

CONDITIONS OF HIRE

1. HIRE OF VENUE

- (a) QAGOMA grants the Hirer a licence to use the Event Room to conduct the Event. The Hirer must not sub-licence any part of the Event Room.
- (b) The Event Contract does not create a tenancy or any other relationship between QAGOMA and the Hirer, other than that of licensee and licensor.
- (c) The Hirer and its employees, agents, contractors and guests must not access any part of the Venue other than the Event Room and areas notified by QAGOMA.
- (d) All Events are subject to internal management approval and no Event booking will be deemed to be confirmed until approval has been obtained. The Hirer will be notified following receipt of approval.

2. EVENT BOOKING

- (a) The Hirer and its staff will have an opportunity to meet with key staff at the Venue to discuss the Event, including a tour of suitable spaces.
- (b) QAGOMA will issue an Event Quote after initial details of the Event and Event Room are confirmed by the Hirer and will hold the Event Room identified in the Event Quote on a tentative first-option basis.
- (c) The Event Contract will be formed when QAGOMA receives an executed copy of the Event Quote from the Hirer and payment of the deposit.
- (d) If QAGOMA does not receive written acceptance of the Event Quote from the Hirer within 14 days, then the Event Quote will expire and QAGOMA will have the right to contract with other parties for use of the Event Room and other facilities at the Venue, without notice to the Hirer.
- (e) If QAGOMA receives a request from a third party to use the Event Room before the Event Quote expires and has not received acceptance of the Event Quote from the Hirer, then the Hirer will be asked to make a decision within five Business Days.
- (f) If QAGOMA does not receive the signed acceptance within five Business Days after its request, then the Event Quote will automatically expire and QAGOMA may contract with another party for the Event Room without notice to the Hirer.

3. CONFIRMATION OF EVENT DETAILS

- (a) The Hirer must provide Confirmed Event Details (including catering requirements, set up, layout, run sheet and menu selection) to QAGOMA at least ten Business Days before the Event is due to start.
- (b) Upon receipt of the Confirmed Event Details, QAGOMA will issue the Event Order Confirmation for the Hirer's signature.
- (c) The Event Order Confirmation must be signed and returned to QAGOMA within three Business Days after it is sent to the Hirer. If QAGOMA does not receive the signed Event Order Confirmation within this timeframe, then it will be deemed to be accepted by the Hirer.
- (d) The Event Order Confirmation will vary the details in the Event Contract when it is accepted or deemed accepted by the Hirer.

4. CATERING

- (a) Menus are subject to change.
- (b) At least ten Business Days before the Event, the Hirer must confirm menus, final numbers and dietary requirements. If these details are not received ten Business Days before the Event, the details in the Event Order Confirmation will be taken as final. If final numbers subsequently decrease, the Hirer will be charged at the confirmed numbers.
- (c) Catering must cease half an hour before the end of the Event as stated in the Event Order Confirmation.
- (d) QAGOMA tries to accommodate special dietary requirements including gluten, vegetarian, lactose, crustaceans and nuts. Please contact QAGOMA staff if you have other requirements.
- (e) QAGOMA's commercial kitchen and equipment may contain traces of nuts, egg, dairy, gluten. Care is given to ensure these items are contained but QAGOMA cannot guarantee that dietary requirements are met and accepts no liability for that.
- (f) QAGOMA must comply with laws regarding minors on licensed premises and, in accordance with the Liquor Act 1992 (Qld), reserves the right to refuse to serve alcohol to guests under the age of 18 and guests who are intoxicated or displaying unruly behaviour. Food must be served for the duration of the Event while alcohol is being consumed.

CHANGES TO EVENT

- (g) The Hirer must advise QAGOMA as soon as possible if there is a need to change the Event Room or catering requirements and QAGOMA will update the Event Quote or Event Order Confirmation.
- (h) QAGOMA reserves the right to impose additional charges for changes to the Event Quote or Event Order Confirmation. If numbers decrease substantially, QAGOMA may allocate a more appropriate sized room for the Event.

