

Hiring Agreement – Part B

Terms and Conditions

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions applying to Part A and Part B

The following definitions apply to Parts A and B of this Hiring Agreement:

'Authorised Onsellers' means any person that the Manager has, in its absolute discretion authorised on an event by event or other basis to sell Tickets or value added services in packages that include Tickets to Events at the Event Facilities that have been approved by the Manager, whether such Tickets are to be sold at a premium or discount to the Ticket price.

'Authorised Resellers' means any person that the Manager has, in its absolute discretion, authorised on an event by event or other basis to sell Tickets or value added services in packages that include Tickets to Events at the Event Facilities that have been approved by the Manager, where such Tickets or packages have previously been sold to a third party that wishes to resell the Tickets or packages, and whether such Tickets are to be sold at a premium or discount to the Ticket price, but subject to any relevant legislation governing the re-sale price of Tickets.

'Bookings Holding Account' means an account under the control of the Manager with a financial institution selected by the Manager for the purposes of Item 14 of the Ticketing Schedule.

'Box Office' means the outlets at which Tickets are to be available for distribution under Item 1 of the Ticketing Schedule.

'Box Office Statement' has the meaning given in clause 4.3.

'Business Day' means Monday to Friday from 8.30am to 5.30pm excluding public holidays in Christchurch.

'Cancellation Notice' has the meaning given to it by clause 12.1.

'Centre' means Te Pae Christchurch being the Christchurch Convention and Exhibition Centre and any associated facilities, areas and equipment.

'Client' means the person hiring the Event Facilities, as more particularly detailed in Part A of the Hiring Agreement.

'Contra' means goods or services or other non-monetary benefits provided to or on account of or at the direction of the Client or any of the Client's suppliers or sponsors for or in any way connected with the Event or otherwise under this Hiring Agreement.

'Deposit' has the meaning given to it in Part A and includes any additional amount payable under clause 4.1.2.

'Event' means the event to be held within the Event Facilities, at the Centre, during the Hiring Period as detailed in Part A of the Hiring Agreement. Events may include a concert, performance, staging, conference, banquet, function, meeting or public event.

'Event Costs' has the meaning given in clause 4.1.3

'Event Facilities' means that specific part or those specific parts of the Centre that is/are being hired by the Client as detailed in Part A of the Hiring Agreement.

'Event Fittings' includes the structures to be erected, the products displayed, equipment and any other thing intended to be used in the Centre by the Client which does not form part of the Centre.

'Force Majeure' has the same meaning given to it at clause 16.2.

'Gross Box Office Proceeds' means the Gross Box Office Receipts less the total of any fees or charges made in respect of the distribution of Tickets by the Box Office included in the Gross Box Office Receipts (including all Box Office fees, booking fees, credit card fees, electronic funds transfer fees, telephone booking fees, electronic booking fees and any other similar fees).

'Gross Box Office Receipts' means gross receipts from the sale of Tickets for an Event including any price loading and other fees or charges in connection with the sale of Tickets by or on behalf of Authorised Onsellors or Authorised Resellers and any fees or charges made in respect of the distribution of Tickets by the Box Office (including all Box Office fees, booking fees, credit card fees, electronic funds transfer fees, telephone booking fees, electronic booking fees and any other similar fees) but excluding any amounts charged by the Manager or its ticketing agent under Item 1(c) of the Ticketing Schedule.

'Group Booking' means the purchase in one transaction of a number of Tickets for an Event or series of Events where the Client offers some benefit for a minimum quantity purchase and the Manager has determined to use its Group Booking Service for that Event or series of Events.

'Group Booking Service' means the marketing, database management and ticket processing service which operates to deal with multiple bookings.

'GST' has the same meaning as in the GST Act.

'GST Act' means the Goods and Services Tax Act 1985.

'Hiring Agreement' means the hiring agreement for events held at the Centre which is comprised of Part A (including Schedules) and Part B. These terms and conditions form Part B of the Hiring Agreement.

'Hiring Fees' means the hiring charge payable by the Client as detailed in Part A of the Hiring Agreement.

'Hiring Period' means the period in which the Client will use the Event Facilities as detailed in Part A of the Hiring Agreement.

'HSW Act' means the Health and Safety at Work Act 2015.

'Indirect Loss' means any loss, cost, damage or expense which is indirect, and any loss of profits, revenue, income, business, business opportunity, contract, reputation, goodwill or any direct or indirect financing costs or penalties or damages payable.

'Input Tax Credit' means a credit for input tax or other deduction from output tax under the GST Act.

'Manager' means ASM Global (NZ) Limited, the manager and operator of the Centre.

'Non-excludable Condition' has the meaning given to that term in clause 5.11(e).

'OneMusic' means OneMusic NZ the joint licencing organisation of APRA AMCOS and Recorded Music NZ.

'Owner' means Rau Paenga Limited, a Crown entity company for the purposes of the Crown Entities Act 2004, or any person that subsequently becomes the owner of the Centre.

'Patrons' means all persons who attend or enter any part of the Centre for the purpose of viewing

or participating in the Event, other than the Client's Representatives.

'**PCBU**' means a person conducting a business or undertaking and has the same meaning as in the HSW Act.

'**Presale**' means the release of Tickets for sale to any purchaser, including through a closed marketing group or groups or fan clubs, for a predetermined period of time prior to the release of Tickets for sale to the general public, as approved by the Manager.

'**Representative**' means, in relation to a person named in this Hiring Agreement, the employees, officers, servants, agents, volunteers, performers, managers, support crew, invitees, licensees, exhibitors, contractors and sub-contractors of that person and any person working under the direction or control of the first person.

'**Schedules**' means the schedules appended to Part A of the Hiring Agreement, which include:

- (a) Schedule 1: Payment Schedule;
- (b) Schedule 2: Event Facilities Inclusions Schedule;
- (c) Schedule 3: Retained Tickets;
- (d) Schedule 4: Technical Questionnaire;

'**Taxable Supply**' has the same meaning as in the GST Act.

'**Tax Invoice**' has the same meaning as in the GST Act and includes credit notes and debit notes.

'**Ticket**' means an instrument of admission or entry to the Centre for the purpose of viewing or participating in or otherwise in connection with an Event (as may be appropriate having regard to the nature of the Event) in any form.

'**Ticketed Event**' means Events where tickets are available for public sale and are controlled by the Manager or a third party ticketing provider nominated by the Manager. Such Events have the Event type classification set out in Part A of the Hiring Agreement.

'**Ticketing**' means all operational matters associated with the allocation, sale, distribution and issue of Tickets for an Event.

'**Ticketing and Sponsor Disclosures**' has the meaning in clause 21.2.

'**Ticketing Schedule**' means the Schedule to this Hiring Agreement containing the terms of the Ticketing services provided by the Manager under this Hiring Agreement.

'**Tour NRS**' means the sponsor (if any) who has been granted the naming rights for the Event or associated tour by either the artist (or its management) or the Client, where those naming rights include the right for that sponsor to associate its name with presentation of the Event (e.g. "Tour NRS presents [artist]") by displaying the sponsor's name and brand on Event and tour related promotional material including the following promotional materials:

- (a) Tickets and Ticketing related communications (to the extent practicable); and
- (b) tour posters, signage, websites, social media sites and other promotional material.

1.2 Interpretation

In this Hiring Agreement, unless the context otherwise requires:

- (a) headings and bold type are for convenience only and do not affect the interpretation of this Hiring Agreement;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;

- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any governmental agency;
- (e) a reference to any 'thing' includes a part of that 'thing';
- (f) a reference to '\$' or 'dollars' is a reference to the lawful currency of New Zealand, and all monetary amounts within the Hiring Agreement shall be deemed to be New Zealand dollars unless expressly stated otherwise;
- (g) a reference to a part, clause, party, annexure, attachment or schedule is a reference to a part and clause of, and a party, annexure, attachment and schedule to, this Hiring Agreement;
- (h) where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the preceding Business Day;
- (i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (j) a reference to a body created under a statute, including a statutory authority, corporation sole or a body corporate, includes a reference to any body, governmental agency, authority, office holder or department which is the successor to that body in respect of any rights, powers or obligations exercisable in association with this Hiring Agreement;
- (k) 'includes' means includes without limitation and 'include' and 'including' have corresponding meanings;
- (l) a reference to a time or date in connection with the performance of an obligation by a party is a reference to the time and date in Christchurch, New Zealand even if the obligation is to be performed elsewhere;
- (m) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes and assigns; and
- (n) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Hiring Agreement.

2. THE HIRING AGREEMENT

2.1 Terms and Conditions

This document is the Manager's terms and conditions for events held at the Centre and forms Part B of the Hiring Agreement.

2.2 Entering into the Hiring Agreement

Once the proposed terms have been agreed by the Manager, the Client must sign Part A of this Hiring Agreement (which will document such agreed terms) and return it to the Manager by any method referred to at clause 18.2.2, for countersignature by the Manager.

By signing Part A of the Hiring Agreement, the Client agrees to and will be bound by both Part A (including the Schedules) and Part B (terms and conditions) of the Hiring Agreement upon acceptance by the Manager in accordance with this clause. The Hiring Agreement will be made at the time when the Manager countersigns the Hiring Agreement and the Manager receives the Deposit (if any) by way of cleared funds.

The Client acknowledges that:

- (a) the Manager has entered into this Hiring Agreement as the agent of the Owner and not in its own capacity and the obligations of the Manager under this Hiring Agreement are to be construed accordingly; and
- (b) in its capacity as agent of the Owner, the Manager may enforce the rights expressed to be conferred on the Owner and/or the Manager under this Hiring Agreement (and for the avoidance of any doubt such rights are enforceable by the Owner directly) for the purposes of Subpart 1 (Contracts Privity) of Part 2 of the Contract and Commercial Law Act 2017.

2.3 Changing the Hiring Agreement

This Hiring Agreement can only be changed by written agreement between the Manager and the Client.

Changes to this Hiring Agreement will not take effect until the Manager accepts the changes, issues a signed variation to this Hiring Agreement which sets out details of the change (signed by both parties) and gives a copy of the variation to the Client.

2.4 Inconsistency with Part A

If there is an inconsistency between any provision in Part B (terms and conditions) of the Hiring Agreement and any provision in Part A (including the Schedules), the provision in Part A prevails to the extent of the inconsistency.

2.5 Approvals

Where this Hiring Agreement requires that a party (**first party**) obtain an approval, consent, authorisation or any other form of agreement (**approval**) from the other party, unless otherwise provided, the other party may give or withhold that approval in its absolute discretion or give an approval subject to such conditions (including the payment of further or other fees) as it sees fit. Any approval which is given by the other party must be in writing unless otherwise specified in this Hiring Agreement. If this Hiring Agreement provides that an approval is not to be unreasonably withheld, the other party is entitled to take into account its liabilities and obligations under any binding agreements (including, in the case of the Manager, its management agreement in respect of the Centre) at general law or otherwise.

2.6 Manager's nominee

The Manager may appoint a nominee to act for it under this Hiring Agreement. Any approval, determination, notice, consent or other right to be given, made or exercised by the Manager under this Hiring Agreement may be given, made or exercised by the Manager's nominee. The Client may rely on any act done by the Manager's nominee in exercise of a power or right under this Hiring Agreement (other than any matters which relate to a variation of this Hiring Agreement) as binding on the Manager.

