



Terms and Conditions

The Booking Agreement consists of these Terms and Conditions. By signing the Agreement, all parties accept the Agreement Details and the outlined Terms and Conditions.

Terms and Conditions

Please note: Terms are defined in clause 22.

1. Your booking of Location

- a. If you comply with this agreement, you and your Guests may use the floor space of the booked location and any conveniences and normal furnishings in the booked location during the agreed booking period.
- b. You and your Guests may also use any electricity or water supplied to the Location for reasonable purposes in connection with the Event during the Booking Period. Plenty Ranges Arts and Convention Centre does not guarantee the continuance or adequacy or quality of electricity or water supply for your purposes even if you have made them known to Plenty Ranges Arts and Convention Centre.
- c. Your right and that of your Guests to use the Location is a non-exclusive licence only. You and your Guests do not have the right to exclude Plenty Ranges Arts and Convention Centre personnel or contractors from the Location, including during the Booking Period.
- d. You acknowledge that Plenty Ranges Arts and Convention Centre may use, or make available for use by other parties, other parts of the Venue. You agree not to interfere with any such use and to ensure that your Guests do not interfere with any such use.
- e. The foyer area of Plenty Ranges Arts and Convention Centre is a communal space, with the exception being where the full venue forms part of this booking.
- f. You must use the Location for the agreed booking purpose only. You must not use the Location, or allow the Location to be used, for any other purpose during the Booking Period.
- g. You must not use or employ any personnel at the Location, whether on a volunteer or paid basis, other than those that have prior approval from Plenty Ranges Arts and Convention Centre management.
- h. If the law obliges you to obtain a licence or permit to use the Location or for anything you or your Guests do at the Location, you must obtain and comply with the licence or permit.
- i. Unless specified in the Event Information and agreed by Plenty Ranges Arts and Convention Centre, Plenty Ranges Arts and Convention Centre is not obliged to provide or make available any equipment for use by you in respect of the Event.
- j. You must ensure that all persons using or operating any equipment at the Location or in respect of the Event (whether or not the property of Plenty Ranges Arts and Convention Centre) has the experience, training, licences and qualifications required to properly and lawfully operate that equipment.
- k. Management reserves the right to take photographs of any event for promotion purposes only. Photographs taken by Plenty Ranges Arts and Convention Centre management will not be released for use by other organisations or media and will remain the property of Plenty Ranges Arts and Convention Centre.

- I. The Client is responsible to ensure that a pre-show announcement is made informing function patrons with regard to the taking of photographs, videoing and sound recording in the venue.

2. Set-up of Location

Any set up or pack down activities are to be performed within the booking period times only. Any additional access times may incur additional charges, assuming the booked space is available and not already booked by another client.

3. Things you must do to keep the booking

- a. A booking confirmation security deposit of \$1,000 in the form of a bank cheque, cash, credit card or EFT must be paid within by the indicated date, detailed on the Booking Agreement.
The booking security deposit holds the date for the function and forms part of the overall function payment booking as per the Contract.
- b. The total cost of the Function less booking security deposit must be paid no less than 14 days before the date of the first function.
i. acceptable payment methods are bank cheque, cash, credit card or EFT.
ii. where the Event Payment is not received 14 days prior to the date of the first function, the function may be cancelled at Plenty Ranges Arts Centre's management discretion.
- c. Within 2 business days of a function being completed, a review of any costs incurred during the performance of the function will be undertaken and confirmed with the Client. Agreed additional costs shall be deducted from the credit/debit card pre-authorisation contingency bond. In the event that the credit/debit card pre-authorisation contingency bond is not sufficient to cover outstanding additional charges, you will be obligated to finalise all outstanding charges with 7 days of the final function date.
- d. A contingency bond of \$1,000 in the form of a credit/debit card pre-authorisation must be provided to Plenty Ranges Arts and Convention Centre management no less than 7 days prior to the first function. Plenty Ranges Arts and Convention Centre management reserve the right to withhold amounts from the contingency bond incurred to cover extra expenses such as late conclusion fees, additional cleaning, consumables, extra equipment, damage to equipment or facilities, excess cleaning, more people in attendance than paid for, etc.

