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1. DEFINITIONS

For the purposes of this Deed, unless the context otherwise requires, the words and phrases, expressed throughout the Deed with a capital letter, will have the following meanings assigned to them:

- a) **Assistance Animal** has the same meaning as proscribed by the Disability Discrimination Act 1992 (Cth) as amended or superseded.
- b) **Booking Confirmation** means the form confirming the booking details sent by PVRSC to the Hirer and returned, executed by the Hirer.
- c) **Booking Event Date** means the date on which the Hirer has a scheduled event take place during the Hire Period.
- d) **Business Day** means a day on which banks are open for general banking business in New South Wales (not being Saturday, Sunday or a public holiday in New South Wales).
- e) **Cancellation Fee** means the fee charged in accordance with Clause 20.
- f) **Casual Hirer** means private hire (including by individuals or teams) for recreational use.
- g) **Cleaning and Restoration Fee** includes any fee incurred by PVRSC to restore the Facilities back to the condition they were prior to the Hire Period (fair wear and tear excluded) including repair costs for damage to flooring and third-party cleaning costs incurred by PVRSC, payments made by PVRSC (including staff wages) paid for the purpose of restoring the Facilities and fees charged in accordance with Clause 18 where cleaning delays or disrupts another hire.
- h) **Community Event** means competitions and training for the purpose of competition overseen by a state sporting association or equivalent governing body, such as netball competitions overseen by Netball NSW. This includes entry level programs (for example, AusKick) and ‘come and try’ days run by state sporting associations or equivalent governing bodies, as well as training for coaches and umpires.
- i) **Conditions of Entry** means the conditions of entry as determined by PVRSC at any given time and displayed at the Facilities or otherwise advised by PVRSC.
- j) **Deposit** means the deposit paid in accordance with Clause 4.
- k) **Equipment** means any and all equipment PVRSC permits the Hiree to use as part of its hire of the Areas.
- l) **Facilities** means all those premises known as Lot 6 in DP2460 and being part of the land contained in Certificate of Title Volume 7250 Folio 239 at Penrith, known as the sports centre and premises located at 30 Herbert Street, Cambridge Park NSW 2747, including the parking areas, entrances and exists and close surrounding areas.
- m) **GST** has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and amended or superseded.

- n) **Hire Fee** means the fee charged for use of the Facilities.
- o) **Hire Period** means the time during which the Hirer has been granted use of the Premises.
- p) **Hiring Purpose** means the purpose or use for which the Hirer has hired the Premises, as authorised by PVRSC.
- q) **Hirer** means the individual, entity, organisation, club, association, team society or other body where incorporated or unincorporated or any multiple thereof and otherwise as identified in the Booking Confirmation.
- r) **International Event** means a competition or event contested by national representative teams (or individuals) or teams (or individuals) under the jurisdiction of different national associations or by teams representing continental areas, including events presided over by internationally recognised governing sporting bodies.
- s) **Lease** means the Lease between Penrith Valley Regional Sports Centre Limited and Penrith City Council.
- t) **National Event** means a competition or event contested by teams (or individuals) representing an Australia state or territory or teams (or individuals) under the jurisdiction of or presided over by an Australian national association or governing body.
- u) **Operating Hours** means the operating hours of the Facilities set out in Clause 3.
- v) **Public Holiday** means any date that is declared to be a public holiday in the state of NSW.
- w) **PVRSC** means Penrith Valley Regional Sports Centre Limited.
- x) **Regional Event** means a competition or event held by an organisation within or contested by teams located within the Penrith Local Government Area (LGA).
- y) **State Event** means a competition or event contested by teams (or individuals) representing a particular region, local government or other area or participating in a competition taking place throughout a particular Australian state or territory or teams (or individuals) under the jurisdiction of or presided over by a state association or governing body.
- z) **Terms and Conditions** means this document as amended or superseded and any ancillary document required to give effect to the Terms and Conditions.
- aa) **WHS** means the *Work Health and Safety Act 2011* (NSW) together with the *Work Health and Safety Regulation 2017* (NSW) as amended or superseded.

2. ACCEPTANCE OF TERMS AND CONDITIONS

By executing the Facility Booking Agreement, paying the Deposit or use of the Facilities the Hirer accepts and agrees to be bound by these Terms and Conditions. Use of the Facilities is conditional upon acceptance and compliance with these Terms and Conditions is an essential term.

3. OPERATING HOURS

- a) The Operating Hours of the Facilities are subject to an agreement between PVRSC and Penrith City Council. The Operating Hours are:
 - Monday to Friday – 9:00am to 11:00pm
 - Saturday – 7:30am to 11:00pm
 - Sunday – 9:00am to 10:00pm
- b) The Facilities are located in a residential area and Hirers and their guests must leave the facility quietly with respect to the neighbours of the Facilities.

The Hirer acknowledges and agrees to not use the Facilities outside of the Operating Hours. The Hirer agrees to indemnify PVRSC for any loss or damage suffered as a result of the Hirer's failure to adhere to the Operating Hours.

4. APPLICATION FOR HIRE

- a) To hire the Facilities the Hirer must lodge an application with PVRSC. An application for hire must be completed online or in writing and sent via email to office@pvrsc.com.au or generalmanager@pvrsc.com.au.
- b) On receipt of an application for hire, provided space and facilities are available, a Booking Confirmation will be sent to the Hirer's provided email address.
- c) The Hirer must sign and return via email the Booking Confirmation and pay the Deposit. A booking is not confirmed, until PVRSC is in receipt of a Booking Confirmation signed by the Hirer and PVRSC is in receipt of payment of the Deposit.
- d) Where a booking remains tentative by lack of receipt of a signed Booking Confirmation or failure to pay the Deposit and another booking is requested for the same date, PVRSC reserves the right to take the new booking.
- e) PVRSC may, at its absolute discretion, require the Hirer to provide references, evidence of previous event experience, previous venue use, relevant permits, licences, insurances, risk assessments, safety plans, event management plans, or any other information reasonably required by PVRSC to assess the suitability of the Hirer and the proposed Hiring Purpose.
- f) The Hirer acknowledges and agrees that PVRSC may contact any referees, venues, organisations, authorities, contractors or other relevant parties for the purpose of verifying the Hirer's suitability, previous conduct, event history, safety record, financial standing, or the accuracy of information provided in connection with the booking.
- g) PVRSC reserves the right to refuse, decline, cancel or not proceed with any booking where, in PVRSC's opinion, the Hirer has not provided satisfactory references, has provided incomplete, inaccurate or misleading information, or where PVRSC is not satisfied that the Hirer is suitable to conduct the proposed Hiring Purpose.
- h) The Hirer warrants that all information provided to PVRSC in connection with the booking is true, accurate and complete. The Hirer must immediately notify PVRSC of any change to the nature, purpose, scale, operator, organiser, control, risk profile, attendance, activities, equipment, sales, catering, alcohol, or other material details of the booking.

Any agreed changes to the Booking Confirmation and these terms and conditions can only be approved in writing via the 'T&C Addendum Form' signed by the PVRSC General Manager and Hirer.

5. PRIORITY OF BOOKINGS

The Hirer acknowledges and agrees that priority may be given to bookings according to the following:

- a) International Events;
- b) National Events;
- c) State Events;
- d) Community Events;
- e) Regional Events;
- f) Casual Hirers.

PVRSC reserves the right to reject or alter any bookings in order to maximise the goals and objectives of the organisation in reference to this priority or to carry out urgent repairs. PVRSC will use its best endeavours to provide Hirers with reasonable advance notice of these events so that disruptions to normal programs are minimised. Notwithstanding this, the Hirer agrees that PVRSC will not be liable for any loss or damage (direct, indirect or consequential) resulting from the priority of bookings.

6. HIRE FEE

- a) In consideration of the use of the Facilities, the Hirer agrees to pay PVRSC the Hire Fee plus any applicable GST.
- b) The Hirer must pay the Hire Fee within Thirty (30) days of issuance of any invoice or as otherwise provided for in the invoice.
- c) PVRSC reserve the right to increase the Hire Fee at any time prior to the Hire Date (including after the signing of the Booking Confirmation) after giving one (1) months' written notice to the Hirer. Upon receipt of such notice, the Hirer shall be entitled to terminate the hiring of the Facilities upon provision of written notice to PVRSC within 5 Business Days of receiving the notice of increase.
- d) A 15% surcharge is applied to the Hire Fee applicable that takes place on a Public Holiday. A 15% surcharge is applied to all purchases at the Facilities on Public Holidays.

7. LATE PAYMENT

- a) Hire fees not paid within Thirty (30) days will be charged interest on the outstanding amount at a rate of 1.5% per annum until such time as the balance of the outstanding amount is paid.
- b) The Hirer agrees to pay all PVRSC's costs incurred in registering, pursuing, securing and collection of any outstanding monies due in accordance with these Terms and Conditions including (but not limited to) administration charges, mercantile agent's fees, solicitor's fees calculated on an indemnity basis and charges, other legal fees, Court costs or duties will be charged to the Hirer and added to the Hirer's account. Fees for dishonoured cheques will also be added to the Hirer's account.
- c) If the Hirer's payment is dishonoured by their bank, then the Hirer must pay any dishonour fee charged by the Hirer's bank.
- d) Payments received by the Hirer shall be applied first in payment of interest and then to any costs of or incidental to debt recovery and then to any amounts that are payable by the Hirer under the Terms and Conditions and then in reduction of principal.

8. LATE FEES

- a) Payment terms are specified on the quotations and tax invoices rendered by PVRSC. Interest will be charged on accounts in arrears of over 30 days or otherwise outside their applicable payment terms at a rate of 5% per annum.

9. HIRE FEES

- a) Hire fees will increase by CPI on the 1st of July each year.

10. FREE HIRE

- a) PVRSC may, at its sole discretion, provide access to the Facilities free of charge to members of the community, Hirers and individuals as a way of providing PVRSC community support to various activities ("Free Hire").
- b) Free Hire must be approved, in writing by PVRSC and, whilst no Hire Fee is applicable, the Hirer will still be subject to the balance of the remaining Terms and Conditions.
- c) Free Hire can only be provided when an approved first aid trained PVRSC staff member is present.
- d) No participant of Free hire can be charged to attend by an individual or Hirer without written permission from PVRSC. If a Hirer is charging participants, guests or attendees, then the Hirer must pay to PVRSC all applicable Hiring Fees as notified to the PVRSC by the Hirer.

11. CAPACITY

- a) Maximum capacity of Facilities at any one time is 2000 people ("Maximum Capacity"), however can attract more than that over a single day.
- b) Where the Hirer expects that there could be greater than the Maximum Capacity at any point of the hire, additional portable toilets will be required to be hired at the cost to the Hirer.
- c) Notwithstanding Clauses 11(a) and (b) above, capacity will always be directed by and subject to any Public Health Order.
- d) The Hirer must ensure strict compliance with the Maximum Capacity limit of the Facilities and any applicable Public Health Order.

12. INSURANCE

- a) The Hiree must, for the duration of its Hire for the Facilities, hold a Public Liability Insurance Policy in the amount of \$20,000,000. Such insurance policy must note PVRSC as an interested party. PVRSC requires the Hirer to provide a certificate of currency of this insurance at least 14 days prior to the Hire Date.
- b) If the Hirer is to have any staff employed in attendance, the Hirer must hold a policy of Workers Compensation Insurance, and provide to PVRSC, a certificate of currency at least 14 days prior to the Hire Date.
- c) For ABN Holders, use of the Facilities will not be permitted if a copy of required insurances are not supplied to PVRSC in accordance with the above. Hire Fees and charges will still be applicable in the event the booking is cancelled due to a failure to comply with this Clause 12.
- d) For individuals or casual hirers who can't produce copies of the requested insurances you hereby waive any and all claims that you or your guests have or may have in the future from any and all liability for any loss, damage, expense or injury, including death, that you or your guests may suffer, as a result of participation in the Hire or casual use. Risk Warning under section 5M of the Civil Liability Act 2002: Players, spectators, officials and all other visitors are warned that the recreational activities undertaken in the Facility involve the risk of injury.
- e) The Hirer must not do anything which could:
 - (i) prejudice any insurance of the Facilities or property in them (including any premium held by the Landlord); or
 - (ii) increase the premium for that insurance, without PVRSC consent.
 - (iii) If the Hirer does anything that increases the premium of any insurance held by PVRSC or the Landlord in connection with the Facilities, the Hirer must pay the amount of that increase to PVRSC or the Landlord on demand.

13. INDEMNITY

- a) The Hirer hereby indemnifies and will keep indemnified PVRSC and their respective employees and agents against all actions, proceedings, claims and demands which may be brought or made against them by any person in respect of death, loss, damage or injury arising out of or in connection with, whether directly or indirectly, the hiring of the Facilities by the Hirer and all costs, damages and expenses which may be incurred by them in defending or settling those actions, proceedings, claims or demands.

14. GENERAL USE, ENTRY AND SUPERVISION REQUIREMENTS

The Hirer acknowledges and agrees that it must, at its sole cost, adhere to the following requirements:

- a) Organise and run the specific event for which the Facilities are being used in consultation with PVRSC.

- b) Nominate a 'person-in-charge' and provide contact details of such person to PVRSC as soon as possible upon returning the Booking Confirmation. This person-in-charge, must attend the Facilities induction which will be arranged between PVRSC and the Hirer. PVRSC will liaise with the person-in-charge during the Hire Period.
- c) Take reasonable care to adequately protect the surfaces of the Facilities, ensuring that non-marking footwear will be worn by all attendees, and that equipment being used is fitted with non-marking tyres/castors/legs, and tape being used must be water based which must be approved or supplied by PVRSC.
- d) All persons associated with the Hirer must comply with the PVRSC Conditions of Entry.
- e) Control and supervise all persons entering PVRSC for the duration of the Hire Period.
- f) Leave the premises, including any changing rooms, showers and toilets that have been used, in a clean, neat and tidy condition.
- g) Ensure all spillages on floors are mopped and cleaned to prevent any slippages or potential incidents or communicated to PVRSC staff to assist in spillages.

The Hirer warrants and represents that:

- h) the Hirer has requisite skills to use the Facilities and any equipment in or that forms part of the Facilities;
- i) for any equipment requiring a licence for operation, the Hirer will only allow licenced persons to operate such equipment;
- j) the Hirer will at all times strictly adhere to and follow all instructions and guidelines with respect to the use of the Facilities and the equipment in or that forms part of the Facilities including as communicated (whether verbally or in writing) by PVRSC;
- k) the Hirer will use due care and diligence in its use of the Facilities and only use the Facilities and the equipment that is in and forms part of the Facilities for its intended use; and
- l) the Hirer will not allow persons under the age of 16 to use the Facilities or any equipment within the facilities without reasonable and adequate adult supervision.

PVRSC is able to provide any requisite training prior to the Hire Period. Should the Hirer require such training, a request must be made to PVRSC in writing at least 14 days prior to the Hire Period.

The Hirer indemnifies and will keep indemnified PVRSC for any loss or damage incurred as a result of the Hirer's failure to comply with the supervision and general use requirements set out in this clause.

15. FIRST AID

- a) The PVRSC will provide a current first aid trained staff member on site for the Hire Period.
- b) The Hirer must provide additional first aid cover for events of 500 people or more ("Large Events"), including provision of suitably insured and qualified staff, or staff provided by a recognised and insured organisation. PVRSC has a preferred supplier and can arrange this at the request and cost of the Hirer.
- c) Any incidents involving first aid must be reported to a PVRSC staff member. First aid facilities are available to all Hirers.
- d) At any time if an ambulance is required then PVRSC must be advised immediately. Any medical costs, including Ambulance fees are the responsibility of the Hirer. A patron must always be advised of the costs of an ambulance and must agree to the ambulance prior to it attending unless it is considered a medical emergency. Where an ambulance is called for, or on behalf of a patron, the Hirer indemnifies PVRSC for any costs or claims made against it in connection with the Ambulance, including, but not limited to the cost of the Ambulance.
- e) The Hirer is responsible for the supply and treatment of all first aid incidents during the Hire Period. This includes, but is not limited to, the supply of ice, emergency equipment and trained

personnel. The Hirer is to notify PVRSC of the contact details of their nominated First Aid provider or person.

16. HIRER OBLIGATIONS

The Hirer must not, without the prior written consent of PVRSC:

- a) Use the Facilities for any purpose other than the Hiring Purpose.
- b) Allow any person not subject to the direction and control of the Hirer to use the facilities.
- c) Re-hire the facilities to any other person or organisation or otherwise sub-let, licence or allow another person or organisation to use the facilities.
- d) Use any part of the PVRSC complex other than those facilities nominated upon the booking form.
- e) The Hirer shall not sell, supply, hawk or dispose of anything whatsoever in the PVRSC without the prior approval of and subject to any conditions imposed by the PVRSC Management.

17. FLOOR LOADS

- a) The Facilities have the following floor load capacities:
 - Court 1 & 2 (Hall 1) – 3000kg – Height 10m
 - Court 3 & 4 (Hall 2) – 3000kg – Height 8m
 - Court 5 & 6 (Hall 3) – 672kg – Height 8m – max wheel load of 168kgFor Hall 1 and Hall 2 – any item over 1000kg must travel on sheets of 18mm ply.
- b) The abovementioned weight loads include people and equipment.
- c) The Hirer must ensure that its use does not exceed the floor load capacities. The Hirer will be liable for any damage caused by the floor load being exceeded.

18. SETUP/PACK DOWN

- a) The Hiring Period is inclusive of all set up and pack up time. It is the Hirer's responsibility to ensure adequate time in their booking for setup and pack up time, including cleaning time.
- b) PVRSC reserves the right to charge for additional time for non-notified setup, pack down and cleaning time that exceeds the Hire Period. If non-notified time affects the next booking, PVRSC additional occupation time will be charged at a rate of two (2) times the rate of the Hire Fee.

19. PARKING

- a) Parking Attendants must be used during all International Events, National Events, State Events, Community Events, Regional Events and other events where in excess of 500 people are expected to be in attendance.
- b) The Hirer must ensure vehicles do not obstruct access to the Facilities, including entry and exits or any neighbouring facilities and all parking must comply with parking sign requirements.

20. CANCELLATION BY THE HIRER

- a) The Hirer may cancel a booking at any time by giving written notice to PVRSC via email at generalmanager@pvrsc.com.au or office@pvrsc.com.au.
- b) The following policy applies with respect to the return of the Deposit and the applicable Hire Fees and charges upon cancellation by the Hirer:
 - (i) Where the Hirer cancels the Booking between 120 – 90 days prior to the first date of the Hire Period, 50% of the Deposit will be returned;
 - (ii) Where the Hirer cancels the Booking between 90 - 60 days prior to the first date of the Hire Period, the Deposit will not be returned;

- (iii) Where the Hirer cancels the Booking within 60 days of the first date of the Hire Period, the Deposit will not be returned and the full Hire Fee for the Booking will be due and payable.

21. CANCELLATION BY PVRSC

- a) PVRSC may cancel the Booking at any time without notice to the Hirer if, in its opinion:
 - (i) the facility will be unfit for use during the Hire Period;
 - (ii) The facility may be unduly damaged by use for the Hiring Purpose;
 - (iii) PVRSC foresee a real risk of disorder or damage or injury to persons or property;
 - (iv) The Hirer is in breach of these Terms and Conditions or any agreement with PVRSC; or
 - (v) PVRSC's rights and ability to hire the Facilities to the Hirer are withdrawn; or
 - (vi) PVRSC is not satisfied with the Hirer's suitability, references, previous conduct, event history, safety arrangements, financial standing, or the accuracy or completeness of information provided by the Hirer in connection with the Booking.
- b) In the event the Booking is cancelled by PVRSC, PVRSC will refund to the Hirer any payment made in respect of the hiring and such refund shall be accepted by the Hirer in full satisfaction of any loss or damage caused by the cancellation and PVRSC shall have no further liability in that respect.
- c) PVRSC may otherwise cancel the Booking upon provision of 60 days written notice to the Hirer.

22. APPROPRIATENESS FOR HIRING PURPOSE

- a) The Hirer agrees that they are satisfied that the Facilities are appropriate for the Hiring Purpose.
- b) PVRSC does not provide any warranty that the facilities are appropriate for the Hiring Purpose and will not be liable to the Hirer for its inability to use the Facilities for the Hiring Purpose.

23. DECORATING AND SIGNAGE

- a) The Hirer must gain prior written approval from PVRSC to affix decorations, signage, bunting or draping in the premises. All decorations are to be completely removed after the event and venue returned to its original condition. Failure to do so will result in the Hirer becoming liable for payment of the Cleaning and Restoration Fee. The Hirer shall not affix nails, screws, decorations, bunting or draping which, in any way, defaces the building premises.
- b) Sticky tape, double-sided tape and other adhesives must not be used in the Facilities. Use of Blu-Tack on glass or brick surfaces may be permitted, but must be applied and removed with care.
- c) Balloons may be permitted but must not be attached to any fixtures including ceiling fans.
- d) Helium balloons that escape in any of the PVRSC halls at excessive heights will result in an additional cleaning retrieval fee to the Hirer. Charges will be based on time for staff to collect the balloons.

24. MAKING GOOD ANY DAMAGES

- a) When the Hire Period ends, the Hirer must return the Facilities to PVRSC in the condition it was in, at the commencement of the Booking (fair wear and tear excepted).
- b) The Hirer agrees to pay PVRSC, on demand, the cost of making good or repairing any damage to the Facilities or any part thereof arising out of or incidental to the Booking and for the loss of any equipment included in the Booking. This is with the exception of damage caused by an Act of God.

25. ADVERTISING

- a) The Hirer must not, and must not allow, any advertisements to be displayed or erected on or within the Facilities, except with prior written consent of and in accordance with any conditions as notified by PVRSC.

- b) All advertising must adhere to the current PVRSC advertising policy. A copy can be provided on request.

26. ADDITION/REMOVAL OF FIXTURES OR FITTINGS

- a) Any equipment, furnishings or vehicles brought onto the Facilities by the Hirer must be authorised by PVRSC.
- b) No furnishings, fixtures or fittings of PVRSC may be removed, moved or altered without prior written consent of PVRSC.

27. PROHIBITED ITEMS

- a) The following Items are prohibited:
 - (i) Non-water-based tapes
 - (ii) Candles, gas cylinders, explosive devices, fireworks, firearms or any items with a naked flame
 - (iii) The use of confetti, glitter, rice and metallic sprinkles within the Facilities or surrounding grounds.
 - (iv) Chewing gum
 - (v) Smoking and the use of electronic cigarettes and vaporisers.
- b) No marquee, hut, stall or similar structure is to be erected on, in, or in the immediate vicinity of the Facilities except with the prior written consent of or in accordance with any conditions notified by PVRSC.
- c) The Hirer undertakes to ensure strict compliance with the abovementioned prohibitions including by its invitees and guests and will take all reasonable steps to ensure prohibited items are not brought on to the Premises. The Hirer accepts full liability for any loss or damage suffered as a result of a failure to comply.

28. REFRESHMENTS / ALCOHOL

- a) The Hirer shall not permit or take into the Facilities or the immediate vicinity of the Facilities, any machine or structure of vehicle for selling, offering or exposing for sale any refreshment, goods or service except with prior written consent of and in accordance with any condition imposed by PVRSC.
- b) The Hirer shall not permit any alcoholic beverages to be brought onto the premises during the Hire Period, except with prior written consent of and in accordance with any condition granted by PVRSC.
- c) PVRSC holds a Liquor and Gaming Licence permitting the service of alcohol for sporting and sports related ancillary events, in the function room and a designated area adjacent to our main show court between the hours of 10am – 10pm. Should the Hirer wish for PVRSC to serve alcohol to its guests in accordance with this licence a request must be made in writing to PVRSC and provision of alcohol is subject to acceptance of this request by PVRSC at its sole discretion. Any such service will be provided and additional costs and subject to conditions imposed by PVRSC. Nothing in this clause permits the Hirer to serve alcohol under this licence without prior written consent.
- d) The Hirer acknowledges and agrees that PVRSC may, at its sole discretion, remove patrons it deems to be intoxicated. The Hirer agrees to indemnify PVRSC for any costs associated with the removal of a patron including (but not limited to) taxi fares for the return of the patron.

29. SALE OF GOODS, FOOD & BBQS & CATERING

Catering

- a) PVRSC offers a catering service. Where the Hirer wishes for PVRSC to provide catering a written request is to be made to PVRSC. Any catering is subject to additional conditions which will be advised by PVRSC and at additional cost.
- b) Whilst all reasonable care is taken in food preparation, PVRSC does not guarantee that its catering or food served is free from allergens. PVRSC will not be liable for any claim resulting from an allergic or food intolerant reaction to catered food. The Hirer agrees to notify its guests and those in attendance for its Hired Purpose of this, clause 29(b).
- c) The Hirer must notify PVRSC, not less than 14 days prior to the Hire Period (unless another timeframe is advised by PVRSC) of all dietary requirements and food allergies to be catered for. The Hirer acknowledges that any notifications made outside of this time may not be accommodated.

Sale of Goods & Food

- d) The Hirer shall not, without the prior written consent of PVRSC, sell or supply or permit any other person to sell or supply or offer for sale goods of any kind at the Facilities during the Hire Period.
- e) The sale of food is not permitted without the prior written consent of PVRSC.
- f) If the Hirer is approved to sell food by PVRSC the Hirer will also need to obtain written permission from Penrith City Council and meet their food safety standards and provide evidence of this approval to PVRSC before the Hire Period.
- g) PVRSC is aware that some exemptions apply to the requirement to obtain permission from Penrith City Council (for example, the sale of fundraising chocolate). If a Hirer or its guest(s) think an exemption may apply to their particular good or food, please speak with PVRSC.

30. ADMISSION AND REMOVAL OF GUESTS AND CLOSURE OF FACILITIES

- a) PVRSC may at any time, in their absolute discretion refuse admission or direct a person to leave Facilities.
- b) If a person who has been refused entry to PVRSC or who has been directed to leave PVRSC fails to do so, PVRSC may close the facility.
- c) PVRSC may, using reasonable discretion, close the Facilities if the Facilities, in PVRSC's reasonable opinion, become unsafe or for reasons of violence.
- d) If PVRSC close the Facilities by virtue the Hirer will be deemed to have voluntarily abandoned the Booking. The Hiring Fee will not be refunded, and the Hirer will be liable for any loss or damage sustained by PVRSC, its servants or agents as a result of the closure. PVRSC will not be liable for any loss or damage sustained by the Hirer as a result of the closure.
- e) Without limiting Clause 32(d), the Hire Fee will not be forfeited where the Facilities are closed for reasons outside the control of the Hirer (such as flooding caused by bad weather making the Facilities. For the avoidance of doubt, the conduct and behaviour of any guest or patron is deemed to be within the control of the Hirer.

31. MEDIA, COPYRIGHT FEES, LICENSES AND PERMITS

- a) It is the sole responsibility of the Hirer to obtain the necessary permits, licences, approvals and authorisations from the relevant bodies, authorities or government departments that may be required to conduct their activity consistent with the hired purpose (e.g. APRA Licence for Public Performances).
- b) The Hirer is responsible for obtaining all appropriate licenses, permits and approvals from the appropriate government departments, statutory board or competent authority for the playing of all music and use of performance materials protected by copyright, whether played live or pre-

recorded, at its own expense. If the Hirer has arranged to record the event, the Hirer must ensure the permits allow for this as well.

- c) PVRSC has an APRA licence and will at its sole discretion provide use of its licence to assist the Hirer.
- d) Any unlicensed or unauthorised performance or broadcast that attracts a penalty will be the sole responsibility and liability of the Hirer who will forthwith indemnify and keep indemnified PVRSC.
- e) The Hirer acknowledges and consents to photographs, video recordings and other electronic images being taken during the Hire Period for any activity at the Facilities, excluding areas where people can reasonably expect privacy. The Hirer acknowledge and agree that such photographs, video recordings and electronic images may be used for promotional or other purposes including for the use in advertising, exhibition of services and for publication online including via social media and other internet platforms without further consent. The Hirer agrees to notify its guests and those in attendance for its Hired Purpose of this, clause 31(e). The Hirer releases and indemnifies PVRSC from use of any photographs, video recordings and other electronic images used by the PVRSC.

32. DRONES

- a) Unless specifically permitted by the PVRSC in writing, unmanned aerial vehicles (“UAVs”) are not permitted to be used and doing so could result in your eviction from the Facilities. This rule applies regardless of the size or use of the UAVs.
- b) If permitted, The Hirer must comply with the Civil Aviation Safety Authority (“CASA”) guidelines and rules to operate or control the UAV including that two people be involved in capturing any footage, one acting as a spotter.

33. ANIMALS

- a) No animals will be permitted to the Facilities without prior written agreement from PVRSC.
- b) Notwithstanding 36(a), Assistance Animals are allowed entry into the Facilities with a NSW assistant animal permit or those endorsed and recognised by the NSW Government.

34. LOTTERIES AND COLLECTIONS

- a) Hirer’s must not engage in or allow any person using the Facilities for the Hire Period to engage in, betting or wagering, game of chance or of mixed chance and skill or collect donations without the prior written consent of PVRSC.