2.7 Client's nominee

The Client appoints as its nominee the person nominated in Part A of this Hiring Agreement. The Client may also appoint two alternates to the nominee and, if it does so, must notify the Manager of the appointments immediately. The Client's nominee or one of the alternates must be present in the Event Facilities or available at all times during the Hiring Period. The Manager may rely on any act done by the Client's nominee or an alternate in exercise of a power or right under this Hiring Agreement (other than any matter which relates to a variation of this Hiring Agreement) as binding on the Client.

2.8 Client's obligations extend to Client's Representatives

An obligation on the Client relating to the conduct of Events under this Hiring Agreement includes an obligation to procure that each of the Client's Representatives do not do or omit to do any act or thing which would cause the Client to breach its obligations. The Client must ensure that its Representatives are made aware of the relevant Client's obligations.

3. FINALISING EVENT DETAILS

3.1 Notices

The Client and the Manager must regularly liaise with each other in relation to the Event.

4. PAYMENTS BY THE CLIENT

4.1 Hiring Fees and other charges

The fees that are payable from the Client to the Manager are as follows:

4.1.1 Hiring Fee and Deposit

- (a) The Deposit is payable in accordance with Schedule 1 of Part A of the Hiring Agreement as security for the due observance and performance by the Client of the terms of this Hiring Agreement. The Deposit paid is non-refundable unless clause 4.6 applies. The Manager may waive the payment of a Deposit
- (b) The Hiring Fee (less the Deposit, as applicable) is payable in accordance with Schedule 1 of Part A of the Hiring Agreement.

4.1.2 Additional Deposit

If, in the reasonable opinion of the Manager:

- (a) the estimated Gross Box Office Proceeds for an Event do not exceed the Hiring Fee;
- (b) the Client may not be in a position to pay the Manager the Hiring Fee by the due date for any reason;
- (c) an Event may not proceed on the dates nominated in this Hiring Agreement;
- (d) circumstances may arise which require a refund to Patrons of monies paid for a Ticket or Tickets; or
- (e) the Client may not discharge its obligations to the Manager under this Hiring Agreement, the Manager may require the Client to deposit with the Manager a further amount, as determined by the Manager, as an additional Deposit.

4.1.3 Additional Hiring Fees for Event Costs

The Client must pay to the Manager by way of additional Hiring Fees the amounts set out in Schedule 1 to Part A of the Hiring Agreement (if any) and clause 6.6 (**Event Costs**).

4.1.4 Percentage Hiring Fee

Where the Hiring Fee is expressed to be a percentage of Gross Box Office Proceeds (the **Hiring Fee Percentage**), the amount attributable to each Ticket sale (being an amount equal to the Gross Box Office Proceeds for that Ticket sale multiplied by the Hiring Fee Percentage) accrues and becomes payable to the Manager in accordance with this Hiring Agreement as each Ticket is sold.

4.1.5 Legal costs

The Client must pay all outside legal costs (on a solicitor client basis) and consultant fees incurred by the Manager in respect of this Hiring Agreement, including any cost incurred in connection with:

- (a) any request by the Client for a variation from the terms of this Hiring Agreement and the preparation of any actual variation;
- (b) any claim or action against the Client or in giving notices to the Client or enforcing any terms of this Hiring Agreement;
- (c) any breach by the Client of this Hiring Agreement; and
- (d) the performance or observance by the Client of any of the terms of this Hiring Agreement.

4.1.6 Credit card processing fee

A fee for credit card payments will be calculated at the amount charged by the relevant credit card merchant to the Manager. Only one credit card payment per invoice will be accepted.

4.1.7 Public holiday surcharge

A public holiday surcharge will apply to all food and beverage (except public catering), audio visual and other labour related costs, unless otherwise confirmed by the Manager in writing. No surcharge will apply to room rental.

4.2 Client to satisfy itself as to charges

The Client warrants that before entering into this Hiring Agreement the Client has satisfied itself as to all charges which the Manager is entitled to make under this Hiring Agreement. The Manager will, at any reasonable time upon request, inform the Client of its standard hiring policies and estimated associated charges.

4.3 Box Office Statement

Before the conclusion of each Event, the Manager must give to the Client a provisional statement showing Gross Box Office Proceeds and the application of those proceeds in accordance with Item 17 of the Ticketing Schedule (**Box Office Statement**).

4.4 Client charges right to Deposit

The Client grants a security interest in all its right, title and interest in respect of the Deposit in favour of the Manager as security for all of the Client's obligations to the Manager under this Hiring Agreement.

4.5 Manager to set-off Deposit

The Client authorises the Manager, at any time and from time to time, to deduct from, set-off from and retain out of the Deposit such amounts as the Manager determines are due and owing by the Client under this Hiring Agreement. The Manager must apply or set off any deductions towards or against unpaid Hiring Fees or damages for breach of this Hiring Agreement.

4.6 Manager to repay Deposit

If the Client has complied in all respects with the terms and conditions of this Hiring Agreement and has discharged in full the whole of its liability to the Manager and/or Owner under this Hiring Agreement, the Manager will, within 30 days after the completion of the Hiring Period, repay to the Client the Deposit less any deductions made under clause 4.5.

5. INSURANCE, INDEMNITY AND RELEASE

5.1 Insurance Requirements

Unless otherwise notified by the Manager in writing, the Client must effect and maintain the following insurances for the Event with a reputable insurer and on terms acceptable to the Manager as follows:

5.1.1 Public and Products Liability insurance

The Client must effect and maintain a policy of Public and Products Liability insurance which:

- (a) insures against all risks of physical loss or damage to property of every kind and description owned by the Manager or the Owner or for which they may be responsible, or owned by any third party, where the occurrence happens during the Hiring Period or any other period in which the Manager agrees to grant the Client (or its Representatives) access to the Event Facilities, as permitted by clause 6.1;
- (b) insures against all risks of personal injury or property damage to any person at, in or upon the Event, the Event Facilities or the Centre (including any photographers or camera operators engaged or permitted by the Client to take any photograph or film, video, sound, television or other digital or electronic recording or transmission at the Centre or of an Event at the Centre), where the occurrence happens during the Hiring Period or any other period in which the Manager agrees to grant the Client (or its Representatives) access to the Event Facilities, as permitted by clause 6.1; and
- (c) is for a limit of liability, for Public Liability insurance, of \$10,000,000 for any one occurrence, and for Products Liability insurance, of \$10,000,000 in the aggregate.

5.1.2 Motor vehicle third party insurance

Motor vehicle third party liability insurance covering legal liability against property damage caused by motor vehicles used in connection with preparations for or conducting the Event for an amount of not less than \$10,000,000 for any one occurrence and unlimited in aggregate.

5.1.3 Any other insurance required

The Client must effect and maintain any other insurance as detailed in Part A or that the Client is required to effect by law.

5.2 Insured under the Client's policies

To the extent that the Client's insurer agrees without requiring a change to the policy conditions which is adverse to the Client, the policy effected under clause 5.1.1 must note the Manager and Owner as an additional insured but only in respect of the activities of the Client under this Hiring Agreement. In that case, the policy must also include a cross liability clause under which the insurer accepts that the insured under the policy includes each of the persons comprising the insured as if a separate policy of insurance had been issued to each of them.

5.3 Insurance for Client's Representatives

If the Client's policy does not provide cover for the activities of the Client's Representatives or all of the Event activities, the Client must supply separate evidence of insurance for each Representative and/or activity which complies with the requirements of clause 5.1.

5.4 Certificates of Currency

If requested by the Manager, the Client must provide the Manager with certificates of currency in respect of the insurance required by clause 5.1 to be effected by the Client:

- (a) at least 15 Business Days before the start of the Hiring Period; or
- (b) within a reasonable time following a request by the Manager for the Client to do so, whichever is later.

The certificate of currency must be issued by the insurer, not the broker, and must confirm details of the Client's policies such as the insured's name, business description, policy limit and excess.

5.5 No limitation on liability

- (a) The requirement for the Client to effect and maintain insurance will not limit the liabilities or obligations of the Client under any other provision of this Hiring Agreement.
- (b) Nothing in clause 5.1 requires the Manager to apply for insurance on the Client's behalf.

5.6 Insurance - GST

Despite any other provision of this Hiring Agreement, insurance that the Client must keep current under this Hiring Agreement must provide the Client with full indemnity (without deduction for GST or Input Tax Credits) in respect of the Client's obligations under this Hiring Agreement and the Client must take all reasonable steps to ensure that full indemnity is achieved in respect of the Client's obligations under this Hiring Agreement.

5.7 Client to preserve insurance

The Client must not do or allow to be done anything in the Centre which places at risk any policy of insurance for the Owner, the Manager, the Centre and/or its facilities or equipment or which causes or may cause the rate of premium on such a policy to be increased. The Client must pay to the Manager or the Owner on demand the amount of any such increase in premium.

5.8 Indemnity

5.8.1 Client obligations

The Client indemnifies the Manager and the Owner, and their respective Representatives from and against any and all loss, costs (including legal fees on a solicitor/client basis), expenses, liability, claim or damage whether direct loss or indirect loss (including loss of profits, damage to reputation and/or legal fees), which they may suffer or incur and for all monies which they may become liable to pay to any person, arising out of:

- (a) any breach by the Client or the Client's Representative of the Client's obligations under this Hiring Agreement;
- (b) any act, default or omission on the part of the Manager's Representatives when acting under the direction, order or control of the Client or the Client's Representatives;
- (c) the Client failing to proceed with the Event or any part of it;
- (d) the Client failing to comply with a request or direction made or given by the Manager under this Hiring Agreement;
- (e) the Client's (or its Representatives' or Patrons') use of the Event or the Event Facilities and the Centre during the Hiring Period (or any other period in which the Manager agrees to grant the Client (or its Representatives or Patrons) access to the Event Facilities, as permitted by clause 6.1);
- (f) claims by any person (including any person who has purchased Tickets) against the Manager, the Owner or and/or their respective Representatives including in respect of personal injury or

- death, or loss of or damage to any property, caused by the Client's (or its Representatives or Patrons) use of the Event Facilities or the Centre;
- (g) any infringement or alleged infringement of intellectual property rights by the Client or a Client's Representative;
 - (h) performance of any work or works at the Event that brings the Manager, the Owner or the Centre into disrepute;
 - (i) any accident, damage or injury to property in the Centre, or to the grounds of the Centre, or to any loss of property from the Centre, including accident, damage or injury to the entrances, lobbies and exits and the curtilage surrounding the Centre, where such accident, damage, injury or loss arose by reason of, or in relation to, or in connection with the use of the Event Facilities or the Centre by the Client, the Client's Representatives or any Patron;
 - (j) any interruption to or adverse effect on any concurrent or future use of the Centre by any other person;
 - (k) the Client's answers to any of the questions contained in the Technical Questionnaire in Schedule 4 not being true and correct in all respects;
 - (l) any failure by the Client to comply with clause 7.4 or any fines, penalty or charge being imposed on the Manager or the Owner as a result, directly or indirectly, of that failure or of any breach by the Client's Representatives of the no smoking policy or any relevant laws related to smoking at the Centre;
 - (m) the exercise of the Manager's powers under clause 8.13;
 - (n) any liability incurred by the Manager or the Owner from any claim against the Manager or the Owner through a failure by the Client to comply with its obligations under clause 8.8 ;
 - (o) any liability incurred by the Manager or the Owner from any claim against the Manager or the Owner by a person inconvenienced through a failure by the Client to comply with its obligations under clauses 6.6 and 6.7;
 - (p) any claims from any person or regulatory authority regarding the publication of any material relating to an Event;
 - (q) the Client failing to complete a contract with a third party; and/or
 - (r) the Client failing to comply with its obligations under all applicable laws relating to occupational or workplace health and safety,

unless such loss, damage or liability is caused by the negligence of the Manager and/or the Owner or their respective Representatives, in which case the Client's liability to indemnify the Manager and/or the Owner will be reduced proportionately to the extent (if any) that the negligence of the Manager or the Owner or their Representatives has caused or contributed to the loss, damage or liability.

