

## HIRE AGREEMENT

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2018

### Details of Hire

The Hirer:

Event:

Period of Hire:

Hire Fee:

Deposit:

### Terms and Conditions of Hire

**Port of Townsville Limited ACN 130 077 673 (“POTL”)**

and

#### The Hirer

Covenant and agree as follows:

#### 1. Terms of Hire

POTL agrees to let, and the Hirer agrees to hire, Quayside for the Period of Hire on the terms and conditions contained in this Agreement. Quayside consists of the areas shown on the plan attached to this Agreement and includes all toilets, food preparation and other areas as shown on the plan. Any area not shown on the plan as included in Quayside is not able to be used, and must not be accessed, at any time by any person.

#### 2. Dry Hire

Quayside is a “Dry Hire” venue. Supply, installation, operation and removal of all furniture, equipment (including audio visual and catering) and consumable items required for the Event is to be provided by the Hirer at the Hirer’s cost.

#### 3. Use

POTL does not warrant that Quayside is suitable for the Hirer’s intended use. The Hirer confirms that it has made its own enquiries as to whether Quayside is appropriate for its use.

#### 4. Payment

- (a) The Hire Fee and all other amounts quoted are inclusive of GST (Goods and Services Tax) at the current rate. POTL will issue a tax invoice for GST purposes.
- (b) POTL endeavours to maintain the Hire Fee and all other amounts as quoted, however any or all of them are subject to change without notice.

(c) POTL reserves the right to determine the amount of any deposit payable for an Event in its absolute discretion. Unless otherwise specified, the deposit amount shall be that amount which is 50% of the quoted Hire Fee.

(d) Deposits are non-refundable.

(e) All accounts for hire of Quayside must be settled at least 10 business days prior to the Event by cash, credit card, guaranteed cheque or direct deposit. After that date this Agreement will automatically be terminated and the cancellation charges will apply.

(f) All cancellations are required to be advised in writing by the Hirer. In the case of an Event being cancelled the following terms are applicable:

(i) Over 60 calendar days prior to the Period of Hire, any deposit paid will be forfeited;

(ii) Between 60 calendar days and 31 calendar days prior to the Period of Hire, a charge of 50% of the quoted Hire Fee for the Event will be applied; and

(iii) Less than 30 calendar days prior to the Period of Hire, in addition to the deposit paid, a charge of 100% of the quoted hire charge for the event will be applied.

#### 5. Cleaning

General and normal cleaning is included in the Hire Fee. The Hirer may incur additional charges where the Event has created cleaning requirements that are considered by POTL, in its absolute discretion, to be over and above normal cleaning.

## **6. Damages**

The Hirer is financially liable for any damage sustained by Quayside property whether through the Hirer's own actions or through the action of their employees, contractors, agents, invitees, guests or any other person the Hirer has present at Quayside.

## **7. Service Providers**

All Event services are to be provided only by suitably qualified and experienced service providers acceptable to POTL.

## **8. Display, Signage and Decorations**

- (a) No special effects, including smoke machines, special balloon effects and/or pyrotechnics, can be operated in the terminal. The Hirer will be liable for all claims, actions, suits, proceedings, demands, costs (including solicitor and client costs), expenses and losses sustained or incurred by POTL including any damage sustained to Quayside or any other property of POTL due to, arising out of or in connection with the use of special effects.
- (b) Nothing is to be nailed, screwed or adhered in any way to any wall, door or any other part of Quayside without prior permission by POTL.
- (c) Decorations, posters or signage must not be fixed to any walls or doors without prior permission by POTL.
- (d) The use of confetti, glitter and rice is not permitted and will incur a cleaning charge.
- (e) All decorations are to be removed at the completion of the Event.

## **9. Security**

It is the responsibility of the Hirer, at the Hirer's cost, to ensure that appropriate numbers of licensed security personnel are on hand at all times to police the Event. The number of security personnel required will be determined based on the nature of the Event and the number of attendees.

## **10. Nuisance**

The Hirer must ensure that the Event does not cause a nuisance. In particular, the Hirer is required to ensure that noise levels are maintained at all times within the levels prescribed by all relevant laws and regulations.

## **11. Smoking**

Quayside is a non-smoking environment. Outdoor areas, as nominated by POTL, may be made accessible to smokers. It is the Hirer's responsibility to properly delineate the designated area, including erection of signage and placement of receptacles and to properly clean the designated area, including removal of all butts and emptying of the receptacles following use.

## **12. Licences and Permits**

The Hirer must ensure that its use of Quayside is lawful. The Hirer, its agents and contractors are required to obtain and comply with the terms and conditions of all approvals, licences or permits required under any local law, State or Commonwealth law or regulation, including but not limited to licences required under the Liquor Act should the sale and/or service of alcohol be involved.

## **13. Directions**

The Hirer, its employees, agents, contractors, invitees and all persons in attendance at the Event must comply with all lawful requirements and directions of POTL and its authorised officers.

