undertake reasonable care and diligence for any recording it is engaged to undertake on behalf of the Hirer, it does not warrant the fidelity or standard of any recording carried out in the Adelaide Town Hall pursuant to this Agreement.*

#### **Performance Sound Levels**

55. *The CoA reserves the right to control sound levels at the Event, including music, videos, karaoke and amplified noise. As this is a multi-use venue, sound levels emanating from other functions held concurrently within the Adelaide Town Hall cannot be guaranteed.*

### **Pipe Organ**

56. *The pipe organ in the Auditorium is available for hire with the prior written consent of the CoA. All organist details must be submitted and approved in writing by the CoA before the Event. To preserve the state and condition of the pipe organ, only experienced organists will be approved by the CoA.*

### **Adelaide Town Hall art, decorations and works**

57. *Art work inside the Adelaide Town Hall changes throughout the year, no guarantee can be made on future art works and art work will not be removed for any Event.*
58. *Decorations, projections, lighting, works and other item displays on the façade or inside of the Adelaide Town Hall will occur without prior consultation with the Hirer. Additional Christmas decorations inside Adelaide Town Hall are present from November to mid-January and will not be removed.*
59. *From time to time, any of the Adelaide Town Hall, the façade or individual rooms may be subject to various works affecting their sound transmission, visual amenity, physical amenity and/or accessibility. By signing and returning an Event Quote, Hirers acknowledge and agree that these works will not be cancelled, deferred or delayed for their Event and are encouraged to inquire with the CoA regarding any known and scheduled works, before signing and returning any Event Quote. Wherever practicable, CoA will provide advance notice of major scheduled works which may substantially impact upon an Event and alternative means of access and physical amenities during those major scheduled works.*

### **Electrical and Mechanical Equipment**

60. *Hirers wishing to provide any additional sound, lighting or other electrical devices and mechanical equipment, over and above existing room equipment, must submit a complete list of the equipment for consideration by the CoA before the Event. If approved by the CoA, an approved list of equipment will be included in the final Event Order.*
61. *All equipment brought within the Adelaide Town Hall will be subject to the Event Safety requirements described below.*

### **Deliveries, Storage and Removal**

62. *The Adelaide Town Hall does not have storage facilities other than the room(s) booked by the Hirer during the agreed Event times.*
63. *The Hirer must advise the CoA of any deliveries in advance and mark all deliveries with the Event name, contact name and Event date.*
64. *The CoA will not accept any responsibility for damage or loss of goods left within or in the vicinity of any part of the Adelaide Town Hall before, during, or after the Event.*
65. *It is the Hirer's responsibility to remove all goods on the conclusion of the Event.*

### **Parking/Lane Access**

66. *Hirers or any persons or contractors associated with them must abide by any parking restrictions in the vicinity of the Adelaide Town Hall.*
67. *Prince Alfred Lane is available for prompt loading and unloading activities and approval must be sought from the CoA in writing, before the Event. If written approval is provided by the CoA, it will be included in the Event Order. Any breach of these conditions will be liable to applicable penalties under the Road Traffic Act 1961 (SA).*
68. *All parking on King William Street in front of the Adelaide Town Hall is strictly prohibited and parking infringement notices may be issued.*

### **Performing Rights Licence**

69. *The Hirer will arrange a current licence from the applicable copyright collection society if an Event includes the public performance of either live or recorded music.*
70. *The CoA holds the appropriate licences to itself play recorded background music at the Adelaide Town Hall.*

### **Use of Recording Devices**

71. *The Copyright Act 1968 (Cth) prohibits the recording of public performances of either live or recorded music unless a licence has been sought from the appropriate copyright collecting society. Patrons are not permitted to use any type of camera or recording device (including mobile phones) in any part of the Adelaide Town Hall during a public Event.*
72. *In the case of a private Event, obtaining relevant permissions is the responsibility of the Hirer.*
73. *It remains the responsibility of the Hirer to ensure any necessary permissions are obtained in connection with school events and performances, including Eisteddfods.*

**Directions from the CoA, its security personnel and the Caterer**

74. *The CoA, its security personnel and the Caterer shall have the right to require any contractors, employees or volunteers engaged by the Hirer to act in accordance with their reasonable directions whilst at the Adelaide Town Hall.*
75. *If an emergency occurs, the Hirer will take reasonable steps to ensure that all attendees at the Event follow the directions of the CoA and the Caterer's staff to evacuate the room or Adelaide Town Hall if instructed to do so.*

**Event Safety**

76. *It is the responsibility of the Hirer (and their associated suppliers) to:*
  - a. *ensure any cables, leads and/or cords installed by the Hirer are maintained in accordance with applicable product safety standards and occupational health and safety requirements;*
  - b. *ensure any electrical equipment brought within the Adelaide Town Hall is tagged and tested. The Hirer will be required to remove any equipment that has not been tagged and tested;*
  - c. *ensure sounds levels are within acceptable parameters (if the Hirer is controlling their own sound). Peak sound pressure must not exceed 140 dB (linear) and sound level exposure must not exceed 85 dB (A) on average, for each eight (8) hour day;*
  - d. *ensure no equipment is stored within one (1) metre of any fire extinguisher;*
  - e. *not permit attendees at its Events on stage or backstage; and*
  - f. *not allow performers to jump off stage.*