4. Catering

- a. This clause applies if the Event is a Catered Event.
- b. The Caterer is the exclusive caterer for the Venue.
- c. You must not, and you must ensure that your Guests do not:
i. supply your Guests with any wine, spirits, alcoholic or non-alcoholic drinks, refreshments, food, confectionery or other articles or services (excluding programs and Event merchandise) at or from the venue other than as supplied by the Caterer; or
ii. bring any such items into the Venue.
iii. remove or take from the venue any food or beverage items supplied as part of your function
- d. You must confirm to Plenty Ranges Arts and Convention Centre by the Event Information Due Date specified in the Agreement Details:
i. the final number of persons to be catered for;
ii. menu selections; and
iii. details of any special dietary requirements for those persons.
- e. Unless otherwise agreed by Plenty Ranges Arts and Convention Centre you must pay the full final event amount, even if:
i. you do not use some or all the catering ordered for any reason (including but not exclusively, if this Agreement is cancelled, or the Event does not proceed, or fewer than the anticipated number of Guests attend); or

- ii. the amount charged is greater than the amount estimated by the Caterer or Plenty Ranges Arts and Convention Centre.
- f. The Venue is a licensed venue under the Liquor Control Reform Act 1998 (Vic) ("the Act") and must comply with the terms of the Act and the liquor licence. In particular (but not exclusively):
 - i. the Caterer applies the principles of responsible service of alcohol and reserves the right to refuse service to any person including unduly intoxicated patrons, disorderly patrons and minors;
 - ii. you will not have any rights against Plenty Ranges Arts and Convention Centre or the Caterer arising out of the Caterer's application of the principles of responsible service of alcohol including but not exclusively in relation to any service, or refusal of service, or for requiring any of your Guests to leave the Venue;
 - iii. the Caterer will only supply liquor in accordance with the terms of its liquor licence and will not supply liquor outside the authorised trading hours for the Venue; and
 - iv. you must ensure that you, and each of your Guests, do not do or fail to do any act, matter or thing that causes Plenty Ranges Arts and Convention Centre or the Caterer to breach any condition or requirement of the liquor licence or any law (including the Act).
 - v. Under no circumstances will any person under the age of 18 be served alcohol
- g. should any of your guests have any special dietary requirements, the following charges will apply, as outlined in the table below;

5. Looking after the Location

- a. You must always keep the Location in a clean and tidy condition.
- b. You must ensure that you and your Guests do not do any of the following things:
 - i. use any sound, lighting, electrical or other equipment or devices (other than those supplied by Plenty Ranges Arts and Convention Centre) without the consent of Plenty Ranges Arts and Convention Centre. You must ensure that any such equipment complies with any relevant Australian Standards including a current test & tag certification and is used only in accordance with any manufacturers' directions
 - ii. bring any scenery, curtains, props or flammable material of any kind to the Venue unless:
 - a) they have been fireproofed & maintained to the standard required by Victorian laws, and are maintained by you in that fireproofed condition so long as they remain at the Venue; or
 - b) you have sought and been granted the written consent of Plenty Ranges Arts and Convention Centre, which consent may be granted or refused in the sole and absolute discretion of Plenty Ranges Arts and Convention Centre;
 - iii. do anything to overload any electricity supply to the Location;
 - iv. damage, remove or interfere with any part of the Location or the Venue or any conveniences, appurtenances, fixtures, fittings, equipment or other things in or on the Location or the Venue. All associated costs for damage or loss will be passed onto the hirer.
 - v. damage, block or remove any sinks, drains, toilets or similar equipment;
 - vi. use any conveniences, appurtenances, fixtures, fittings, equipment or other things in or on the Location or the Venue other than for purposes for which they were designed and in a usual and careful manner;
 - vii. obstruct or restrict access to any designated exit (whether directly or indirectly); or
 - viii. disobey any reasonable directions or requirements of Plenty Ranges Arts and Convention Centre including those regarding acceptable noise levels (even if they are stricter than the legal or regulatory restrictions).
- c. Where Plenty Ranges Arts and Convention Centre requires that any of its staff, or any specified contractor, be utilised or engaged for any purpose associated with the conduct of the Event, you must utilise or engage that staff member or contractor for that purpose and pay all costs associated with such utilisation or engagement.
- d. It is expressly forbidden for any person to light or allow to be lit or remain alight any fire on the premises. It is also prohibited to have any smoke machine, sparklers or any other apparatus that produces smoke or naked flame. Users who set off alarms through prohibited activities will be charged for all the expenditure related to the call out by the CFA or Metropolitan Fire Brigade, and/or any damages to the venue as a direct result of the breach.