5.8.2 Indemnity on trust

The Manager declares that it holds on trust for the Owner and its respective Representatives (**Owner Indemnified Parties**), the benefit of each indemnity and release given by the Client under this Hiring Agreement in favour of an Owner Indemnified Party.

The Client acknowledges the existence of such trusts and consents to the Manager exercising rights in relation to, or otherwise enforcing, such indemnities and releases on behalf of each Owner Indemnified Party and each Owner Indemnified Party exercising rights in relation to, or otherwise

enforcing the indemnities and releases.

5.9 Release

The Client uses and occupies the Centre and Event Facilities at the risk of the Client. The Client releases to the full extent permitted by law the Manager, the Owner and their respective Representatives from any and all liability resulting from:

- (a) any accident, loss, damage or injury to persons or property occurring in the Centre or Event Facilities while occupied or used by the Client under this Hiring Agreement; or
- (b) any loss or damage suffered by any person or persons arising out of the exercise by the Manager of any right or discretion under this Hiring Agreement,

but excluding any loss or damage to the extent caused by negligence or breach of this Hiring Agreement by the Manager.

5.10 Manager not responsible for selection of works

The rights and powers of the Manager and the Owner under this Hiring Agreement do not impose on the Manager or the Owner any responsibility or liability for the selection of the work or works proposed to be performed or being performed at the Event and any grant, withholding or refusal of any permission by the Manager will be construed accordingly. The Client must ensure that no work or works performed at the Event brings the Manager, the Owner or the Centre into disrepute.

5.11 Manager's responsibility

- (a) The Client warrants that in the planning and presentation of the Events, including the selection of the Event Facilities and the Centre as a venue fit for or adequate for the Event, it has not relied on, and will not make any decisions solely relying on, advice or representations from the Manager or the Manager's Representatives.
- (b) The Client has or will fully satisfy itself in relation to all matters regarding the planning and presentation of the Event and the Client is in no respect relieved of any of its obligations to the Manager under this Hiring Agreement by reason only of the fact that advice or representations have been given by the Manager or the Manager's Representatives.
- (c) Except as provided by this clause 5.11, the Manager is not liable to the Client for any loss or damage (including Indirect Loss or damage) howsoever caused, arising wholly or partially from reliance by the Client on any advice or representation from the Manager or the Manager's Representatives.
- (d) The Client acknowledges that where any consent or approval is granted by the Manager or any inspection is performed by the Manager under this Hiring Agreement, the giving of such consent or approval or the making of such inspection does not make the Manager liable to the Client for any loss or damage suffered (including Indirect Loss or damage) by the Client if the Client acts relying on that consent or approval or the making of any such inspection nor shall the granting of any such consent or approval or the making of any such inspection by the Manager release the Client from any of its obligations under this Hiring Agreement.
- (e) The Manager excludes all implied terms, conditions, liabilities and warranties except any implied terms, condition, liability or warranty the exclusion of which would contravene any statute or cause any part of this clause to be void (**'Non-excludable Condition'**).
- (f) The Manager's liability to the Client for breach of this Hiring Agreement or any Non-excludable Condition (other than an implied warranty of title) is limited, at the Manager's option, to refunding the portion of the Hiring Fee for the relevant matter in respect of which the breach occurred or to reperforming the relevant requirement.

- (g) This clause 5.11 does not exclude or limit the application of any provision of any statute where to do so would:
 - (i) contravene that statute; or
 - (ii) cause any part of this clause 5.11 to be void.

5.12 Use of the Manager's employees

The Client is not relieved from any liability, obligation or duty to the Manager under this Hiring Agreement or otherwise by reason only that the liability, obligation or duty arose wholly or partly as a result of the acts or omissions of an employee of the Manager if at the time the employee was acting or performing work on behalf of, for the benefit of or under the direction, control or supervision of the Client.

5.13 Exclusion of liability

Neither the Manager, Owner nor their respective Representatives have any liability (whether in contract, tort (including negligence) or otherwise at law) to the Client or its Representatives, nor is the Client or its Representatives entitled to make any claim, in respect of any Indirect Loss incurred or sustained by the Client or its Representatives.

6. CLIENT ACCESS AT THE CENTRE

6.1 Use of Event Facilities in the Centre

- (a) Subject to this Hiring Agreement, the Client will have:
 - (i) the non-exclusive use of the Event Facilities for the Event during the Hiring Period (it being agreed that the Manager will not hire the Event Facilities to any other party during the Hiring Period); and
 - (ii) non-exclusive access to the other parts of the Centre that the Manager, in its reasonable opinion, considers necessary in connection with the Event.
- (b) The Client's obligations under this Hiring Agreement extend to all areas of the Centre in any way used by the Client for the Event.
- (c) In its absolute discretion the Manager may (upon request by the Client) grant the Client or its Representatives, early or later access to the Event Facilities.
- (d) The Manager and the Client may agree in writing dates and times outside of the Hiring Period and charges for use of the Event Facilities outside of the Hiring Period for rehearsals or for setting up of the Event Facilities for the staging or performance of an Event. Unless otherwise agreed, that use will be on the same terms as this Hiring Agreement. The Client must reimburse the Manager for any additional costs or expenses incurred as a result of that use.
- (e) The Client and its Representatives must not (and must ensure that its Patrons do not) enter or use any other parts of the Centre other than those reasonably required to obtain access to Event Facilities.
- (f) The Client acknowledges that other clients may be conducting events or bumping in or out for events within the Centre at the same time that the Client's Event is being conducted or bumping in or out. Without limiting clause 6.4, the Manager will liaise with the Client and the relevant third-party client to minimise disruption to the Event.

6.2 Manager to make facilities available

The Manager will take all reasonable efforts to make available for the Client's use, the facilities, equipment and services of the Event Facilities required by the Client.

6.3 Manager to allow Client access

The Manager will allow the Client and the Client's Representatives access to those parts of the Centre other than the Event Facilities that are necessarily used in connection with the Event at any time during the continuance of this Hiring Agreement. This access does not include access to:

- (a) those parts of the Centre used by the Manager's administration;
- (b) plant rooms;
- (c) computer control rooms;
- (d) Box Office;
- (e) board room;
- (f) private lounges;
- (g) breakout and function rooms;
- (h) service tunnels;
- (i) the roof of the Centre; or
- (j) any catering or merchandise stores or any other storage areas.

6.4 Use of other facilities in the Centre

The Manager can from time to time notify the Client of schedules for the use and sharing of services and other facilities of the Centre, schedules for access to the Centre, and restrictions on use and access.

The Client must comply with those schedules and restrictions.

6.5 Access to the Event Facilities by the Manager

The Manager and its Representatives will at all times have unrestricted access to all parts of the Centre, including the Event Facilities, for purposes including (but not limited to) safety, security, maintenance, cleaning, food and beverage and audio visual services.

6.6 Leaving the Centre

- (a) The Client must vacate the Event Facilities and the Centre, and remove any item/possession brought into the Centre by the Client or any of its Representatives, before the Hiring Period ends.
- (b) On vacating the Centre, the Client must:
 - (i) leave the Centre and its facilities and equipment in a clean, safe and proper condition to the reasonable satisfaction of the Manager;
 - (ii) restore at its own cost all sound, lighting and staging apparatus to the basic standard arrangement prescribed by the Manager from time to time and to the reasonable satisfaction of the Manager;
 - (iii) if required by the Manager, remove any alterations or additions made to the structure, fittings, facilities or equipment of the Centre and, at its own cost, restore the structure, fittings, facilities or equipment to its original state before the alteration or addition was made; and
 - (iv) comply with its obligations under clause 6.8.

- (c) If it does not comply with clauses 6.6(a) and 6.6(b) the Client must pay to the Manager on demand an amount equal to:
- (i) the storage charges incurred by the Manager or, if the items/possessions are stored by the Manager itself, the normal prevailing market charges payable in respect of that storage;
 - (ii) charges for movement of the items/possessions elsewhere and associated costs of movement or storage, including insurance, incurred by the Manager or, if the Manager moves the items itself, the normal prevailing market charges payable in respect of that movement;
 - (iii) the Manager's staff costs involved in moving and storing the items if not already recovered under paragraphs (i) or (ii);
 - (iv) any other costs reasonably incurred by the Manager in remedying any default by the Client if not already recovered under paragraphs (i), (ii) or (iii); and
 - (v) if:
 - A. in the opinion of the Manager, the items left by the Client cannot practicably be removed or stored; or
 - B. there are defaults which in the opinion of the Manager cannot be practicably remedied by the Manager,an amount equal to the Hiring Fee divided by the number of days or parts of days in the Hiring Period, multiplied by the number of days or parts of days that the failure continues, which the parties agree are proportionate to, and have been calculated so as to protect, the Manager's legitimate commercial interests arising from such a default.
- (d) The Manager has the right to remove any such item/possession from the Centre and arrange for its disposal and charge the Client a reasonable fee for doing so.

6.7 Cards, keys and passes

The Client must make sure that all access cards, keys and passes of any kind relating to the Event Facilities, the Centre or anything in them, which are given to the Client by the Manager, are:

- (a) kept in the custody of the Client or its Representatives authorised by the Manager for that purpose;
- (b) not duplicated; and
- (c) returned to the Manager when the Client vacates the Centre, or at the end of the Hiring Period, whichever is earlier.

The Client must pay the cost of replacement of any access card, key or lock lost or damaged by the Client or its Representatives or Patrons and the cost of replacement of lock barrels for any lock where the key in the possession of the Client is lost or not returned on vacating the Centre, even if that key is later found.

6.8 Damage

- (a) The Client acknowledges and agrees that if the Client, the Client's Representatives, any Patron, or any Representative of the Manager working at the direction or under the control of, the Client or the Client's Representatives cause damage at the Centre or damage occurs at the Centre during an Event or in relation to an Event, the Manager or the Owner will undertake the required repair or reinstatement works at the Client's sole cost. The Client must pay to the

Manager or the Owner on demand an amount equal to the actual costs incurred by the Manager or the Owner to repair or reinstate the damaged area, facilities or equipment to the standard of repair and condition that the area, facilities or equipment were in immediately before the damage occurred. If any equipment is damaged beyond repair the Client must pay to the Manager or the Owner the actual replacement cost of that equipment.