**Animals at Adelaide Town Hall**

77. *Animals (except for guide dogs and other bona fide assistance animals authorised by law) are not permitted within the Adelaide Town Hall unless prior written consent is given to the Hirer as detailed on the Event Order.*
78. *To seek consent for animals within the Adelaide Town Hall, an animal management plan is required to be submitted to the CoA, which details the number of animals to be brought on-site, how they will be managed, details of hand-washing facilities and a copy of the Hirer's certificate of currency and accompanying policy for public liability insurance. The Hirer will also need to ensure all provisions under the Animal Welfare Act 1985 (SA) are complied with and any animal faeces are removed immediately.*
79. *Subject to clause 77, the CoA reserves the right to refuse animals in the Adelaide Town Hall.*

**Damage to the Adelaide Town Hall or any rooms**

80. *To preserve the state and condition of the Adelaide Town Hall and its rooms, the Hirer will not affix anything to, or hang anything from, any part of the Adelaide Town Hall or rooms (including any fixture or item of furniture within it), without the prior written consent of the CoA.*
81. *Before the Event:*
  - a. *photographs may be taken by the CoA of any part of the Adelaide Town Hall that will be occupied by the Hirer under this Agreement. The Hirer acknowledges and agrees that the CoA may provide copies of the photographs, evidencing the pre-Event condition of that part of the Adelaide Town Hall, for countersigning by the Hirer;*
  - b. *inspections may be undertaken of the Auditorium, Banqueting Room and Meeting Hall by the CoA in the presence of the Hirer, at the option of the CoA;*
  - c. *the Hirer shall ensure that any equipment, furniture or other goods brought upon any part of the Adelaide Town Hall are suitably packaged to avoid damage to the Adelaide Town Hall during any delivery, unloading, storage or transit of the equipment, furniture or other goods.*
82. *After the Event, the CoA may conduct a post-Event inspection of any of the rooms. The Hirer is responsible for damage to any part of the Adelaide Town Hall, the rooms or any adjoining or adjacent property which is caused or contributed to by a person in connection with the Event, including any activities before and after the Event. The Hirer undertakes to promptly make good such damage upon the production of an invoice (with associated evidence) for the costs of remedying the damage.*

**Conduct of Event**

83. *The Hirer shall conduct and manage the Event in a proper, orderly and lawful manner and shall not permit any act, matter or thing which may injure the reputation of the Adelaide Town Hall, the CoA or the Caterer.*

84. *The CoA, its security personnel and/or the Caterer reserve the right to halt or cease an Event if an incident occurs which endangers public order, health or safety or which is otherwise considered unlawful or in breach of this Agreement.*
85. *The CoA, its security personnel and/or the Caterer reserve the right to remove persons from the Event, including attendees at an Event, for inappropriate behaviour. This includes discriminatory behaviour, anti-social behaviour, racial vilification, threatening comments or gestures, indecent exposure or malicious damage or defacement of any part of the Adelaide Town Hall.*
86. *The Caterer follows the National Alcohol Beverage Industries CoA guidelines of Responsible Service of Alcohol. Staff members are instructed not to serve any alcoholic beverages to attendees under the age of eighteen (18) years, or to attendees in a state of intoxication. The right to discontinue liquor service to the Hirer and any attendees at Events is reserved by the Caterer and the CoA.*

#### **Smoking**

87. *In the interest of public health, and in line with Government Regulations, the Adelaide Town Hall is a smoke free venue and the Hirer shall not, and shall not suffer or permit another person to, smoke (including using e-cigarettes) at the Adelaide Town Hall during the Event.*

#### **Prohibitions**

88. *Use of confetti, confetti substitutes or glitter are not permitted in any area of the Adelaide Town Hall. Additional cleaning charges will be payable if this is not adhered to.*
89. *Use of biodegradable confetti such as rose petals are permitted (at the discretion of the CoA and subject to its prior written consent) inside and outside of the Meeting Hall.*
90. *The use of special effects, including hazers, smoke and dry ice machines, are always prohibited in all areas of the Adelaide Town Hall.*
91. *No candles, flammable liquids or other dangerous substances shall be brought onto or within the Adelaide Town Hall.*
92. *No live ammunition, gun powder or fireworks used for special effects shall be brought onto or within the Adelaide Town Hall without prior written consent from the CoA, and any application for consent must be accompanied by evidence of the necessary licences.*
93. *All scenery, props, drapes or other portable objects for use in the Adelaide Town Hall shall be rendered fire-retardant before being brought into the Adelaide Town Hall.*
94. *No items or decorations shall be placed on any stairway or hand-rail in the Adelaide Town Hall without the written consent of the CoA.*
95. *Unless otherwise authorised by the CoA, the Hirer and any attendees at the Event must not enter any part of the Adelaide Town Hall which is restricted from public access.*
96. *Littering is prohibited in the Adelaide Town Hall.*