6. Event Information

- a. You must promptly inform Plenty Ranges Arts and Convention Centre of any change to the Event Information provided including, but not limited to, changes to any artist or any item or work to be performed. Where such a change occurs, you must undertake such further publicity at your own expense as Plenty Ranges Arts and Convention Centre may require. Alternatively, Plenty Ranges Arts and Convention Centre may elect to undertake such publicity in which case you must pay Plenty Ranges Arts and Convention Centre's costs and expenses incurred in doing so.

- b. You must advise Plenty Ranges Arts and Convention Centre immediately if the Event will, or is likely to contain adult content or themes, nudity, coarse language and/or special effects including but not limited to haze, smoke, pyrotechnics and strobe lighting.
- c. If your event goes over the scheduled booking time;
 - i. for functions; you will be charged at a rate of \$10 per person, per hour.
 - ii. for theatre; you will be charged at the respective performance rate for the first hour, then \$500 per 15 minutes beyond the first hour.

7. Ticket sales

- a. Unless otherwise expressly authorised by Plenty Ranges Arts and Convention Centre (which it may in its sole and absolute discretion withhold):
 - i. the sale, printing and distribution of tickets to the Event will be conducted either by or under the supervision and control of Plenty Ranges Arts and Convention Centre (at the election of Plenty Ranges Arts and Convention Centre); and
 - ii. the receipts derived from the sale of all tickets will be paid directly to Plenty Ranges Arts and Convention Centre.
- b. If Plenty Ranges Arts and Convention Centre has authorised you to conduct the sale, printing and/or distribution of tickets to the Event, then;
 - i. one week prior to the Event you must advise Plenty Ranges Arts and Convention Centre in writing of the number of tickets sold and the seat locations to which those tickets pertain.
 - ii. you, the hirer must provide suitable box office staff to manage all ticketing correspondence with ticket holders, 'will call' and new sales at times of 1 hour prior to each performance through to interval or 1 hour after performance commencement.
 - iii. it is mandatory to use Plenty Ranges Arts and Convention Centre approved ticketing only; third party ticketing agencies and tickets provided by any other means are not a valid form of entry to Plenty Ranges Arts Centre venue spaces and will not be accepted.
- c. Plenty Ranges Arts and Convention Centre will retain in trust the receipts derived from the sale of all tickets until the later of the following times:
 - i. the conclusion of the Event, or the conclusion of a single performance within the Event to which the receipts pertain (whichever occurs first), to ensure funds are available for any customer refunds required pursuant to the terms and conditions of sale; and
 - ii. you have paid all sums owing to Plenty Ranges Arts and Convention Centre whether under this Agreement or otherwise.
- d. You authorise Plenty Ranges Arts and Convention Centre to deduct any amount payable by you to Plenty Ranges Arts and Convention Centre (whether under this Agreement or otherwise) from the amounts collected by Plenty Ranges Arts and Convention Centre and which would otherwise be payable by Plenty Ranges Arts and Convention Centre to you.
- e. Unless otherwise agreed by Plenty Ranges Arts and Convention Centre, you must withhold from sale the House Seats A1 and A2 and reserve them for the sole use of Plenty Ranges Arts and Convention Centre.
- f. Unless otherwise agreed by Plenty Ranges Arts and Convention Centre, you must issue any and all holders of a current Victorian Government Companion Card, or equivalent card issued in another State or Territory, with one extra ticket to the Event at no charge and in the same price reserve as the ticket purchased by the Companion Card holder.
- g. Due to Council administration functions, it may take up to 4 weeks to obtain any moneys owed from ticket sales collected by Plenty Ranges Arts and Convention Centre on your behalf.
- h. Ticketing on sale start times to be 10am Monday - Friday. PRACC Box Office Hours are 9am – 4am Monday – Friday, excluding Public Holidays.
- i. Plenty Ranges Arts and Convention Centre will reserve 2 house seats for every performance which will be A1 and A2, unless otherwise notified.
- j. Commencement of ticket sales can only take place provided that a completed, signed hire agreement, completed ticketing form and the full deposit payment has been received.

8. Broadcasting and publication

- a. If during the Booking Period you, or any of your Guests display, perform, broadcast, adapt, publish or in any way use any works or material in which intellectual property rights subsist (including but not limited to copyright and moral rights):
 - i. you must ensure that the intellectual property rights are not infringed;
 - ii. you must give Plenty Ranges Arts and Convention Centre satisfactory evidence to prove that you have the right to use the works or material in the manner in which you intend; and
 - iii. you must pay all royalties due to the Australasian Performing Right Association or any other body or person in respect of the use of the works or material.