5. COSTS

- (a) The Hirer must pay the hire fees set out in the Event Contract. The rates charged for the Event are those stated in the Event Order Confirmation, except if changes are made to the booking, in which case, QAGOMA will advise of the cost implications.
- (b) QAGOMA may charge an additional fee or surcharge, and the Hirer agrees to pay that additional fee or surcharge, if:
 - (i) the Event is held on a public holiday;
 - (ii) the Hirer makes changes to the Event requirements within 48 hours of the commencement of the Event;
 - (iii) changes are made by organisers or speakers on the day of the Event; or
 - (iv) the Event continues after midnight, or the agreed scheduled finish time.
- (c) QAGOMA may charge the Hirer, and the Hirer agrees to pay, additional charges for any requirements the Hirer requests during the course of the Event that are not included in the Event Order Confirmation.

- (d) The quoted staff charge is an estimate and may vary depending on final menu selection, guest number, venue requirement and duration of the event. Additional staff costs will be invoiced after the Event. The minimum call out fee for staff is 3 hours.

6. PAYMENT

- (a) The Hirer is responsible for all monies payable in respect of the Event.
- (b) Hire fees will be invoiced as follows:
 - (i) Upon confirmation of the booking a deposit of 20% (or \$1000, whichever is higher) of the estimated total Contract Value is required.
 - (ii) 30 days prior to the event, a further 50% deposit of the estimated total Contract Value is required.
 - (iii) 7 Business Days prior to the Event, full pre-payment is required.
 - (iv) A final invoice will be issued after the Event for incidental charges incurred during the Event.
- (c) The final invoice will be raised after the Event and may include any additional incidental charges incurred in accordance with clause 5(c).
- (d) Deposits and other amounts must be paid on the date specified in the invoice by bank transfer, credit card or bank cheque. Personal or company cheques will not be accepted less than five Business Days before the start of the Event.
- (e) If a payment is not received by the due date, QAGOMA may terminate the Event Contract and release the Event Room without notice to the Hirer.
- (f) QAGOMA may charge interest on overdue amounts at the daily rate of 2% above the prime lending rate of QAGOMA's principal banker. Invoices not paid within 90 days will be directed to a debt collector at the Hirer's expense.
- (g) QAGOMA requires a completed Credit Card Authority Form to guarantee the outstanding balance of the account.

7. SET UP FOR EVENT

- (a) The Hirer will have access to the Venue for Event set up, including unloading of equipment and setting up any facilities required for the Event at the designated areas at the time, date and location specified in the Event Order Confirmation.
- (b) Equipment brought into the Venue for the Event must be preapproved by QAGOMA and removed by the time and date specified in the Event Order Confirmation. The Hirer is responsible for all costs and risk associated with the transportation of equipment to and from the Event.
- (c) QAGOMA will provide the Hirer with the process and procedures for external contractors while they are on site at the Venue. The Hirer must comply, and must ensure that its employees, agents and contractors comply, with these procedures to ensure the safety of artwork on display.
- (d) Set up in Venue spaces is not permitted until 4.30pm on the day of the Event. One hour is allowed for pack down and bump out. If bump out cannot be completed within the hour, it must be completed the following morning between 7.30 and 9.00am.

- (e) All items, whether personal or hired, must be collected from the Venue by the following morning. If the items are not collected within this period, QAGOMA may dispose of them at the Hirer's cost. QAGOMA is not liable for the loss of any items stored before or after the Event.

8. SECURITY

- (a) QAGOMA will provide a cloaking facility for use by the Hirer and its guests during the Event but will not be liable to any person for any loss or damage caused to items put into secure storage areas where the cause of such loss or damage is not within QAGOMA's reasonable control.
- (b) QAGOMA will provide qualified Gallery Services Officers to provide security and protection of art work on display, first aid and health and safety. If the Gallery deems it necessary, additional professional security will be hired at the Hirer's cost.