#### **Community Rate**

97. *The CoA offers a discounted rate on room hire for community based organisations or groups. Eligibility for this discount is determined on the following criteria:*
  - a. *the Hirer must be a non-profit organisation or group registered with the Australian Tax Office ('ATO'); and*
  - b. *the Event to be conducted in the room must be for personal or domestic purposes and not for commercial benefit (commercial purposes include but are not limited to retail sales, wedding ceremonies or receptions).**The Hirer must provide proof of their eligibility to the CoA.*

#### **Liability for Damage to Property or Injury to Persons**

98. *Subject to clause 99, the Hirer indemnifies the CoA and the Caterer against any liability, loss, claim or proceeding arising under any statute or at common law in respect of loss or damage to real or personal property, or in respect of personal injury to, or death of, any person arising from or in connection with the Event where the loss, damage, injury or death is caused or contributed to by any negligent act or omission, wilful misconduct, breach of laws, or any breach of the Agreement by the Hirer.*

#### **Damage or Injury contributed to by the CoA and/or the Caterer**

99. *The Hirer's indemnity to the CoA or the Caterer (as the case may be) is reduced proportionately by the extent that the loss or damage to property or injury or death of any person is caused or contributed to by the negligent act or omission, wilful default or misconduct, breach of laws, or any breach of the Agreement by the CoA or the Caterer.*

#### **Insurance**

100. The Hirer must ensure that any musical instruments, scenery, decorations, equipment and other property that are brought into the Adelaide Town Hall for the purposes of the Event have been insured by either the Hirer or supplier.
101. The Hirer must provide the CoA with a copy of its certificate of currency and underlying policy of public liability insurance, upon a written request from the CoA. The Hirer must immediately notify the CoA in writing of any act or omission likely to give rise to a public liability claim and give the CoA all information and assistance as may be reasonably practicable in all the circumstances, including (if required) a statutory declaration as to any matters connected with the act or omission.

#### **Force Majeure**

102. If either party is rendered unable wholly or in part by force majeure to carry out its obligations then the parties may negotiate in good faith to effect a transfer of the date of the Event. The term 'force majeure' shall mean an act of God, an industry wide strike, a lockout, act of public enemy, civil commotion, war, blockade, riot, state of emergency, lightning, fire, storm, flood, washout, explosion, Government restraint or intervention and any other cause which is not within the control of the party alleging it. If a transfer of the date of the Event cannot be agreed between the parties, the CoA will refund to the Hirer such of the hire fees or Deposit that the Hirer has already paid, after the deduction of any amount reasonably necessary to cover any costs incurred by the CoA (including administration costs associated with processing the refund).

#### **Liability**

103. Nothing in this Agreement limits, excludes or modifies any statutory consumer guarantee or any guarantee, condition or warranty for which the limitation, exclusion or modification would cause any part of this Agreement to be void or to contravene any statute or the Australian Consumer Law ('**Non Excludable Right**').
104. To the maximum extent permitted by law and subject to any Non-Excludable Right, neither party will in any circumstances be liable for any:
- a. indirect, consequential, incidental, special or exemplary damages, expenses, losses or liabilities; or
  - b. loss of profits, business interruption, loss of revenue, economic loss, loss of goodwill, loss of opportunity or expectation of loss or loss of production, which may be suffered or incurred by any person, including in respect of the Event or in connection with this Agreement.
105. Subject to clause 104 and any Non-Excludable Right, the aggregate liability of the CoA and the Caterer to the Hirer in respect of any acts or omissions in connection with this Agreement will be limited, to the extent permitted by law, to the amount that is two (2) times the Event fees payable or paid by the Hirer (whichever is the lesser) under this Agreement. However, this limitation of liability will not apply to damages payable for personal injury, damage to real or personal property, infringement of intellectual property rights or contravention of the Privacy Act 1988 (Cth), for which the liability of both parties, to the extent permitted by statute, is capped at a total of five million dollars (\$5,000,000) however that liability arises.

#### **Assignment**

106. The Hirer must not, without the CoA's prior written consent (which may be withheld or given on conditions), assign any right, benefit or interest under this Agreement. The CoA may assign these Terms and Conditions or any right, benefit or interest under this Agreement without the prior consent of the Hirer acting reasonably, and on the condition that the assignee agrees to be bound by this Agreement as if they were named as a party to it in substitution for the CoA.

#### **Competitive Groups**

107. The CoA will use reasonable endeavours to not book competitor groups, except for Civic event spaces on the Ground Floor.

#### **Dress code**

108. The Hirer and their attendees must ensure that clothing or other observable materials are free from content which is objectionable, offensive, discriminatory or otherwise contrary to law.

#### **Intellectual property rights**

109. The Hirer will ensure that any:
- a. copyright material, trade marks or other intellectual property ('**Materials**') provided to the CoA for publication do not infringe the intellectual property rights of third parties, and that the use and publication of those Materials will not cause the CoA or the Hirer to breach any third party rights; and

- b. *branding, insignia and trade marks of the CoA are only used with its prior written consent and in accordance with any applicable branding guidelines issued by the CoA from time to time.*