9. Advertising and merchandise

- a. You must not sell or permit to be sold any program or merchandise relating to the Event, or conduct any advertising for the Event, without the approval of Plenty Ranges Arts and Convention Centre management, consent may be granted or refused at the sole and absolute discretion of Plenty Ranges Arts and Convention Centre.
 - i. where consent is granted for program and merchandising sales to be made, a fee of 10% or \$200.00 (per performance) whichever is the greater, will be applied to the Event Fees and Charges.
 - ii. The merchandising fee includes a 3m square space in the foyer with a trestle table and 2 chairs provided by the venue. The set up and pack down or merchandise area is to be conducted within the booked time only.
- b. You must not display any advertising material in the Venue or surrounds without the approval of Plenty Ranges Arts and Convention Centre, consent may be granted or refused at the sole and absolute discretion of Plenty Ranges Arts and Convention Centre.
- c. You agree that Plenty Ranges Arts and Convention Centre may (but is not obliged to) undertake such advertising, marketing or other public notification of the Event (including referring to the Customer and the Event) as Plenty Ranges Arts and Convention Centre determines.

10. Other users of the Venue

- a. Plenty Ranges Arts and Convention Centre may ask you to use and ensure your Guests use a particular means of access to the Location through the Venue (for example, to coordinate the use of the Venue by multiple groups). In that event, you and your Guests must use the means of access specified by Plenty Ranges Arts and Convention Centre.
- b. You and your Guests must not do any of the following things:
 - i. disrupt the use of the Venue by anyone else;
 - ii. prevent other people from, or interfere with other people, accessing or using any common areas or other locations in the Venue; or
 - iii. prevent Plenty Ranges Arts and Convention Centre or anyone authorised by Plenty Ranges Arts and Convention Centre from entering the Location for reasonable purposes during the Booking Period.

11. Safety and security

- a. You must take reasonable steps to ensure the safety of:
 - i. your Guests at the Location, and the security of valuables and belongings brought onto the Location by your Guests, during the Booking Period;
 - ii. the staff and contractors of Plenty Ranges Arts and Convention Centre; and
 - iii. other visitors to, and users of, the Venue.
- b. Smoking or E cigarettes are not permitted in the Location. You must ensure that neither you nor your Guests smoke in or in the vicinity of the Location. A distance of 5 metres from all access points to the venue is required.

- c. You must comply, and ensure that your Guests comply, with:
 - i. Plenty Ranges Arts and Convention Centre's reasonable requirements and directions affecting safety and security, including but not limited to requirements relating to the engagement of safety and security personnel, the terms of Plenty Ranges Arts and Convention Centre's emergency and evacuation plan and the terms of any child protection strategy or policy of Plenty Ranges Arts and Convention Centre;
 - ii. directions given by officers of the police, fire brigade, ambulance service or security services; and
 - iii. all laws relating to occupational health and safety.
- d. You must immediately notify Plenty Ranges Arts and Convention Centre of any death or injury of any person in the Venue or any damage to property at the Venue during the Booking Period upon becoming aware of such death, injury or damage.
- e. You must not, and you must ensure that your Guests do not, do any of the following things:
 - i. enter any office, kitchen, storage, backstage or operational areas of the Venue which are within the Location;
 - ii. breach any law;
 - iii. do any act, make any omission or engage in any conduct that prejudices any insurance held by Plenty Ranges Arts and Convention Centre;
 - iv. do any act, make any omission or engage in any conduct that is or could reasonably be expected to become a public nuisance or a nuisance to Plenty Ranges Arts and Convention Centre or the owner or occupier of any other premises in the vicinity of the Location or the Venue;
 - v. do any act, make any omission or engage in any conduct that could reasonably be expected to cause any licence or permit in respect of the Location or the Venue to be breached, forfeited or suspended or any renewal refused; or
 - vi. do any act, make any omission or engage in any conduct that will or could reasonably be expected to cause Plenty Ranges Arts and Convention Centre to suffer any loss, damage or expense or be exposed to any liability.
- f. You must comply with, and ensure that your Guests comply with any reasonable directions given by Plenty Ranges Arts and Convention Centre about:
 - i. the number of people allowed to be on the Location;
 - ii. the use of the Location or the Venue;
 - iii. looking after the Location or the Venue; and
 - iv. the provision or completion of an incident report, and/or the provision of information required by Plenty Ranges Arts and Convention Centre for the purposes of completing any such report.
- g. You must observe and comply with all laws and regulatory requirements applicable to the Event and your use of the Location, including ensuring that all laws and other requirements relating to occupational health and safety are complied with in respect of all of your Guests, including where such laws or requirements are imposed upon, or apply to, Plenty Ranges Arts and Convention Centre.
- h. Plenty Ranges Arts and Convention Centre reserves the right not to admit latecomers to the Event until there arises a suitable break in the Event, the timing of which will to be determined in consultation with you.
- i. Where Plenty Ranges Arts and Convention Centre deem the requirement for use of a security guard(s), the venue will arrange, unless prior approval by manager is granted. All costs of required security will be the sole responsibility of the hirer.
- j. Stage door. All performers, musicians, backstage crew and other associated personnel are required to enter and exit the building by the stage door only. Entry to Plenty Ranges Arts and Convention Centre via the foyer by performers, musicians or crew during a performance run will not be permitted. If this condition is not adhered to at all times including rehearsal periods, Plenty Ranges Arts and Convention Centre management may employ additional staff at the Hirers expense to secure the front of house. The Hirer must provide a list of authorised persons requiring backstage access to the Plenty Ranges Arts and Convention Centre management/Front of House Manager. The Hirer will ensure such people will carry appropriate ID.

12. End of Booking Period

- a. You must vacate the Location by the end of the Booking Period.
- b. At the end of the Booking Period, you must:
 - i. leave the Location in a clean and tidy condition;
 - ii. pay for any damage to the Location, Venue or any facilities or equipment that happened during the Booking Period;
 - iii. remove everything that you or your Guests have brought into the Venue during the Booking Period or in connection with this Agreement;
 - iv. leave clean any conveniences, appurtenances, fixtures, fittings, equipment or other things in or on the Venue that have been used during the Booking Period, and put them back where they were at the start of the Booking Period; and
 - v. otherwise, give the Location back to Plenty Ranges Arts and Convention Centre in the same condition as the Location was in at the start of the Booking Period.
- c. You agree to reimburse Plenty Ranges Arts and Convention Centre for any cleaning or other costs Plenty Ranges Arts and Convention Centre incurs as a consequence of any breach by you of clause 12(b) above.
- d. Without limiting your obligations to remove property from the Venue in accordance with clause 12(b), you agree that if you leave any property at the Venue after the end of the Booking Period ("abandoned property"), Plenty Ranges Arts and Convention Centre will be entitled, at its option and without further notice to you, to deal with abandoned property in any way it deems appropriate. If Plenty Ranges Arts and Convention Centre chooses to remove and dispose of such abandoned property, Plenty Ranges Arts and Convention Centre may recover the costs of such removal and disposal as a liquidated debt payable by you on demand. Plenty Ranges Arts and Convention Centre shall not be liable to you for any loss or damage resulting from the disposal of abandoned property and you must indemnify Plenty Ranges Arts and Convention Centre in respect of any and all claims, liabilities, losses, costs or expenses arising out of the Plenty Ranges Arts and Convention Centre's disposal of, or other dealing with, the abandoned property. The parties intend that this clause shall apply to abandoned property in place of any legislation that might otherwise apply to good remaining on premises.
- e. You must provide any information requested by Plenty Ranges Arts and Convention Centre relating to the event, including any information required to determine the amount of any Fees & Charges.

13. Liability

- a. You use the Location and invite your Guests and other people to the Location, at your own risk.
- b. You agree that, except in the event of negligence by Plenty Ranges Arts and Convention Centre, its staff or agents, Plenty Ranges Arts and Convention Centre is not liable for, you release and discharge Plenty Ranges Arts and Convention Centre in respect of and you indemnify Plenty Ranges Arts and Convention Centre against, any costs, expenses, action, demand, obligation, damage, penalty or other liability of any kind (whether suffered by or against you, Plenty Ranges Arts and Convention Centre or someone else) arising directly or indirectly in respect of any of the following:
 - i. your Event;
 - ii. your acts, omissions and conduct;
 - iii. your use of, or presence at, the Location;
 - iv. any act, omission, conduct or occurrence for which you are responsible under this Agreement;
 - v. a fault, defect, misuse or failure of any equipment, machinery, conveniences, appurtenances, fittings, or other things brought by you or your Guests to the Venue;
 - vi. a cancellation or postponement of the Event or part of the Event; or
 - vii. any loss of property or personal injury suffered by any of your Guests.