9. HIRER'S RESPONSIBILITIES

Audio visual and other equipment

- (a) QAGOMA has recommended audio visual suppliers to provide any audio visual equipment required for the Event. Please talk to QAGOMA staff for these details.
- (b) If the Hirer supplies its own audio visual requirements, then the Hirer:
 - (i) is responsible for any loss, damage or injury caused by the equipment or by the Hirer or its employees, agents or contractors;
 - (ii) must comply with, and must ensure that its employees, agents and contractors comply with, all work place health and safety laws, rules and requirements and the reasonable requirements of QAGOMA in relation to the equipment (including installation, use, storage and removal); and
 - (iii) must ensure that the equipment has been tagged and tested before it is brought to the Venue.
- (c) The placement of any freestanding equipment, including signage, banners and structures, must not compromise the security or safety of any art work, and must be preapproved by QAGOMA.
- (d) The Hirer must obtain special permission to bring large-scale equipment into the Venue and delivery must be made after 5.00pm. Please see our deliver and pick up procedure for further details.

Recording and broadcasting

- (e) Before making any recording or broadcast of any part of the Event, the Hirer must obtain the prior written consent of QAGOMA and all necessary consents or licenses from any third parties who have an interest in the Event recording or broadcasting.
- (f) QAGOMA may grant or withhold consent in its absolute discretion and place certain conditions as to the placement of equipment for recording or broadcasting and the Hirer must comply, and ensure that its employees, agents and contractors comply, with those conditions.

Signage

- (g) The Hirer must obtain QAGOMA's prior written consent to the display of temporary signage at the Event. The Hirer must not, and must ensure that its employees, agents, contractors and guests do not, affix by any means including nail, blue tack, screw, tape or staple anything to any wall, door, ceiling or other surface in the Venue.
- (h) The Hirer is liable for any loss or damage caused by the placement or the removal of any signs in accordance with this clause.

Parking

- (i) Car parking is available at the Queensland Art Gallery, Queensland Museum and at the State Library of Queensland car parks at a cost. Special parking arrangements need to be made directly with the car park operators. QAGOMA has no control over the car parks in the Cultural Precinct and takes no responsibility for its hours of operation or damage to cars. Contact the Carpark Manager on (07) 3840 7103.

Noise, activities and behaviour

- (j) Lighting, noise levels and projections are restricted within the Venue due to special art work requirements. Lighting and projection on, or near, art works is not permitted. Please liaise with the Events team if you have any queries concerning lighting or noise level allowances.
- (k) The Hirer and its employees, agents, contractors and guests must not:
 - (i) exceed noise levels which, in the opinion of QAGOMA, would disturb or disrupt the normal operations of the Venue or Event.; or
 - (ii) conduct activities at the Venue that may cause damage to property (including the Venue), endanger the safety of persons (including those persons attending the Event) or may otherwise infringe work place health and safety laws, regulations or rules.
- (l) If clause 9(j) is not complied with, then QAGOMA may instruct the Hirer to immediately reduce the noise level or take other required action and the Hirer must immediately comply with the instruction. If the Hirer fails to comply with the instruction, QAGOMA may cancel the Event and the Hirer will not be entitled to a refund of any monies paid or other compensation.
- (m) Use of open flames is prohibited in all areas (including external areas) to ensure the safety of art works.

Cleaning

- (n) The Hirer must pay additional cleaning charges if an Event creates cleaning requirements that QAGOMA considers are in excess of normal general cleaning.

Food and beverage

- (o) No consumable products of any kind may be brought into the Venue for consumption at the Event by the Hirer or its employees, agents, contractors, guests or any person attending the Event, without the prior written consent of QAGOMA.

General conditions

- (p) Helium-filled balloons and confetti of any type or size are not permitted at the Venue (including external areas).
- (q) Drainage of the water feature is limited to events held for and organised by QAGOMA.
- (r) Smoking is not permitted within 4 metres of the Venue.

Event postponement

- (s) Postponement of the Event is subject to availability of the Event Room. QAGOMA reserves the right to enforce cancellation policy charges in accordance with clause 10.

10. CANCELLATION OF EVENT

- (a) QAGOMA may immediately cancel the Event if the Hirer fails to comply with these Conditions, in which case, the Hirer is not entitled to recover any monies paid in relation to the Event and will have no claim against QAGOMA.
- (b) If QAGOMA reasonably believes that an Event, or persons in attendance at the Event, will affect, or may affect, the normal operations of the Venue's business, QAGOMA's security or reputation, the safety of people or the condition of property and artwork, then QAGOMA may cancel the Event, in which case:
 - (i) any monies already paid towards the Event will be refunded by QAGOMA less any actual costs or loss incurred by QAGOMA in relation to the cancellation.; and
 - (ii) the Hirer will have no further claim against QAGOMA.
- (c) QAGOMA has the right to cancel, postpone or relocate the Event if deemed necessary by management. Any monies already paid towards the Event will be refunded by QAGOMA less any actual costs or loss incurred by QAGOMA in relation to the cancellation and the Hirer will have no claim against QAGOMA.
- (d) If the Hirer cancels the Event after the Event Contract is formed, then the following cancellation charges will apply:
 - (i) 120 Days before the Event – no cancellation fee and QAGOMA will refund any deposit paid.
 - (ii) Between 90 and 120 days before the Event - a cancellation fee equal to 10% of the Contract Value.
 - (iii) Between 60 and 90 days before the Event - a cancellation fee equal to 30% of the Contract Value.
 - (iv) Between 30 and 60 days before the Event - a cancellation fee equal to 50% of the Contract Value.
 - (v) On or after 30 days before the Event – a cancellation fee equal to 100% of the Contract Value.
- (e) QAGOMA may apply any deposits paid by the Hirer towards payment of the cancellation fees.

11. LIABILITY

Damage to property or persons

- (a) The Hirer is responsible for all loss, damage or injury caused to the Venue, property (including the Hirer's property, property of third parties, any audio visual equipment or other equipment) or any person (whether occurring before, during or after the Event) that is caused or contributed to by the Hirer or its employees, contractors, agents, guests or persons attending the Event.

- (b) The Hirer must immediately report any damage to the Venue to QAGOMA and pay to QAGOMA the cost of repairing and making good any damage caused to the Venue by the Hirer or its employees, invitees or contractors.
- (c) QAGOMA will inspect the Venue and any property of the Venue after conclusion of the Event and prepare a report of any damage to the Venue or any property that will be provided to the Hirer. The Hirer will be invited to inspect any damage identified in the report, but must do so as soon as reasonably practicable and before any use of the area where the damage occurred.

Indemnity

- (d) The Hirer releases and indemnifies QAGOMA and its officers, employees, contractors and or agents from and against all Claims arising out of the:
 - (i) Hirer's breach of the Event Contract;
 - (ii) conduct of the Event or the use of the Venue and Event facilities by the Hirer or its employees, agents, contractors or guests;
 - (iii) negligence or unlawful act or omission of the Hirer or its employees, agents, contractors or guests; or
 - (iv) cancellation of the Event.

Limitation of liability

- (e) To the extent permitted by law:
 - (i) the liability of QAGOMA to the Hirer in connection with the Event Contract, including any breach of the Event Contract by QAGOMA or any act or omission of QAGOMA, will not exceed the Contract Value; and
 - (ii) QAGOMA and its officers, employees, agents or contractors will not be liable to the Hirer for any indirect, consequential, incidental, punitive or exemplary loss or damage including, without limitation, loss of opportunity, revenue, profit or goodwill or other economic loss.
- (f) In respect of any warranties or conditions implied by law, and any obligations or liability imposed by law, that cannot be wholly or partly excluded, restricted or modified, the liability of QAGOMA will be limited, at its option to:
 - (i) (in the case of services) the supply of the services again or the payment of the cost of having the services supplied again; and
 - (ii) (in the case of goods) the replacement or repair of goods, the supply of equivalent goods, the payment of the cost of replacing the goods or having the goods repaired or of acquiring the equivalent goods.