## **14. Specific Conditions of Hire**

The Hirer is required to:

- (a) restrict the use or activity to the times specified in the Period of Hire;
- (b) protect the safety of persons who may be involved in or affect by the Event and adhere to all relevant requirements of the Work Health and Safety Act 2011;
- (c) ensure all electrical equipment, leads and appliances used in connection with the Event have a current electrical certified test and tag sticker;
- (d) ensure the proper operations and maintenance of all equipment and facilities, including all POTL property and equipment. Where POTL incurs costs or expenses in rectifying any damage caused or contributed to by the Hirer in connection with the Event, the Hirer will be liable for payment of those costs or expenses to POTL;
- (e) remove any rubbish created by the Event and to ensure it is placed in the approved receptacles so that Quayside is returned to the same condition as before the Event commenced;
- (f) ensure that operations and activities associated with the Event do not impede the operations of Port users; and
- (g) undertake a site inspection with a POTL authorised representative prior to the event to ensure a thorough knowledge of the site including security, power, water and safety procedures.

## **15. Parking**

The Hirer, its employees, agents, contractors, invitees and all persons in attendance at the Event must comply with all signage and requirements and directions of POTL and its authorised officers with respect to parking.

## 16. Release and Indemnity

- (a) The Hirer uses and occupies Quayside at the risk of the Hirer.
- (b) The Hirer releases POTL absolutely and to the fullest extent permitted by law from all claims and demands of every kind from any accident, damage or injury occurring at Quayside or otherwise on POTL premises, unless expressly due to POTL's negligence.
- (c) The Hirer remains liable for and indemnifies POTL at all times against all liability for loss or damage (including injury and death) wholly or partly due to or arising out of an incident occurring at Quayside or otherwise on POTL premises, the Hirer's use or occupation of Quayside, the Hirer's faulty property or the entry into or escape from Quayside of water, gas, electricity or other similar substance, except to the extent to which the loss or damage is due to the negligence of POTL.

## 17. Insurance

- (a) POTL requires that Hirers arrange their own insurance for the Event. The Hirer will be responsible for the loss or destruction of, or damage to, any POTL property or any part of Quayside or for any claim or loss, damage or injury however caused by the Hirer or its employees, contractors, agents, invitees, guests or any other person. Should any damages occur the Hirer will be charged for repairs.
- (b) POTL takes all possible care but cannot accept any responsibility for damage to or loss of, property, equipment or articles left at Quayside by Hirers, their employees, contractors, agents, invitees, guests or any other person.
- (c) The Hirer must itself, or through its authorised agent, insure itself against liability for injury, loss or damage arising from or in respect of the Hirer's use of Quayside and associated activities. Written evidence of such insurance must be provided to POTL not later than 30 days prior to the Period of Hire. Minimum liability cover is to be \$20 million.

## 18. Performance by POTL

POTL will not be liable for any non-performance of its obligations under this Agreement in the event such non-performance is caused or contributed by riot, fire, war, terrorist acts, acts of God, labour disputes, government regulations, flood, cyclone, storm surge and other force majeure events.

## 19. No Assignment

The Hirer must not assign its rights and obligations under this Agreement to another person.

## 20. Termination of Agreement

If the Hirer breaches a term of this Agreement, POTL may terminate this Agreement and terminate

the Event at Quayside, either before or during the Event. POTL will notify the Hirer immediately if POTL intends to terminate this Agreement.

## 21. Extraordinary Occurrences

- a. In this clause 21 an extraordinary occurrence is:
  - i. an actual or imminent weather occurrence (such as a cyclone or storm surge);
  - ii. a visit by a naval vessel which was not scheduled at the time the deposit was paid by the Hirer; or
  - iii. any other actual or imminent occurrence which in the reasonable opinion of POTL precludes the holding of the Event and which was not scheduled or reasonably anticipated by POTL at the time the deposit was paid by the Hirer.
- b. POTL may terminate this Agreement (and cancel the Event) by notice to the Hirer if an extraordinary occurrence happens or threatens to happen. No minimum period of notice of termination under this clause applies.
- c. If this Agreement is terminated under clause 21(b):
  - i. the Hirer must vacate Quayside immediately; and
  - ii. the Hirer must comply with clause 14(e) and return Quayside to the same condition as before the Event commenced; and
  - iii. the Hirer has no claim against POTL for damages or costs thrown away or any other compensation; but
  - iv. notwithstanding anything else in this Agreement POTL must return to the Hirer any moneys (including the deposit) paid to POTL by the Hirer up to the date of termination; and
  - v. POTL will afford the Hirer as much priority as is reasonable practicable and achievable in relation to the hiring of Quayside on an alternative date for the Event.

## 22. Emergency Procedures & Evacuation

I have been provided with the Fire and Emergency Procedures for the building and understand my responsibilities to ensure that the procedures are followed in the event of an emergency at the building.

Executed as an Agreement by the parties on the date set out above.

**Executed by The Hirer** by its duly authorised representative:

\_\_\_\_\_  
Signature of Authorised Representative

\_\_\_\_\_  
Name of Authorised Representative

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness

**Executed by Port of Townsville Limited ACN 130 077 673** by its duly authorised representative:

\_\_\_\_\_  
Signature of Authorised Representative

\_\_\_\_\_  
Name of Authorised Representative

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness