

This venue hire agreement is made on the date specified in item J of the schedule between:

- 1. The Art Gallery of New South Wales Trust**
a corporation constituted under the Art Gallery of New South Wales Act 1980 (NSW)
of Art Gallery Road, The Domain, Sydney, New South Wales.
(**The Gallery**)
- 2. The person specified in item A of the schedule**
of the address specified in item B of the schedule
(**the Hirer**)

The parties agree:

1 General

1.1 Definitions

Additional Charges means:

- (a) Any costs incurred by the Gallery as a consequence of any failure by the Hirer to:
 - (1) Vacate the Gallery Premises by the end of the Agreed Times;
 - (2) Promptly remove any goods or materials brought into the Gallery Premises by or on behalf of the Hirer; or
 - (3) Leave the Gallery Premises in a clean and tidy condition;
- (b) Any charge in addition to the Hiring Fee arising from any agreement by the Gallery to extend the Agreed Times; and
- (c) Any charges quoted by the Gallery to the Hirer at the time of making the booking;

Agreed Times means the times specified in item D of the schedule;

Confirmed Booking means a booking confirmed by the Gallery under clause 3.1(b);

Deposit means 50% of the Hiring Fee;

Exhibition Charge means the charge per person for entry to the exhibition specified in item F of the schedule;

Function means the function to be held by the Hirer at the Gallery on the Function Date;

Function Area means that part of the Gallery Premises specified in Item I;

Function Date means the date specified in item C of the schedule;

Gallery Premises means the Art Gallery of New South Wales situated at Art Gallery Road, The Domain, Sydney, New South Wales.

Hiring Fee means, subject to clause 3.3, the amount specified in item E of the schedule;

MorSul means (Art Gallery nominees Pty Ltd ACN 169 622 824 as trustee of the Art Gallery Trust; Gallery Management Pty Limited ACN 169 622 968 as trustee of the Gallery Management Unit Trust ;and Mash Art Pty Limited ACN 169 668 866 as trustee of the Mash Art Trust. or such other caterer as designated by the Gallery from time to time;

Permitted Contractors means any contractors of the Hirer approved by the Gallery under clause 7.7(a).

2 Venue Hire

2.1 Hire

Subject to clause 3.1(b) and 4.2(a), the Gallery agrees to hire the Gallery Premises to the Hirer between the Agreed Times on the Function Date on the terms of this agreement in consideration for the payment by the Hirer to the Gallery of the Hiring Fee.

3 Hiring Fee

3.1 Deposit

- (a) Within 10 business days after the date of this agreement, the Hirer must pay the Deposit to the Gallery on account of the Hiring Fee.
- (b) Upon receipt by the Gallery of the Deposit, the Hirer's booking will be confirmed.

3.2 Balance of Hiring Fee

- (a) At least 7 business days before the Function Date, the Hirer must pay to the Gallery the Hiring Fee less the Deposit.
- (b) Within 7 business days after the Function Date, the Hirer must pay to the Gallery the Additional Charges, and the Exhibition Charge multiplied by the final catering numbers notified under clause 6.3.

3.3 Revision of Hiring Fee

- (a) The Gallery may revise the Hiring Fee at any time, in relation to the hirer's specifications.
- (b) The Gallery shall not be liable for any loss or damage to the Hirer or any third party in consequence of the exercise of the rights referred to in clause 3.3(a).

4 Cancellation of bookings

4.1 Hirer

- (a) Subject to clause 4.1(b), the Hirer may cancel a Confirmed Booking at any time.
- (b) In the event of cancellation of a Confirmed Booking by the Hirer, the following cancellation fees may be deducted from the Deposit by the Gallery, unless waived by the Gallery:
 - (1) cancellation made 60 days or more before the Function Date, a cancellation fee equal to 50% of the Deposit; and
 - (2) Cancellation made less than 60 days before the Function Date, a cancellation fee equal to 100% of the Deposit.
- (c) The balance of the Deposit (if any) after deduction of the cancellation fee referred to in clause 4.1(b) will be refunded to the Hirer.

4.2 Gallery

- (a) The Gallery may cancel a Confirmed Booking at any time if there is a force majeure, or any other event, which in the reasonable opinion of the Venue Manager, causes the Gallery to be unsafe or inappropriate to hold the function. For example: flood, unsafe premises,
- (b) The Gallery shall not be liable for any loss or damage to the Hirer or any third party in consequence of the exercise of the rights referred to in clause 4.2(a).
- (c) In the event of cancellation of a Confirmed Booking by the Gallery, the Gallery will refund the Deposit to the Hirer if, in the Gallery's reasonable opinion, the Hirer is not in any way responsible for the cancellation.