12. GENERAL

Currency and taxes

- (a) All costs are quoted in Australian dollars and payment of all monies must be made in Australian dollars.
- (b) All costs are inclusive of the current rate of 10% GST. Should the rate of GST increase, QAGOMA reserves the right to increase the rates to reflect the increased tax.

Laws and regulations

- (c) The Hirer must not, and must ensure that its employees, agents, contractors or any persons attending the Event do not, commit any act that is in breach of any statutes, by-laws, orders, regulations, or other provisions having the force of law (including but not limited to QAGOMA's liquor licence and any fire regulations). The Hirer must, and must ensure that its employees, agents, contractors, guests or persons attending the Event, follow the directions, procedures and security requirements notified by QAGOMA.

Trademarks, Photography and Media

- (d) QAGOMA attaches a lot of value to its name and reputation. Any use of QAGOMA's name, logo or any reference to the Venue in any marketing, advertising or promotional materials must be approved in writing (and such approval can be given or withheld at QAGOMA's absolute discretion) by QAGOMA before its use.
- (e) If the Hirer wants to use an image from the Gallery's Collection or a visiting exhibition on an invitation or any other document, permission must be obtained from QAGOMA and the copyright holder. Please allow 10 working days for copyright clearance. Any reproduction must comply with the copyright agreements in place for that image, and a reproduction fee may be payable. The reproduction of some images may not be permissible.
- (f) QAGOMA must be notified of possible media presence at the Event as certain guidelines apply and must be adhered to in terms of reproducing images and operating within the Gallery environment.
- (g) Certain restrictions apply with regard to photography dependent on the exhibition, contractual arrangements that may apply and the fragility of the art works. Restrictions may exclude the use of flash or video.

Force majeure

- (h) QAGOMA is not liable for any failure to perform or delay in performing its obligations under these terms and conditions if that failure or delay is due to anything beyond its reasonable control including forces of nature, acts of terrorism, war, works to the Venue (including repairs and maintenance), and industrial action or inaction or action by a third party (including any government authority).

Entire agreement

- (i) The Event Contract constitutes the entire agreement between the parties concerning the Event (including all catering requirements for the Event) and supersedes all prior discussions, representations, negotiations and agreements.

Governing law

- (j) This agreement is governed by the laws of Queensland and each party agrees to submit to the exclusive jurisdiction of the courts of Queensland.

13. DEFINITIONS

Business day means a day that is not a Saturday, Sunday or public holiday in Brisbane.

Claim means any any action, proceeding, claim and demand, including all costs, damages and expenses (including legal fees) reasonably incurred in defending any action, proceedings, claim or demand.

Contract Value means the total value of the Event calculated by QAGOMA at the date the Event Contract between us is formed, which may be adjusted by changes to the Event.

Event means the function, conference, party, wedding or other event specified in the Event Quote.

Event Quote means the quote issued by QAGOMA with the Event requirements.

Event Room means the room stated in the Event Quote where the Event will be held.

Event Contract is the signed Event Quote which forms the minimum requirements for the booking and includes these Conditions and the Event Order Confirmation.

Confirmed Event Details means the finalised information the Hirer gives QAGOMA in accordance with clause 3.

Event Order Confirmation is the document containing all the details of the Event, including menu and beverage selection, bump in and bump out information, the run sheet and costs that is provided by QAGOMA and accepted by the Hirer in accordance with clause 3.

Hirer means the person hiring the Venue who signs the Event Quote.

QAGOMA means the Queensland Art Gallery Board of Trustees trading as QAGOMA Brisbane.

Venue means the Queensland Art Gallery | Gallery of Modern Art, Stanley Place, South Bank, Brisbane, Australia.

By signing these Conditions, the Hirer acknowledges that it has read and understood them and agrees to be bound by them.

Signed on Behalf of the Hirer

Hirer Name

Signature

Company

Date

Signed on Behalf of QAGOMA

Venue Representative.....

Signature

Function Number

Date