- (b) The Client must report to the Manager any damage or loss to the Centre, its facilities or equipment or any injury whatsoever to any person occurring in or about the Centre in connection with the use of the Event Facilities as soon as the Client becomes aware of it. The Client must deliver a copy of the full details of the occurrence to the Manager as soon as practicable after the occurrence.

7. CONDUCTING THE EVENT

7.1 Client obligations

The Client must conduct the Event in accordance with this Hiring Agreement and in so doing, and in using the Event Facilities and the Centre, the Client must:

- (a) comply with all reasonable requests, directions, rules, regulations, ordinances, notices, terms of entry, announcements or requirements made, given, published or enacted by the Manager or the Owner from time to time in respect of the Centre (**Rules**);
- (b) use every effort to the extent it is reasonably able to do so, having regard to the Client's activities in respect of the conduct of the Events (such as use of the sound system and video screens), to direct Patrons to comply with the Rules and enforce those directions;
- (c) not invite or knowingly allow any person, including a Patron, to breach the Rules;
- (d) not knowingly do or permit anything to be done that would cause the Manager or the Owner to suffer any loss or damage, or to breach any legal requirements or any permit, approval, licence, consent or authority held in relation to the Event Facilities or the Centre;
- (e) obtain at its expense, and comply with, all permits, approvals, licences, consents and authorities required for the Event or for any act or matter connected with the conduct of an Event;
- (f) perform and observe all obligations which are placed on a person by law in respect of any of the matters referred to in paragraph (e) even if that law places direct responsibility on the Manager, the Owner, the Client or on any other person;
- (g) maintain a high standard of quality and professionalism, using best industry practice;
- (h) pay all governmental taxes and levies due in respect of, or as a result of, the Event by the due date for payment;
- (i) not erect anything in the Centre or make any alterations to the Centre without the Manager's prior written approval, which will not be unreasonably withheld;
- (j) supply and pay for all of the Client's Representatives required for the proper presentation of the Event;
- (k) use its reasonable endeavours to ensure that each performance of the Event starts and finishes at the times agreed with the Manager;
- (l) supply the Manager with scale drawings of the Event showing room layout and equipment locations. The Manager can make any changes to these drawings as may be reasonable or necessary and the Client must adjust the set-up of the Event accordingly. These drawings must be approved by the Manager prior to the Event;

- (m) comply with the Manager's OneMusic licence;
- (n) transport all personnel, properties, facilities and equipment necessary for an Event to and from the Event Facilities; and
- (o) comply with any reasonable direction made by the Manager about the acceptable sound level limits in the Centre.

7.2 Political purposes

The Client may not use the Centre or Event Facilities for any political purpose whatsoever unless the Event has been expressly specified by the Client to the Manager to be political. If the Client fails to specify that an Event is political and the Manager reasonably forms the view that the Event is political, then the Manager is entitled to withhold from moneys otherwise payable by the Manager to the Client under the Hiring Agreement a reasonable amount to compensate the Manager or the Owner for injury or damage to its property, including any loss of goodwill for the Manager or the Owner.

7.3 Collections

No collections, whether for charity or otherwise, may be made or attempted to be made at the Centre or Event Facilities before, during or after an Event, without the prior approval of the Manager, such approval not to be unreasonably withheld (but which may be withheld if the activity conflicts, or may conflict, with the commercial interests of the Naming Rights Sponsor).

7.4 No smoking permitted

The Client acknowledges that a strict no-smoking policy is operated at the Centre at all times. The Client must:

- (a) comply with the policy;
- (b) procure that each of the Client's Representatives comply with the policy;
- (c) comply with any direction of the Manager to comply with the policy or to procure the Client's Representatives to comply with the policy;
- (d) encourage, and procure the Client's Representatives to encourage, Patrons to comply with the policy and relevant smoking laws and support, and procure that the Client's Representatives support, the policy and compliance with those laws as they apply to Patrons.

7.5 Rights of the Manager

The Client must comply with any reasonable request or direction given to it or made by the Manager under this clause 7.5.

7.5.1 Request for documents

The Manager can ask the Client to produce, whether before, during or after the Hiring Period, evidence that it has obtained all relevant or necessary permits, approvals, licences, consents and authorities for the Event.

7.5.2 Directions by the Manager

The Manager can make or give to the Client any direction which, in the opinion of the Manager, is reasonable or necessary to ensure that the Client and the Event complies with:

- (a) this Hiring Agreement;
- (b) any relevant or applicable legal requirements;

- (c) any permit, approval, licence, consent or authority which applies to the Event Facilities or the Centre;
- (d) any permit, approval, licence, consent or authority which applies to, or is required for, the Event;
- (e) any applicable industry standards;
- (f) the Manager's policies and procedures; and
- (g) any direction of the Manager or the Owner (as applicable).

7.6 Emergency announcements

The Manager can make emergency announcements over any sound system and in-house video monitor system in the Centre at any time.

7.7 Client's responsibilities

The Client is responsible as occupier and user of the Event Facilities for:

- (a) anything done in or to the Event Facilities or the Centre by the Client or its Representatives or Patrons. For example, if this Hiring Agreement says that the Client must comply with a particular obligation, the Client must also ensure that its Representatives or Patrons also comply with that particular obligation. The Client must also ensure that its Representatives are continuously and properly supervised and under the direction and control of people approved by the Manager, such approval not to be unreasonably withheld. The Client must also ensure that all staff employed by the Client and the Client's Representatives meet the Manager's dress and presentation standards for the Centre; and
- (b) anything constructed or brought into the Event Facilities or Centre for, or in relation to, the Event.

7.8 Responsibility for the Event

The Event and Event Fittings are at the sole risk of the Client. The Manager is not responsible for any damage to or theft from the Event or Event Fittings while in the Centre, except to the extent that such damage or theft was caused by the Manager's negligence.

7.9 Changes to the Event Facilities by the Manager

If, in the reasonable opinion of the Manager, the Event Facilities are inappropriate or inadequate for the Event, the Manager can (following reasonable discussions with the Client) change the Event Facilities to other facilities within the Centre for the purposes of this Hiring Agreement.

7.10 Guarantee

If requested by the Manager, the Client must:

- (a) procure the execution of the guarantee and indemnity in the form in Annexure B or such other form as the Manager may require by any person or corporation as the Manager may require; and
- (b) furnish to the Manager an on demand bank guarantee in a form and for an amount acceptable to the Manager on which the Manager may unconditionally draw in payment of unpaid Hiring Fees or other amounts payable by the Client to the Manager under this Hiring Agreement.

7.11 Name of Centre

The Centre and the Event Facilities will be referred to only as provided in Part A of this Hiring

Agreement, unless otherwise agreed or directed by the Manager. The Client must only use the official logo for the Centre in its advertising and publicity material and in accordance with the directions of the Manager and is granted a limited licence to use that logo for that purpose.

7.12 Use of the Manager's staff

The Client must use only staff nominated or provided by the Manager except:

- (a) Representatives which the Client is obliged to supply under clause 7.1(j); or
- (b) contractors and other staff, whether employees of the Client or volunteer staff, but only with the prior approval of the Manager.

7.13 Employment agreements

In the use of any staff employed or contracted (directly or indirectly) by the Manager and in the employment or engagement of its own staff in the Centre or in connection with the use of the Event Facilities, the Client must comply with all applicable minimum wage, collective agreements and determinations and not do any act or omission which may put the Manager in breach of any of its employment agreements.

7.14 Employment policies

In the use and direction of any of the Manager's staff, the Client must comply with all employment policies laid down from time to time by the Manager for the Centre. The Manager must provide a copy of the policies to the Client on request. Subject to clause 7.12, the Client may select its own employees and volunteers and is responsible for the conditions of appointment and treatment of its employees and volunteers.

7.15 Technical questionnaire

- (a) The Client must deliver to the Manager a fully completed technical questionnaire in the form in Schedule 4 of Part A (**Technical Questionnaire**).
- (b) The completed Technical Questionnaire must be delivered before Tickets are released for sale and at least 30 days before the date of the first Event, unless otherwise agreed by the Manager.
- (c) The Client must promptly inform the Manager in writing of any proposed material change to the particulars provided by it in answer to the Technical Questionnaire.
- (d) The Manager may accept or reject a proposed material change in its discretion, acting reasonably. The Manager's acceptance may be made on conditions, including a condition that the Client agrees to an increase in the Hiring Fees.
- (e) The Client warrants to the Manager that the answers, which it gives to the questions in the Technical Questionnaire, are complete and accurate and fully disclose all of the Client's requirements for the Event. The Client acknowledges that the Manager will rely on the completeness and accuracy of the answers and disclosures.
- (f) Any failure of the Client to comply with this clause 7.15 will be taken to be a substantial breach of this Hiring Agreement.

7.16 Audio Visual Equipment

- (a) All audio visual equipment used by the Client will be installed and removed by or under the supervision of the Manager's Representatives.
- (b) The Client must:

- (i) ensure that any audio visual equipment used by the Client that was not supplied by the Manager is compatible with the Centre's audio visual systems, is in sound working order and condition and complies with any applicable specifications and standards; and
- (ii) employ audio visual technician(s) for its Event as more particularly determined by the Manager.

8. SECURITY SAFETY AND CONTROL

8.1 Safety obligations of the Client

The Client must:

- (a) comply with all applicable laws, regulations and requirements and directions of the Manager from time to time, including in respect of security and crowd control in the Centre and emergency evacuation from the Centre;
- (b) not hinder or obstruct any member of the medical, police, fire, ambulance, first aid or other emergency services or any authorised security officers in the exercise of its duties or powers in or near the Centre;
- (c) maintain all passages in and exits from the Event Facilities free from obstruction and keep exits locked or unlocked as the Manager directs;
- (d) ensure that the public telephones, fire alarms and fire extinguishers in the Event Facilities are easily accessible;
- (e) not by any act or omission, damage the Event Facilities, the Centre or anything in them;
- (f) not do or bring into the Centre anything that, in the reasonable opinion of the Manager or the Owner, is dangerous, flammable, volatile, explosive, toxic, disorderly, noisome, offensive, immoral, unlawful or inconsistent with the purpose for which this Hiring Agreement was made or the purpose of the Centre;
- (g) not bring into the Centre any insect, animal or bird without the prior written approval of the Manager;
- (h) not bring any vehicles, equipment, objects or other items, including forklifts, into the Centre or the Event Facilities without the prior written approval of the Manager and in any event comply with all weight load specifications for the Centre or the Event Facilities. For certainty, the Client may allow vehicles to enter and use the car park at the Centre for car parking purposes only;
- (i) make its Representatives available for any Centre induction procedures required by the Manager;
- (j) not do anything which may contaminate or pollute the Centre or its surrounding environment or any adjoining property;
- (k) advise the weight or floor loading, rigging and other requirements that may have a weight bearing impact on the floor surface or Centre structure;
- (l) comply with, and procure compliance by all of its Representatives with, any applicable laws relating to hygiene and food safety;
- (m) ensure that it, and its Representatives, use and/or serve (as applicable) alcohol responsibly in accordance with relevant legislation;

- (n) not film or record within the Event Facilities or within or around the Centre without prior approval of the Manager (the Client acknowledges that any filming or recording may require execution of a location release agreement);
- (o) ensure that all of its electrical equipment is tested and is legally compliant prior to connection to power points within the Centre. All electrical tagging must be completed by the Client, otherwise the Manager reserves the right to undertake such electrical tagging using a contractor of its choice at the Client's cost;
- (p) be responsible for the safe handling and security of cash it receives and/or other valuables at its Event;
- (q) apply for, obtain and maintain all registrations, licenses, approvals or consents which are required in respect of the use or operation of any equipment or materials or for the staging of the Event;
- (r) not install or bring into the Event Facilities any additional electrical installation equipment or fittings;
- (s) not, apart from the Event Fittings, install or bring into the Event Facilities any equipment or temporary decorations or furnishings;
- (t) not suspend or permit to be suspended any object or thing from the ceiling or from any wall of the Centre; and
- (u) not bring into the Centre any scenery curtains, equipment or other property, which has not been fire-proofed or is not maintained in a fire-proofed condition in accordance with applicable laws or standards in New Zealand and any other requirements prescribed by the Manager from time to time.

8.2 Event Safety Guidelines

The Client acknowledges that it has read and understood the Te Pae Event Safety Guidelines available for download from the Manager's website at <https://www.tepae.co.nz>. The Client must also ensure that its Representatives have read and understood the Te Pae Event Safety Guidelines. A hard copy of the guidelines is available on request.

8.3 The Manager and safety

- (a) The Manager may in its absolute discretion require the Client to satisfy additional safety or technical requirements determined by the Manager.
- (b) Nothing in this Hiring Agreement requires the Manager to undertake safety or technical inspections. If the Manager does undertake an inspection, the Client remains responsible for its obligations under this Hiring Agreement and is not released from any duty of care, which it may owe to the Manager or to any other person.
- (c) The Manager, acting reasonably, may retain technical advisers and experts to advise it on the staging of an Event. The Client must pay the fees of such advisers and experts.

8.4 Dangerous or pyrotechnic activities

The Client must provide full details to the Manager in the Technical Questionnaire of any potentially dangerous activities or pyrotechnic activities which are intended to form part of an Event. No such activities may be conducted as part of an Event without the Manager's approval which must be obtained before the commencement of the Hiring Period. The giving of that approval does not prevent the Manager from orally withdrawing that approval if the Manager at any time considers that the activity may constitute a danger to Patrons or any other person not voluntarily involved in the activity. Without limiting the generality of this clause 8.4, dangerous activities include:

- (a) parachuting and hang-gliding;
- (b) bungee jumping;
- (c) driving of motor vehicles for entertainment (including, without limitation, racing and stunt driving);
- (d) animals;
- (e) fireworks;
- (f) stunts of any description;
- (g) high wire performances and acrobatics or similar activities; and
- (h) explosions, shooting, archery or any other activity involving projectiles.

8.5 Equipment ingress and egress

The Client must only use entrances and exits designated by the Manager for moving in or out equipment or other materials and must comply with all regulations and directions of the Manager as to access and vehicle movements and load limits.

8.6 Manager's directions

The Manager is not required to give any directions in relation to the safe and proper use of the Centre, its facilities and equipment. The fact that the Manager or its staff or agent supervise any work or give any directions will not release the Client from any of its obligations under this Hiring Agreement nor will it release the Client from any duty of care which it may owe to the Manager or to any other person.

8.7 Alterations and additions

The Client must not make any alteration or addition to the structure or the fittings, facilities or equipment of the Centre without the prior approval of the Manager.

8.8 Design of works and structures

The Client warrants to the Manager that all due care has been exercised in the design of the Event Fittings, that all due care will be exercised during construction and that the Event Fittings comply with the conditions of any approvals that have been obtained by either the Manager or the Client. The Client indemnifies and must keep the Manager and the Owner indemnified against any loss, damage, claim, demand, penalty, fine or charge which is suffered by or imposed on the Manager or the Owner directly or indirectly because of any defect of design, defect in construction, defective materials or faulty workmanship or any failure to comply with any condition of an approval that has been obtained by either the Manager or the Client.

8.9 Client's responsibility for safety

The Client is responsible for the safe conduct of the Event and the safe and proper use of the Event Facilities.

8.10 Workplace Health and Safety

- (a) Each party must comply at all times with all applicable laws (including the HSW Act and all regulations and approved codes of practice under that Act) relating to occupational or workplace health and safety including in relation to obligations to consult, co-ordinate and cooperate with each other regarding matters which both parties have duties in relation to.
- (b) The Client must comply with:

- (i) any occupational health and safety procedures required by the Owner and/or the Manager from time to time; and
 - (ii) the Client's own occupational health and safety procedures where the standard of those procedures are equal to or greater than the procedures under clause (i) or where no procedure is advised.
- (c) The Owner and/or the Manager may at any time:
- (i) require the Client to provide documentary evidence of the Client's occupational health and safety systems or safety management plan;
 - (ii) conduct an audit of the Client's workplace health and safety systems; or
 - (iii) require the Client to remedy any breach of any relevant obligations under this Hiring Agreement or at law.
- (d) The Client must notify the Manager:
- (i) Immediately about any Notifiable Event (as defined in the HSW Act) that occurs at the Centre at any time and, as soon as practicable afterwards, provide written details of the Notifiable Event as well as the steps taken to eliminate or minimise the risks to health and safety associated with the Notifiable Event.
 - (ii) As soon as practicable about any near miss incident or event that could have resulted in a serious harm accident.
 - (iii) As soon as practicable about any fact, matter, thing or circumstance that has the potential to be or to cause any accident, danger, risk or hazard to the Centre or any person using the Centre of which it becomes aware and which it does not reasonably understand the Manager to already be aware of.
- (e) The Client must fully co-operate and assist with any investigation into any incident or event and this includes with any independent person appointed by the Manager and/or the Owner to carry out an investigation. Where the Client completes an investigation into any incident or event it will promptly provide the Manager with a copy of the investigation report.

8.11 Obligations relating to Temporary Construction Work

To the extent that any work which the Client intends to perform at the Centre includes building, erecting or constructing any structure, plant or other thing ("Temporary Construction Work" in this clause), the Manager, subject to a written notice to the contrary by the Manager, authorises the Client to have management and control of each workplace at which the Temporary Construction Work is to be carried out and to discharge its duties as a PCBU under the HSW Act and all regulations and approved codes of practice under that Act until completion of that work.

Subject to a written notice to the contrary by the Manager, the Manager appoints the Client as the primary PCBU (or its contractor as identified in writing by the Client and approved by the Manager) in respect of the Temporary Construction Work and authorises the Client (or its approved contractor) to have management and control of each workplace at which the Temporary Construction Work is to be carried out and to discharge the duties of a PCBU under the HSW Act.

The Client warrants to the Manager any party that undertakes Temporary Construction Work (including itself, any sub-contractor or other person) will be sufficiently skilled, qualified and experienced to undertake the work safely having regard to the size, scale and location of the works.

The Client must promptly notify the Manager of any risks to the Owner, the Manager, their respective Representatives and/or visitors to the Centre created by the Temporary Construction Works. The Client is responsible for ensuring there is a suitable process for consulting, co-ordinating and co-operating with all other PCBUs (including the Owner) in respect of risks arising from the Temporary

Construction Works which the other PCBUs also have duties in respect of.

The Client must either comply with or procure the compliance (as applicable) of any party it nominates to act as contractor with the duties under this clause and as a PCBU.

The Client must ensure it or its contractors (as applicable) are authorised or licensed (as required by all applicable laws including the HSW Act and all regulations and approved codes of practice under that Act) to carry out any work at the workplace and comply with any conditions of such authorisation or licence and have prescribed qualifications or experience. The Client must not direct or allow a person to carry out work or use plant or substances at a workplace unless the requirements of this clause are met (including any requirement to be authorised, licensed, qualified or supervised).

The Client must if requested by the Manager or required by any applicable laws including the HSW Act and all regulations and approved codes of practice under that Act, produce evidence of any approvals, certificates, authorisations, licences, prescribed qualifications or experience or any other information relevant to work, health and safety (as the case may be) to the satisfaction of the Manager before the Client commences Temporary Construction Work.

8.12 Client's security

The Client acknowledges that all security personnel will be provided by the Manager pursuant to clause 10.4, unless otherwise agreed by the Manager. Where the Event has specific and bespoke security requirements (including pursuant to clause 8.1(p)) the Client may be permitted to arrange such specific and bespoke security subject to prior approval of the Manager, compliance with any direction of the Manager including as to the qualifications, training and venue induction of security personnel and such security personnel being licensed and of a high industry standard.

8.13 Access of personnel

Subject to the Manager's approval as to numbers, the Client may issue media passes, car passes and backstage passes permitting specified persons access to specified areas of the Centre normally closed to the public. No person, other than persons actively engaged in the presentation of an Event, may enter the area of the Centre in which the Event is being staged without having been issued with a Ticket or a pass under this clause 8.13.

8.14 Refusal of admission by the Manager

The Manager and its Representatives may refuse admission to, or cause to be removed from, the Event Facilities or the Centre, any person whose behaviour is objectionable, disorderly, improper or undesirable. The Manager may refuse the Client and any of its Representatives entry into the Centre where the Client has not satisfied its payment obligations in accordance with this Hiring Agreement.

8.15 Disorderly conduct

The Client must not permit or allow:

- (a) any riotous, disorderly or improper conduct in the Centre;
- (b) any person who is guilty of riotous, disorderly or improper conduct to be or remain on or in the Centre; or
- (c) any act, matter or thing, which in the reasonable opinion of the Manager may injure or diminish or tend to injure or diminish the reputation of the Centre, the Manager or the Owner.

8.16 Crowd control

- (a) The Manager has the sole right to direct crowd control within the Centre and is entitled to make arrangements and employ personnel, which in the opinion of the Manager are appropriate to ensure efficient management of Patrons.

- (b) The Client acknowledges that it is the policy of the Manager that at every Event at which Patrons are entitled to a seat, any Patron having been sold or otherwise provided with a Ticket is entitled to a clear unobstructed view of the Event for the whole of the Event from the Patron's seat unless that Patron was advised of any obstruction before purchasing the Ticket.
- (c) The Client must use its best endeavours to comply with the policy referred to in paragraph (b) and, without limiting the generality of this obligation, must ensure that persons participating in the Event:
 - (i) do not behave in a way which is disorderly or which is offensive to any Patron, the Manager or the Owner; and
 - (ii) do not encourage Patrons to stand or move about the Event Facilities during the Event.

8.17 Police liaison

It is the responsibility of the Manager to liaise with police in respect of the attendance by members of the police service at the Centre.

8.18 Observance of security and evacuation procedures

The Client must make itself familiar with all emergency evacuation procedures for the Centre and must observe all security and emergency evacuation procedures applicable from time to time at the Centre.

9. FOOD AND BEVERAGE, OTHER SERVICES & MERCHANDISE

9.1 Food and beverage and other services

- (a) The Manager has exclusive catering rights at the Centre. Only the Manager and its Representatives are entitled to (and neither the Client nor its sponsors will) bring into or provide or sell in the Event Facilities or the Centre, food and beverages (whether alcoholic or not).
- (b) The Manager may determine whether to sell or distribute any particular product or service and may sell or distribute such products or services in any way it sees fit including by the appointment of agents or distributors. All revenue from sales of those products and services belongs to the Manager.
- (c) The Manager can, in its discretion or if requested by the Client in writing, provide public catering facilities at the Event.
- (d) The Manager has the exclusive right to provide other services at the Centre and Event including ATM or EFTPOS services, gaming or betting services and computerised information or interactive services and similar services.

9.2 Merchandising

- (a) The Manager has the sole right to sell or distribute any merchandising items not covered by clause 9.1, which are available for purchase by Patrons in connection with the Event; and/or in connection with the advance sale of a Ticket for the Event. The Manager may sell or distribute those items in any way it sees fit (including by the appointment of agents or distributors) and under the terms as agreed in Part A of this Hiring Agreement.
- (b) The Manager may appoint the Client as its agent for the sale or distribution of merchandising items and the Client may, subject to its obtaining the prior approval of the Manager, nominate a sub-agent.

- (c) The Manager may pay proceeds from the sale of merchandising items to the sub-agent nominated by the Client under clause 9.2(b) unless the Client notifies the Manager in writing to pay those proceeds to the Client.
- (d) If the Client does not nominate a sub-agent at least 7 days before the commencement of the Hiring Period, the Manager may deal directly with such person as it considers proper to deal with, where either:
 - (i) the Manager is reasonably of the opinion that the person has some form of approval from the Client, in which case the Manager may assume that the person is the sub-agent of the Client; or
 - (ii) the Manager is reasonably of the opinion that the person proposes to supply merchandise in connection with the Event.
- (e) The Manager may, at any time, advise the Client that the Manager is not prepared to deal directly with the Client's sub-agent in relation to the sale of merchandising items.
- (f) All merchandising items supplied by or on behalf of the Client or a sub-agent must be of merchantable quality and fit for their intended purpose. The Manager may withdraw from sale any merchandise item which is, in its reasonable opinion, not of merchantable quality or which is dangerous, illegal or may lead to liability for the Manager.

10. SERVICES PROVIDED BY THE MANAGER FOR THE EVENT

Unless otherwise specified in Part A of the Hiring Agreement, the following services will be exclusively provided by the Manager at the Client's cost (as required for its Event) and will be charged either as an inclusion of the Hiring Fee under clause 10.7 or as an additional cost (as specified in Schedule 1 of Part A of the Hiring Agreement):

10.1 Rigging services

The Manager will be the exclusive provider of all rigging services and equipment at the Centre, for the Event. The Client must ensure that any rigging within the Event Facilities is performed by the Centre's licensed rigger.

10.2 Telecommunication and data connection services

The Manager will be the exclusive provider of all IT and telecommunications services at the Centre.

10.3 Cleaning services

The Manager will be the exclusive provider of cleaning services at the Centre.

10.4 Security services

Subject to clause 8.1(p), the Manager will be the exclusive provider of security services at the Centre. The Manager has overall control of all security systems and security procedures necessary to ensure the security at all times of the Centre and all persons in, and facilities of, the Centre. The Manager is entitled to employ or engage from time to time such security personnel or special duty police as it thinks fit to ensure that security.

10.5 Loading dock services

The Manager will be the exclusive provider of all loading dock services and related services at the Centre.

10.6 Other services

All services provided as part of this clause 10 will be charged as Event Costs. For the avoidance of doubt, if the Client requires additional non-exclusive services for its Event that are not stipulated within this clause 10 the Client shall liaise with the Manager in the first instance. Any contractors providing such additional services must have the prior approval of the Manager.

10.7 Inclusions

All services which are provided to the Client as an inclusion within the Hiring Fee are detailed within Schedule 2 to Part A. All excluded services (being services not detailed in Schedule 2 to Part A) will be payable as additional Event Costs to the extent those services are required by the Client for its Event.

11. SPONSORSHIP, PUBLICITY AND INTELLECTUAL PROPERTY

11.1 Sponsor and supplier rights

The Client acknowledges that the Manager may grant to third parties certain sponsorship and supply rights which, amongst other things, allows those third parties to display advertising, marketing and promotional material or to supply certain products or services at the Centre during an Event. The Client must not knowingly do anything which may conflict with the sponsorship or supply rights of such third parties, including displaying any advertising, marketing or promotional material of competitors of such sponsors or suppliers, unless expressly approved by the Manager or permitted by this Hiring Agreement.

11.2 Client's obligations

- (a) The Client must not, without the prior written approval of the Manager, display or distribute any posters, signs, advertising, marketing, promotional or other written, printed, electronic or digital material in (or in connection with):
 - (i) the Centre, other than inside the Event Facilities; or
 - (ii) any other place or in any form (including television or internet) which:
 - A. may bring action against or disrepute to the Manager, the Owner or the Centre;
 - B. may be in breach of any relevant regulations; or
 - C. in the reasonable opinion of the Manager, may connect or associate a person, product or service with the Centre.
- (b) The Client must not use any logos, trade marks or other intellectual property rights owned by, or licensed to, the Manager and/or the Owner without the Manager's prior written consent. All intellectual property of the Owner and the Manager will at all times remain the property of the Owner or the Manager (as applicable).

11.3 Manager's rights

- (a) The Manager may display its own signage and that of the Naming Rights Sponsor and other Centre sponsors and suppliers within the Event Facilities.
- (b) The Manager is permitted to use the Client's logo for the purposes of promoting the Event, in accordance with the terms of this Hiring Agreement only.

11.4 Tickets/invitations for Events which are not 'Ticketed Events'

It is acknowledged that the Client may issue tickets or invitations for its Event which are not available

for purchase by the general public. In such circumstances the Event will not be classed as a Ticketed Event. Notwithstanding the foregoing and without prejudice to clause 11.2, the Manager will have the right to approve the look/feel/content of all 'tickets', invitations or similar items produced by the Client in relation to its Event.

11.5 Tour NRS

- (a) The parties acknowledge that the Tour NRS named in Part A of the Hiring Agreement is approved by the Manager and the Owner and may promote its brand at the Centre in connection with the Event in accordance with this clause 11.5.
- (b) The Client may permit the Tour NRS to promote its brand and products in the Event Facilities.
- (c) The Client may permit the Tour NRS to promote its brand and products in the Centre other than in the Event Facilities subject to the prior approval of the Manager which will not be unreasonably withheld.
- (d) The form, content and placement of any material of the type described in clause 11.2 to be displayed or distributed in the Centre and the form and nature of any marketing activation in the Centre must be first approved by the Manager, with such approval not to be unreasonably withheld.
- (e) Subject to the prior approval of the Manager as to the form and content, which will not be unreasonably withheld, the Client may include the name and brand of the Tour NRS on Tickets and Ticketing related communications (to the extent practicable).
- (f) The Tour NRS signage, marketing and other rights set out in Part A of the Hiring Agreement have been approved by the Manager as at the date of this Hiring Agreement.

11.6 Publicity and advertising information

- (a) In all advertising, publicity and promotion for an Event, the Client must ensure that the details in Annexure A are used, where applicable.
- (b) When requested by the Manager, the Client must submit all advertising and promotional material to the Manager for approval before its first publication such approval not to be unreasonably withheld and, once approved, no additional approvals are required for substantially similar uses.
- (c) The Client must ensure that the format of Ticket booking and Centre details in any advertising or promotional material meets the Manager's requirements.

11.7 Photographs, sound, television recording, video display, etc.

- (a) Other than for internal or purposes or for the promotion of the Event or for purposes of the performance of the Event, the Client must not, except with the prior approval of the Manager:
 - (i) take or permit to be taken any photograph or film, video, sound, television or other digital or electronic recording or transmission (whether or not for commercial purposes) in the Centre; or
 - (ii) transmit or reproduce or permit or allow the transmission or reproduction of any Event which takes place within the Centre, or any image or representation of the Centre (including a digital representation) by television, video, sound or other digital or electronic broadcast or transmission or by any other means including by internet, digital transmission, wireless transmission or other transmission technology.
- (b) The Manager may require a written agreement be entered into between it and the Client and the person responsible for a recording, broadcast or transmission referred to in clause 11.7(a) in relation to an approval under clause 11.7(a), which may contain provisions governing the

right of the Manager to be paid a fee or a royalty and the places in which any equipment can be positioned and other requirements of the Manager.

- (c) The Manager may display the Event on the Centre's in-house video monitor system for the convenience of Patrons. The Manager warrants to the Client that except with the Client's express permission or direction the Manager will not in any way record or transmit any Event other than for display on the in-house video system or for security purposes.

11.8 Virtual signage

Except with the prior approval of the Manager the Client must not, and must ensure that any person with whom it contracts for the recording, broadcast or transmission of an Event does not, display or otherwise permit at the Centre any form of non-physical signage or image, including electronic or other insertion by visual image or sound of words, figures, numbers, information, images or other visual or audio material into a television or other broadcast, transmission, recording or electronic visual or audio presentation of an Event or which is made at the Centre in relation to an Event.

11.9 Announcements during performances

The Manager may announce, describe and advertise over any sound system, closed circuit television system or display advertising or visual presentation facilities ('sound and display facilities') in the Centre (other than the Event Facilities) during the staging of an Event, including, announcements, descriptions and advertisements concerning other or future events being or to be held in the Centre or elsewhere provided such use of the sound and display facilities does not unduly interfere with the Event. The Manager reserves the exclusive right to use the Centre's sound system and display facilities and all other advertising capabilities and facilities in and about the Centre in any places which in its opinion are desirable or appropriate.

11.10 Determination of sound levels

The Manager has sole authority to determine the sound level limit that is acceptable within the Centre but is under no obligation to the Client to determine those levels.

12. CANCELLATION OR POSTPONEMENT BY CLIENT

12.1 Notice of Cancellation

The Client must provide written notice of cancellation to the Manager if at any time it wishes to cancel, postpone or otherwise reschedule all or part of the Event or no longer requires all or part of the Event Facilities for any reason (other than because of a breach by the Manager of this Hiring Agreement) (a 'Cancellation Notice').

12.2 Rights of the Manager upon cancellation

12.2.1 Manager may retain amounts paid

If an Event is cancelled, postponed or otherwise rescheduled (**cancellation**) for any reason (other than because of a breach by the Manager of this Hiring Agreement), including a cancellation by the Client in breach of this Hiring Agreement, or by reason of the Client's own wilful misconduct or negligence, or because of an event described in clauses 16.2 or 16.5, then the Client is responsible for:

- (a) the actual costs which would otherwise be payable by the Client under this Hiring Agreement that are incurred by the Manager to the date the cancellation is notified by the Client to the Manager and any other costs under this Hiring Agreement which the Manager will otherwise be liable to pay; and

- (b) any other actual costs incurred by contractors of the Manager or by contractors nominated by the Manager for use by the Client in relation to the Event or preparations for the Event, including, costs of caterers, cleaners and other service providers.

If an Event is cancelled because of an event described in clauses 16.2 or 16.5(a) or (b), which does not involve a cancellation by the Client in breach of this Hiring Agreement or by reason of the Client's own wilful misconduct or negligence, then the Client is not responsible for paying Hiring Fees but must pay the costs provided for under this clause.

This clause 12.2.1 survives the termination of this Hiring Agreement.

12.2.2 All rights reserved

Nothing in this clause 12 shall affect any other rights the Manager has under this Hiring Agreement or otherwise, including the right to claim against the Client for any costs incurred by the Manager in relation to the Client's Event.

12.3 Postponement

For the avoidance of doubt, any postponement of the Event shall be treated as a 'cancellation' in accordance with this clause 12.

13. DEFAULT AND EARLY TERMINATION OF THIS HIRING AGREEMENT

13.1 Manager has option to remedy defaults

Without prejudice to any of the Manager's other rights under this Hiring Agreement, if the Client does not comply with any requirement of this Hiring Agreement, the Manager may:

- (a) give notice to the Client requiring the Client to rectify the default within a reasonable time; and/or
- (b) rectify the default at the expense and risk of the Client and the Client must pay to the Manager on demand any costs reasonably incurred by the Manager in so doing.

13.2 Termination by the Manager

The Manager can end this Hiring Agreement by giving notice to the Client if any of the following circumstances arise:

13.2.1 Default in payment and/or financial viability of Client

The Manager can end this Hiring Agreement if:

- (a) any money payable by the Client to the Manager is not paid when due;
- (b) the Client dies or becomes bankrupt or legally incapable of managing its affairs;
- (c) the Client is insolvent or enters into any compromise or arrangement with its creditors; or
- (d) an administrator, receiver, provisional liquidator, liquidator or controller is appointed to the Client or any of its assets or an equivalent appointment is made in another jurisdiction.

13.2.2 Non-compliance

The Manager can end this Hiring Agreement if the Client does not comply with:

- (a) a requirement of this Hiring Agreement that, in the reasonable opinion of the Manager, is material;

- (b) a notice given to Client by the Manager under clause 13.1(a) requiring it to remedy a default (including failure to adequately remedy);
- (c) any relevant or applicable legal requirements;
- (d) any permit, approval, licence, consent or authority which applies to the Event Facilities or the Centre;
- (e) any permit, approval, licence, consent or authority which applies to, or is required for, the Event;
- (f) any applicable industry standards; or
- (g) any request or direction made or given by the Manager under this Hiring Agreement.

13.2.3 Damage, injury or breach

The Manager can end this Hiring Agreement if it reasonably considers that the use or continued use of the Event Facilities by the Client is likely to:

- (a) cause damage to the Event Facilities or the Centre;
- (b) cause damage to the property of any third party;
- (c) cause injury to any person;
- (d) prejudice any agreement, maintenance contract or insurance policy of the Manager or the Owner;
- (e) be illegal or otherwise contrary to law or may cause material damage to the reputation or goodwill of the Centre, the Manager or the Owner; or
- (f) breach any relevant or applicable legal requirements.

13.2.4 Act or omission

The Manager can end this Hiring Agreement if:

- (a) the Client commits an act or omission, which results, or is likely to result, in the Manager or the Owner suffering loss or damage;
- (b) in the reasonable opinion of the Manager, the description of the Event substantially changes from that given by the Client in this Hiring Agreement without the prior written approval of the Manager;
- (c) the organisation of or advertising for or the manner in which any Event is being conducted or is proposed to be conducted is likely to be scandalous, libellous, obscene or of an objectionable character; or
- (d) in the reasonable opinion of the Manager or the Owner the Event contravenes acceptable levels of public decency.

13.2.5 Acts outside of the parties' control

The Manager can end this Hiring Agreement if:

- (a) there exists an emergency in the Centre whether due to an actual or impending events that has the effect of causing or threatening to cause loss of life or injury or distress to persons or danger to the safety of the public or any other persons or any part of the public or destruction or damage to property;
- (b) the Manager's right to operate the Centre expires or is terminated, with or without fault on its part, or the Manager is otherwise prevented by any mortgagee or creditor from performing this Hiring Agreement; or

- (c) any one or all of the following events occur:
- (i) the Centre or any part of the Centre which substantially affects this Hiring Agreement is required, requisitioned or resumed for the use of a government for any purpose whatsoever including priority usage;
 - (ii) the Centre is damaged or destroyed by an act of war or in the course of resisting or repelling such action or is being repaired, remedied or made good or attempts are being made to do so as a result of such action; or
 - (iii) the use of the Centre for the Event is prohibited or prevented by reason of the occurrence of any industrial action, strike, act of God or civil disorder.

13.3 Rights of the Manager on termination

- (a) If the Manager terminates this Hiring Agreement, the termination takes effect without prejudice to the rights or remedies that the Manager would have had but for the termination, in respect of or arising out of any antecedent breach of this Hiring Agreement by the Client.
- (b) If this Hiring Agreement is terminated under clauses 13.2.1 to 13.2.4 the Manager may, in addition to any other rights which it has at law or in equity, retain the Deposit paid. The Manager may also retain or sue for as a debt all sums paid or payable under this Hiring Agreement before the date of termination and deduct those sums from the Deposit or any box office monies otherwise payable to the Client.

13.4 Interest

Any money due but unpaid to the Manager under this Hiring Agreement may be subject to interest calculated daily and compounded monthly on the ASB Corporate Overdraft rate plus 2% per annum.

13.5 Debt recovery costs

The Client must fully reimburse the Manager for any and all costs reasonably incurred in connection with the Manager taking steps seeking to recover money due to it under this Hiring Agreement.

13.6 Novation

If the Manager's agreement with the Owner to operate the Centre is terminated for any reason, the Client agrees to novate this Hiring Agreement to the new operator of the Centre, or any other party discharging a similar role, as nominated by the Manager or the Owner.

14. REPRESENTATIONS, WARRANTIES AND EXCLUSIONS

14.1 No representations about suitability

Neither the Manager nor the Owner warrants or represents that the Centre, its facilities or equipment will be adequate or fit for the purposes of the Client or the Event. It is the responsibility of the Client to determine the suitability of the Centre, its facilities and equipment.

The Client acknowledges and warrants that it has had the opportunity to inspect the Event Facilities and has either:

- (a) inspected the Event Facilities and is satisfied with them; or
- (b) decided not to inspect the Event Facilities.

14.2 General exclusions

Any terms, conditions, liabilities or warranties not appearing in this Hiring Agreement are expressly

excluded, other than those that by law cannot be excluded.

14.3 Client warranties

The Client hereby represents, warrants and undertakes to the Manager that:

- (a) it is a limited liability company, duly and validly incorporated with full power to enter into, and to exercise its rights and perform its obligations under this Hiring Agreement;
- (b) the entry into and the exercise of its rights and the performance of its obligations under this Hiring Agreement will not constitute any breach of any of its contractual obligations or any applicable law nor conflict with its constitutional documents;
- (c) it shall not knowingly make any political statement or other statement or representation or take any action which is any way criticising, damaging or detrimental to the reputation of the Manager or the Owner or any of their respective Representatives and affiliates;
- (d) at the date of signing this Hiring Agreement and until the Event is completed there is in force a contract for the Client to stage the Event; and
- (e) the Client has as at the date of this Hiring Agreement and will have until its obligations under this Hiring Agreement are satisfied sufficient assets to enable it to discharge all of its obligations under this Hiring Agreement in addition to meeting all other liabilities (whether actual or contingent) which it may owe or to which it may be liable for from time to time.

15. GOODS AND SERVICES TAX

The following terms and conditions relating to GST apply to the Hiring Agreement:

- (a) Unless expressly stated to the contrary, all amounts referred to in this Hiring Agreement are expressed exclusive of GST.
- (b) In addition to the consideration otherwise expressed in this Hiring Agreement as payable in respect of a Taxable Supply made by the Manager under this Hiring Agreement, the Client must pay to the Manager the amount of GST which the Manager is obliged to pay in respect of that Taxable Supply under the GST Act.
- (c) The Client must pay to the Manager the GST contemplated in clause 15(b) on receipt of a Tax Invoice in relation to the relevant Taxable Supply.
- (d) If any amount to be paid by the Client to the Manager in connection with this Hiring Agreement is calculated by reference to an expense or cost of the Manager, the amount of the expense or cost for the purpose of calculating the payment is the relevant expense or cost reduced by the amount of Input Tax Credits (if any) to which the Manager is entitled in respect of the amount.
- (e) The Client hereby indemnifies the Manager, and will keep the Manager indemnified, in respect of any and all damages or costs (including, but not limited to, interest and penalties) directly or indirectly arising from, or caused by, any failure by the Client to pay any amount as and when required by this clause 15.

16. FORCE MAJEURE

16.1 Effects of Force Majeure

If there is an event of Force Majeure, then:

- (a) this Hiring Agreement will not end, but the Manager and Client will be released from further performance of its obligations under this Hiring Agreement from the time when the event of Force Majeure happens;
- (b) the Manager will be entitled to retain from any Deposit or other monies paid by the Client to the Manager, the amount of any costs, charges or expenses actually incurred by the Manager before the event of Force Majeure happens, less any amount recovered by the Manager on account of successful insurance claims; and
- (c) neither the Owner nor the Manager will be liable to the Client for any loss or damage, either direct or indirect, which may be suffered or incurred by the Client.

16.2 Definition of Force Majeure

An event of Force Majeure includes:

- (a) war (whether declared or undeclared), revolution, act of public enemies or acts of terrorism;
- (b) riot, blockade, insurrection or civil commotion;
- (c) strike, lockout, stoppage, ban or limitation on work, restraint of labour or other industrial dispute;
- (d) act of God;
- (e) epidemic, pandemic, disease or public health alert;
- (f) fire, flood, earthquake, storm or cyclone;
- (g) malicious damage, smoke or explosion;
- (h) sabotage, bomb threat or other threats of violence;
- (i) act or restraint of any governmental or semi-governmental or other public or statutory authority;
- (j) judgments, rulings, decisions or enforcement actions of any court or tribunal having jurisdiction;
- (k) breakdown of any facilities or machinery or unavailability of essential equipment, supplies or services;
- (l) cessation of or interruption to water or electricity supply; and
- (m) any other cause or event not reasonably within the control of the Manager or the Owner, which may affect in whole or in part the hiring and/or obligations and/or liabilities of either party to this Hiring Agreement.

16.3 Notice

The party who wishes to claim the benefit of this clause as a result of Force Majeure must notify the other party as soon as reasonably possible. The notice must state:

- (a) the nature of the circumstances giving rise to Force Majeure;
- (b) the extent of that party's inability to perform under this Hiring Agreement;
- (c) the likely duration of that non-performance; and
- (d) what steps are being taken to minimise the impact of the Force Majeure event on their obligations.

16.4 Exception for self-induced events

However, any event which (but for this clause) would be an event of Force Majeure, which happens or is brought about (directly or indirectly) as a result of any act or omission of the party claiming the benefit of this Force Majeure clause will not be taken to be an event of Force Majeure for the purposes of clauses 16.1 or 16.2.

16.5 Limit on liability

Neither the Manager nor the Owner will be liable to the Client or the Client's Representatives, for any loss or damage or any liability which may be suffered or incurred by the Client or the Client's Representatives, or in respect of any goods or equipment owned, operated or hired by the Client or the Client's Representatives resulting from:

- (a) any strike or other industrial action by any person or group of persons including, but not limited to, any employees or contractors engaged by or employed by the Manager or the Owner or any of their respective Representatives or the Client;
- (b) any interruption or cessation in the supply of chilled water or electricity or any other type of power or energy to the Centre or failure of any equipment owned or operated or hired by the Manager or the Owner for the supply of chilled water or electricity or any other power or energy to the Centre; or
- (c) any decisions of the Manager under clause 13.2.