14. Insurance

- a. You must affect and hold public liability insurance indemnifying you and Plenty Ranges Arts and Convention Centre for a minimum of \$10 million dollars. This is not required where the function is a private function.
 - i. for any legal liability with respect to personal injury or property damage arising directly or indirectly from the use of the Venue by you and/or your Guests; and
 - ii. for not less than the Public Liability Insurance Amount per occurrence during the Booking Period (or while you or your Guests are at the Venue, if outside the Booking Period).
- b. You must also affect and hold any workers' compensation insurance required by law for any person employed or engaged or to be employed or engaged by you during the Booking Period and the period of any licence for getting the Location ready for use during the Booking Period under this Agreement or otherwise in respect of the Event.
- c. You must also affect and hold insurance covering you for loss or damage to any property which you bring into the Venue.
- d. The insurances required by clauses 14(a), 14(b) and 14(c) above must be on terms satisfactory to Plenty Ranges Arts and Convention Centre.
- e. You must give Plenty Ranges Arts and Convention Centre evidence satisfactory to Plenty Ranges Arts and Convention Centre that you hold the insurances required by clauses 14(a), 14(b) and 14(c) above:
 - i. by the Event Information Due Date specified in the Agreement Details; and
 - ii. at any other time, Plenty Ranges Arts and Convention Centre asks.

15. Authorised Representation

- a. For the purpose of this Agreement any action, approval, consent or discretion required to be taken or given by or on behalf of Plenty Ranges Arts and Convention Centre will be sufficiently taken or given if taken or given by Plenty Ranges Arts and Convention Centre's Authorised Representative.
- b. For the purpose of this Agreement any action, approval, consent or discretion required to be taken or given by or on your behalf will be sufficiently taken or given if taken or given by the Customer's Authorised Representative.
- c. Without prejudice to any other means of giving notice, any notice given under this Agreement shall be sufficiently given:
 - i. to you if addressed to you or the Customer's Authorised Representative and served personally on you or the Customer's Authorised Representative or if forwarded by prepaid post or email in accordance with the Agreement Details; and
 - ii. to Plenty Ranges Arts and Convention Centre if addressed to Plenty Ranges Arts and Convention Centre or Plenty Ranges Arts and Convention Centre's Authorised Representative and served personally on Plenty Ranges Arts and Convention Centre or Plenty Ranges Arts and Convention Centre's Authorised Representative or if forwarded by prepaid post or email in accordance with the Agreement Details.

16. Non-continuous Booking Period

- a. If the Booking Period is or includes two or more non-continuous periods, this Agreement applies separately in relation to each of those periods as if they were separate Booking Periods. This means, for example, that clause 12 applies at the end of each of those periods (not just the last one).

17. Cancellation of this Agreement

- a. If you wish to cancel the event once the Booking Agreement has been signed, do not hold the Event or do not use the Booked Location for any or all the Booking Period, you must still make the payments that this Agreement requires you to make as per the below:
- If you cancel from the date of which the contract is returned and deposit paid, until up to 60 days prior to the event start date, you will be required to pay 50% of the proposed event costs.
 - If you cancel less than 60 days prior to the event start date, you will be required to pay 100% of the proposed event costs, including but not limited to room hire charges, catering charges, equipment costs and any and all staff costs.
 - All deposits are non-refundable and non-transferable.
 - The above terms in 17.1.i and 17.a.ii will apply to events wishing to reduce numbers from the original contracted numbers on the booking Agreement.
- b. The following table explains when Plenty Ranges Arts and Convention Centre may cancel this Agreement and the consequences of cancellation.

How this Agreement may be cancelled	Consequences of cancellation
By Plenty Ranges Arts and Convention Centre giving notice, even after the Event Information Deadline or during the Booking Period, due to any of the following: <ul style="list-style-type: none">the Location or Venue being resumed, requisitioned or required for a public purpose;the Location or Venue being damaged or destroyed so that Plenty Ranges Arts and Convention Centre considers the Location or Venue unsuitable for use under this Agreement;the occurrence of a Force Majeure Event; oran emergency, danger of damage to people or property or other act or event outside Plenty Ranges Arts and Convention Centre's direct control as a result of which Plenty Ranges Arts and Convention Centre considers the Location or Venue should not be used under this Agreement.Emergency Relief Centre (ERC) under the Council's Emergency Management Plan	You are entitled to a refund of money you have paid as part of the Booking Agreement, except for the deposit.