35. ELECTRICAL EQUIPMENT / HIRE EQUIPMENT

- a) The Hirer is responsible for checking that all electrical equipment brought into the facility is not damaged or defective in any way. No such electrical equipment shall be used without the prior written consent of PVRSC.
- b) The cost of repair and/or service will apply where failure of the power is a result of the Hirer’s and/or their invitee’s actions (e.g.: use of damaged, faulty or defective electrical appliances and/or overloading the power circuits).
- c) The Hirer must obtain prior written approval from PVRSC to have amusement rides, jumping castles, jukeboxes, hired karaoke equipment, portable stages and/or any other equipment at the event.
- d) All electrical items owned by the Hirer must have a current inspection and maintenance record prior to use at the Facilities with the appropriate record completed by a qualified competent person. Copies of these records must be provided to PVRSC immediately upon request.

36. WHS OBLIGATIONS

The Hirer must:

- a) The Hirer acknowledges and agrees that for the purposes of WHS Law, the Hirer, for the Hire Period, has control of the Facilities and all activities within the Facilities.
- b) The Hirer acknowledges that its use and occupation of the Facilities and activities carried out at the Facilities will not give rise to any risk to the health and safety of any person.
- c) The Hirer must implement procedures to identify all risks to the health and safety of any person arising from the Hiring Purpose and take all reasonable steps to implement any controls necessary to minimise those risks including those posed to PVRSC and its staff sharing the Facilities.
- d) The Hirer must:
 - (i) notify PVRSC of any matter that may affect the health and safety of any person, including a 'notifiable incident' within the meaning of the WHS Law, immediately after becoming aware of such risks; and
 - (ii) if, in reasonable opinion of PVRSC, the Hiring Purpose warrants one, supply the PVRSC with a Safe Working Method Statement and/or a risk assessment for the Hiring Purpose at least 14 days prior to the commencement of the Hire Period, which outlines the specific risks and controls to be put in place. In particular, the risk assessment must ensure that systems are in place to eliminate any identified risks, or where the risks cannot be eliminated, to do what is reasonably practicable to ensure that the risks are adequately controlled and minimised.
- e) The Hirer releases and indemnifies PVRSC from and against any obligation or liability of PVRSC under any occupational health and safety legislation to the extent that such liability or obligation is attributable to the act, omission or negligence of the Hirer.

37. PROPERTY LEFT AT THE VENUE

- a) When the Hire Period ends, the Hirer must remove all of the hirer's belongings.
- b) Anything not removed becomes the property of PVRSC who may keep it or remove and dispose of it and charge to the Hirer the cost of removing it. PVRSC may remove and store any property left by the Hirer or the Hirers guests. If PVRSC stores any such property and the Hirer or its guests fail to collect the property within a reasonable timeframe, PVRSC may dispose of the property without penalty to PVRSC. PVRSC will not be liable for any items left in any area of the PVRSC.

38. FACILITIES SUBJECT TO LEASE

- a) The Hirer acknowledges and agrees that the Facilities are subject to a Lease granted by the Landlord to PVRSC.
- b) The Hirer must give PVRSC and the Landlord (or anyone authorised in writing by PVRSC or the Landlord) to access the Facilities at any reasonable time for the purpose of:
 - (i) inspecting the condition of the Facilities or how they are being used; or
 - (ii) doing anything the Landlord can or must do in accordance with the Lease or by law;
 - (iii) or undertake urgent repairs.

39. AMENDMENTS OF TERMS

- a) PVRSC reserve the right to change, modify, add, or remove portions of these Terms and Conditions at any time.
- b) PVRSC will notify the Hirer of such changes 14 days before they come into effect. During such time, the Hirer will be permitted to cancel the Booking if the changes to these Terms and Conditions are substantial and significantly and adversely affect the Hirer's Booking. Cancellation will not be permitted for any minor changes.

- c) If the Hirer continues to proceed to Hire, then PVRSC will regard that as the Hirer's agreement and acceptance that these Terms and Conditions govern the Hirer and PVRSC rights and obligations to each other.
- d) Any agreed changes between the Hirer and PVRSC to these terms must be provided to the Hirer by PVRSC in writing on the approved 'T&C Addendum Form' this must be signed and dated by the Hirer and PVRSC.