5 Gallery Premises

5.1 Alterations

The Hirer must not:

- (a) Affix any sign, decoration or other item to any part of the Gallery Premises; or
- (b) Interfere with or alter any of the Gallery's electrical systems, lighting or sound systems.

5.2 Artworks

The Hirer must not cover, handle or endanger the Gallery's artworks.

5.3 Smoking prohibited

Smoking is not permitted within the Gallery Premises.

5.4 State of Gallery Premises

The Hirer must:

- (a) Vacate the Gallery Premises by the end of the Agreed Times;
- (b) Promptly remove any goods or materials brought into the Gallery Premises by or on behalf of the Hirer; and
- (c) Leave the Gallery Premises in a clean and tidy condition.

6 Catering

6.1 Caterer

MorSul is the Gallery's exclusive food, alcohol and beverage caterer and supplier, and must be engaged by the Hirer for any function at the Gallery Premises, unless otherwise agreed by the Gallery and MorSul.

6.2 Arrangements

All catering arrangements are to be made with and the payment of all catering fees is to be made to MorSul by the Hirer.

7 Conduct of Function

7.1 Compliance with laws

The Hirer shall:

- (a) Comply with the requirements of all relevant laws including, but not limited to, the Liquor Act 1982 (NSW);
- (b) Be liable for and indemnifies the Gallery and MorSul from and against all damages and expenses for which the Gallery or MorSul shall or may be or become liable in respect of the breach of any such laws, arising out of or in the course of the Function except to the extent such loss or damage is caused by or contributed to by the Gallery or MorSul.

7.2 Decorations

All sound, electrical and lighting requirements, signs, banners and decorations connected with the Function must be approved by the Gallery before the Function and may be the subject of a further charge.

7.3 Attendance

The Hirer must be in attendance at the Gallery Premises at least one hour before the commencement of the Function.

7.4 Directions

The Hirer must comply with the directions of Gallery management and staff whilst on the Gallery Premises.

7.5 Deliveries

All deliveries for the Function must be arranged with and approved by the Gallery prior to delivery.

7.6 Invitees

The Gallery reserves the right to refuse entry to the Gallery Premises to any of the Hirer's invitees.

7.7 Contractors

- (a) The Hirer may not permit any contractors of the Hirer including, without limitation, any operators of electrical, lighting or sound systems and any providers of music or other entertainment to provide services at the Function, unless otherwise approved by the Gallery.
- (b) The Hirer is liable for and indemnifies the Gallery from and against all actions, claims, demands, losses, damages and expenses for which the Gallery shall or may be or become liable or suffer in respect of any acts or omissions of the Permitted Contractors.

8 Indemnity and insurance

8.1 Hirer's indemnity

The Hirer is liable for and indemnifies the Gallery from and against all actions, claims, demands, losses, damages and expenses for which the Gallery shall or may be or become liable or suffer in respect of except to the extent such loss or damage is caused by or contributed to by the Gallery:

- (a) Damage to the Gallery's artworks or other property arising out of or in the course of the Function except to the extent it arises from the negligence or default of the Gallery;
- (b) Injury to or death of any persons arising out of or in the course of the Function except to the extent it arises from the negligence or default of the Gallery; and any breach of this agreement by the Hirer

8.2 Insurance

- (a) The Hirer must obtain insurance against the liability referred to in clause 8.1 to the value of \$20,000,000 and evidence of currency of the insurance should be provided to the Gallery by the Hirer on request.
- (b) The Gallery as a member of the NSW Treasury Managed Fund is fully covered for its legal liability to pay compensation to a third party, subject to the terms of the TMF's Contract of coverage, arising out of its operations worldwide.

8.3 Limitation of liability

The Gallery accepts no responsibility for any loss or damage to the property of the Hirer or any third party, except to the extent that the Gallery's legal liability for such loss or damage is covered by the terms of NSW Treasury Managed Fund's contract of coverage.

Schedule

Item A	Hirer	
Item B	Address	
Item C	Function Date	
Item D	Agreed Times	
Item E	Hiring Fee	\$XX inclusive of GST and security
Item F	Exhibition viewing	N/A
Item G	Audio Visual Labour Charges	\$65.00 per hour as required from bump in to bump out
Item H	Additional charges	N/A
Item I	Function Area	
Item J	Date of Agreement	

Signed for and on behalf of the Hirer

Signed for and on behalf of the Gallery