- c. Except as provided in clause 17(b), you agree that you will not be entitled to, and shall not make any claim for, damages or other compensation arising out of the cancellation of this Agreement in accordance with clause 17(b).

18. Privacy

- a. Plenty Ranges Arts and Convention Centre may collect your personal information so that we can administer your request to book the Location at the Venue for your event. We will not disclose your personal information to any other person unless we are required to by law or if you have given your consent.
- b. By completing and signing this form and returning it to Plenty Ranges Arts and Convention Centre, you give us your consent to manage your personal information in the manner described in Plenty Ranges Arts and Convention Centre's Privacy Statement and in this Agreement.

- c. Plenty Ranges Arts and Convention Centre respects the privacy of all customer and business contacts and is committed to compliance with the Australian Privacy Principles (APPs) in the Privacy Act 1988 (Cth) and the Information Privacy Principles (IPPs) in the Information Privacy Act 2000 (Vic) (to the extent that each apply to Plenty Ranges Arts and Convention Centre).
- d. When collecting personal information from third parties, Plenty Ranges Arts and Convention Centre may provide the third parties with the choice to 'opt-in' to having their personal information shared with you.
- e. Plenty Ranges Arts and Convention Centre will not provide a third party's personal information to you if the third party has consented to the data being shared, and on condition that you undertake to comply with the IPPs. In that case:
 - i. the third party's personal information may only be used for the purpose for which the personal information was disclosed to you by Plenty Ranges Arts and Convention Centre, and for which the third party has provided their consent;
 - ii. you will not disclose the personal information to anyone unless Plenty Ranges Arts and Convention Centre has provided express consent for such disclosure to occur;
 - iii. Plenty Ranges Arts and Convention Centre will not provide such consent when the third party has provided such consent to Plenty Ranges Arts and Convention Centre; and
 - iv. you will include a prominent 'opt-out' option on any promotional material sent to third parties obtained through personal information provided by Plenty Ranges Arts and Convention Centre. This applies to promotional material in any form, or any other material, whether through traditional print media or through electronic communication, or through any other means.

19. Special Conditions

- a. If any special conditions are set out in the Agreement Details, those special conditions are incorporated into this Agreement and the parties must comply with each such special condition. To the extent of any inconsistency between these Terms and Conditions and any special condition, the special condition shall prevail.

20. General

- a. This Agreement does not create a relationship of employment, agency or partnership between the parties.
- b. You must not assign, transfer or sub-contract any of your rights or obligations under this Agreement without the prior written consent of Plenty Ranges Arts and Convention Centre (which Plenty Ranges Arts and Convention Centre may withhold in its absolute discretion or grant subject to any conditions it deems appropriate).
- c. This Agreement may only be altered or modified in writing signed by both parties.
- d. The hirer may not sublease any area or room within the hired area.

21. GST

- a. For the purpose of this clause 21:
 - i. "GST" means GST within the meaning of the GST Act;
 - ii. "GST Act" means A New Tax System (Goods and Services Tax) Act 1999 (Cth); and
 - iii. Expressions set out in italics in this clause 21 bear the same meaning as those expressions in the GST Act.
- b. To the extent that a party makes a taxable supply in connection with this Agreement, except where express provision is made to the contrary, and subject to this clause, the consideration payable by a party under this Agreement represents the value of the taxable supply for which payment is to be made.
- c. Subject to the delivery of a tax invoice, if a party makes a taxable supply in connection with this Agreement for a consideration which, under clause 21(b) represents its value, then the party liable to pay for the taxable supply must also pay, at the same time and in the same manner, the amount of any GST payable in respect of the taxable supply.

- d. A party's right to payment under clause 21(c) is subject to a valid tax invoice being delivered to the recipient of the taxable supply.
- e. This clause 21 will survive termination of this Agreement and will continue to bind the parties notwithstanding any such termination.

22. Definitions

- a. Additional Services means goods or services provided by Plenty Ranges Arts and Convention Centre to the Customer and/or used by the Customer for which no fee, charge or method of calculation of a fee or charge is set out in Plenty Ranges Arts and Convention Centre's Schedule of Fees and Charges as in effect from time to time.
- b. Agreement means the Agreement Details and the Terms and Conditions.
- c. Agreement Details means the details set out under the heading Agreement Details in this Agreement.
- d. Booking Period means the booking period specified in the Agreement Details.
- e. Caterer means the person or entity appointed and approved by Plenty Ranges Arts and Convention Centre to provide catering services at the Venue (or if there is no such person or entity, means Plenty Ranges Arts and Convention Centre itself) and also includes any person who holds a liquor licence for the Venue (which may be Plenty Ranges Arts and Convention Centre itself).
- f. Catered Event means an Event at which you intend for you or your Guests to:
- i. supply or be supplied with wine, spirits, alcoholic or non-alcoholic drinks, refreshments, food, confectionery or other articles or services (excluding programs and Event merchandise) at or from the venue; and/or
 - ii. bring any such items into the Venue.
- g. Catering Fee means:
- i. the sum charged by the Caterer to you or to Plenty Ranges Arts and Convention Centre for the supply of all catering goods and services ordered by you or provided to you for the Event; less
 - ii. the Catering Prepayment you have paid.
- h. Catering Prepayment means the greater of the following:
- i. the Catering Fee;
 - ii. the Caterer's estimate of the Catering Fee; or
 - iii. Plenty Ranges Arts and Convention Centre's estimate of the Catering Fee.
- i. Catering Requirements means confirmation of the number of serves and type of catering required.
- j. Customer means the customer specified in the Agreement Details.
- k. Customer's Authorised Agent means the customer's authorised agent specified in the Agreement Details.
- l. Event Information means the information referred to in the Agreement Details and any additional information sought in any questionnaire, form or other request by Plenty Ranges Arts and Convention Centre in respect of the Event including but not limited to the setup, catering and ticketing requirements for the Event.
- m. Event Prepayment means the amount shown in the Agreement Details if it is indicated there that an Event Prepayment is payable. (Any Event Prepayment paid is credited against the final account.)
- n. Event means the event specified in the Agreement Details.
- o. Fees & Charges means the aggregate of the amounts chargeable under the Schedule of Fees and Charges determined by Plenty Ranges Arts and Convention Centre as in effect from time to time, for the hire or use of the Location and the other services and facilities that you or your Guests use or which are provided at your or your Guests' request. A copy of the current Schedule of Fees and Charges is attached to this Agreement for guidance purposes only and may be varied by Plenty Ranges Arts and Convention Centre from time to time in its sole and absolute discretion.

- p. Force Majeure Event means anything outside Plenty Ranges Arts and Convention Centre's reasonable control including, but not limited to, fire, storm, flood, earthquake, explosion, war, invasion, rebellion, sabotage, epidemic, act of god, labour dispute, labour shortage, failure or delay in transportation or act or omission (including laws, regulations, disapprovals or failures to approve) of any third person (including, but not limited to, subcontractors, customers, governments or governmental agencies) which renders Plenty Ranges Arts and Convention Centre incapable of complying with any requirement of this Agreement.
- q. Guests (including "your Guests") means Event ticketholders, Event attendees, your members, officials, staff, volunteers, contractors, guests, invitees, visitors and other persons you allow or invite into the Location whether expressly or impliedly.
- r. Location means the part of the Venue specified in the Agreement Details.
- s. Plenty Ranges Arts and Convention Centre's Authorised Agent means the Plenty Ranges Arts and Convention Centre's Authorised Agent specified in the Agreement Details.
- t. Public Liability Insurance Amount means the public liability insurance amount specified in the Agreement Details.
- u. Venue means the Plenty Ranges Arts and Convention Centre facility, or premises specified in the Agreement Details.
- v. we/us means Plenty Ranges Arts and Convention Centre.
- w. you/your means the hirer.

23. Interpretation

- a. In this Agreement, unless the context requires otherwise: (i) the singular includes the plural and vice versa; (ii) where a word or phrase is defined, its other grammatical forms have a corresponding meaning; (iii) a reference to this Agreement includes any schedules or annexures; (iv) "include", "includes" and "including" are not words of limitation; (v) words and expressions denoting natural persons include bodies corporate, partnerships, associations, governments and governmental authorities and agencies and vice versa; and (vi) a reference to any legislation, statutory instrument or regulation shall be a reference to such legislation, statutory instrument or regulation as amended or replaced from time to time and must be construed in accordance with the Acts Interpretation Act 1901 (Cth) (or the equivalent State legislation, as applicable).