17. PRIVACY ACT COMPLIANCE

17.1 Privacy Act definitions

For the purpose of this clause, 'personal information' and "information privacy principle" have the same meaning as in the Privacy Act 2020 ('the **Act**').

17.2 Compliance with the Privacy Act

Each party must:

- (a) comply with the Act and each information privacy principle, particularly in relation to the collection, use, storage and disclosure of personal information in connection with the Event;
- (b) comply with any other reasonable principles or guidelines, relating to the handling of personal information, notified in writing, from time to time, by one party to the other;
- (c) where requested in writing, provide reasonable assistance to the other party in relation to its compliance with the Act and each information privacy principle; and
- (d) ensure that it holds all necessary consents under the Privacy Act 2020 to provide to the other party any personal information (as defined in the Privacy Act 2020) that it provides to the other party.

18. NOTICES

18.1 Basic requirements for notices

Any notice or other communication referred to in this Hiring Agreement must be:

- (a) in writing and in English;
- (b) addressed to the recipient at the addresses referred to in clause 18.2; and

- (c) signed by the person giving the notice or sending the communication, or an authorised representative of that person.

18.2 Acceptable forms of notice under this Hiring Agreement

18.2.1 Notices to the Client

Any notice or other communication to the Client referred to in this Hiring Agreement can be given by:

- (a) email, to the address provided in Part A; or
- (b) delivery, to the address set out in Part A.

18.2.2 Notices to the Manager

Any notice or other communication to the Manager referred to in this Hiring Agreement can be given by:

- (a) email, to Mr Ross Steele at rsteale@tepae.co.nz; or
- (b) physical delivery or post to the Centre, marked for the attention of Mr Ross Steele, unless otherwise notified by the Manager in writing.

18.3 Manager's address for notices

Any postal notice or other communication referred to in this Hiring Agreement can be given to the Manager at the following address (unless otherwise notified by the Manager in writing):

The Manager being Te Pae Christchurch Convention Centre, PO Box 899, Christchurch 8140, New Zealand.

18.4 Client's address for notices

Any notice or other communication referred to in this Hiring Agreement can be given to the Client at the address(es) shown in Part A of this Hiring Agreement.

18.5 Changing address for service

The Manager or the Client can change its address for service by giving written notice of the change to the other.

18.6 Effective of receipt

A notice given in accordance with this clause 18 takes effect:

- (a) in the case of hand delivery, at the time of actual delivery to the recipient's address;
- (b) if sent by email, at the time and date at which the sender's email system records that the email was successfully delivered to the recipient (provided that an automated "out of office", deliver failure or similar message is not received); or
- (c) if sent by post, on the third Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside of New Zealand),

but if delivery, receipt of transmission is not on a Business Day or is after 5:00pm on a Business Day, the Notice is taken to be received at 9:00am on the next Business Day.

19. GENERAL

19.1 Joint and several liability

If the Client consists of more than one person, then its liability under this Hiring Agreement will be a joint liability of all of them and the liability of each of them severally.

19.2 Severance

If any clause of this Hiring Agreement is, or is found to be, illegal, invalid, void or voidable, the legality or validity of the remainder of this Hiring Agreement will not be affected and will continue in full force and effect.

19.3 Assignment

- (a) The Client must not assign any rights or obligations under this Hiring Agreement.
- (b) The Manager may, without the consent of the Client, assign its rights and obligations under this Hiring Agreement to the Owner or any other party that has the right to operate the Centre. The Client must accept and consent to any such assignment or enter into any such new agreement as the case requires.

19.4 Successors

Reference to a party to this Hiring Agreement includes any executor, administrator or successor in title of that party.

19.5 Exercise of rights

A single or partial exercise or waiver by the Manager of any right it has under this Hiring Agreement will not prevent any other exercise of that right, or the exercise of any other right, by the Manager.

19.6 Remedies are cumulative

The rights provided under this Hiring Agreement are cumulative and not exclusive of any other rights provided by law.

19.7 Governing law and jurisdiction of courts

This Hiring Agreement is governed by the law that applies in New Zealand.

The Manager and the Client irrevocably submit to the non-exclusive jurisdiction of the courts of New Zealand and waive any objection they may have to the jurisdiction of those courts.

19.8 Warranty of authority

Every person who signs this Hiring Agreement, or any notice given or required under this Hiring Agreement, on behalf of the Client, by so doing represents and warrants that he or she is duly authorised so to do on behalf of the Client.

19.9 Time of essence

Time is of the essence in this Hiring Agreement.

19.10 No partnership, joint venture, agency or lease

The Manager and the Client acknowledge that:

- (a) the Manager is the Client's agent only for the purposes of clause 21 (relating to Ticket sales) and not otherwise; and
- (b) this Hiring Agreement does not create a relationship of landlord and tenant, joint venturers, employment or partnership between the Manager and the Client.

19.11 Entire Agreement

This Hiring Agreement:

- (a) constitutes the entire agreement between the parties as to its subject matter; and
- (b) in relation to that subject matter, supersedes any prior understanding or agreement between the parties and any prior condition, warranty, indemnity or representation imposed, given or made by a party.

19.12 Counterparts

This Hiring Agreement may be executed in any number of counterparts.

19.13 Duty

The Client must pay all duty on this Hiring Agreement and on any document executed to give effect to this Hiring Agreement.

19.14 Dispute resolution

- (a) A party claiming that a dispute has arisen out of or in relation to this Hiring Agreement must notify the other party.
- (b) Within 3 Business Days after a notice is given under sub-clause (a), the General Manager (or equivalent) of each of the parties must meet together and endeavour to resolve the dispute within that 3 Business Day period or such later period as agreed between the parties.
- (c) If the dispute is not resolved in accordance with sub-clause (b), the dispute must be referred:
 - (i) for mediation, in accordance with the Standard Mediation Agreement promulgated by the Resolution Institute or if there is not a Standard Mediation Agreement promulgated by that organisation at the time of the dispute the mediation will be conducted in a manner determined by the mediator (except that the mediation will be conducted on a without prejudice basis); and
 - (ii) to a mediator agreed by the parties, or if the parties do not agree on a mediator, a mediator nominated by the then current President of the New Zealand Law Society or his or her nominee.

20. CONFIDENTIALITY

20.1 Confidentiality of agreement and information obtained

- (a) The Manager and the Client acknowledge and agree that:
 - (i) this Hiring Agreement and its provisions and substance;
 - (ii) all information relating to the Owner, the Manager, the Centre, the Event, or to the operation of the Centre;

- (iii) all information received by the Client in performing the terms of this Hiring Agreement; and
- (iv) all information supplied by the Client to the Manager under or in relation to this Hiring Agreement,
is information of a confidential nature and will be received, supplied and communicated in circumstances of confidence ("**Confidential Information**").
- (b) Each party will receive such information on a commercial in confidence basis.
- (c) Each party will to the fullest extent possible, preserve confidentiality.

20.2 Parties to maintain confidentiality

The Manager and the Client must not disclose any of the Confidential Information to any third party without first obtaining the consent in writing of the other party, except to the extent that:

- (a) the disclosure is required by law or allowed under clause 20.4;
- (b) the disclosure is made by a party to a lender to the party for the purpose of obtaining finance;
- (c) the disclosure is made by either of the parties to its legal or accounting advisers, or a related company;
- (d) the disclosure is necessary to perform the Manager's obligations under this Hiring Agreement;
- (d) the information is or has become public knowledge other than as a result of an unauthorised disclosure by either of the parties; or
- (e) the disclosure is necessarily made by the Client or the Manager in order to comply with any statutory, reporting, or disclosure requirements binding upon it.

20.3 Acknowledgment

Each party acknowledges that:

- (a) it is aware that any breach of this clause 20.3 will result in a party suffering loss, for which damages may not be an adequate remedy;
- (b) the disclosure of Confidential Information to any third party in breach of this clause 20.3 will prejudice the future supply of Confidential Information; and
- (c) in the event of a suspected, anticipatory or actual breach of this clause 20.3 or any obligation of confidentiality under this Hiring Agreement, the parties are entitled to seek and obtain injunctive relief or specific performance;

20.4 Disclosure by the Owner

Notwithstanding the provisions of this clause 20.4, the Client acknowledges and agrees that:

- (a) the Manager may disclose to the Owner certain Event related information and that such information may include Confidential Information of the Client;
- (b) Confidential Information of the Client provided to the Owner by the Manager is provided on the understanding that such information is commercial in confidence information of the Client; and

- (c) use and disclosure of Confidential Information of the Client may be required by law (including under the Official Information Act 1982), Crown or parliamentary convention.

20.5 Continuing obligation

The obligations contained in this clause 20 will remain in full force and effect after the termination in whole or in part of this Hiring Agreement and will not be deemed to be waived, merged or extinguished on such termination.

21. TICKETED EVENTS

21.1 Manager to undertake and manage ticketing

If the Client indicates:

- (a) that Ticketing is required then the Manager will undertake and manage all Ticketing operations, processes and sales (as part of its full venue services) under the terms in the Ticketing Schedule; or
- (b) that there are no Tickets to be issued for the Event, then this clause 21 does not apply to this Hiring Agreement.

21.2 Ticketing information and arrangements

The Client warrants that, before signing this Hiring Agreement and in order to allow the Manager to efficiently carry out its Ticketing operations under clause 21.1(a), the Client has fully disclosed to the Manager the following matters (**Ticketing and Sponsor Disclosures**):

- (a) all proposed arrangements the Client has or may wish to make regarding Presales, Authorised Onsellors, Authorised Resellers, Group Bookings or any other Ticketing matters;
- (b) all proposed arrangements with Event or artist sponsors (including any Tour NRS) and all sponsorship benefits proposed to be delivered at or in relation to the Event Facilities including regarding Ticketing; and
- (c) the proposed prices of all Tickets, including, if applicable, those Tickets to be distributed in Presales and Group Bookings or by Authorised Onsellors and Authorised Resellers or under any other Ticket distribution or packaging arrangements.

If any of the Ticketing arrangements information in Part A of this Hiring Agreement is not completed when this Hiring Agreement is signed, the Client must provide its proposed information in the format required by Part A of this Hiring Agreement at least 4 weeks before it is proposed that Tickets will commence to be sold or distributed (including Presales).

21.3 Reliance on Ticketing and Sponsor Disclosures

- (a) The Client acknowledges that the Manager has relied on the Ticketing and Sponsor Disclosures in entering into this Hiring Agreement and in undertaking and managing Ticketing under clause 21.1(a).
- (b) If any of the Ticketing arrangements information in Item 7 of Schedule 1 of Part A of the Hiring Agreement is not completed when this Hiring Agreement is signed or the Ticketing and Sponsor Disclosures change after signing this Hiring Agreement, the Ticketing arrangements information as provided under clause 21.2 or any resulting changes in the arrangements for undertaking or managing Ticketing under clause 21.1(a) or the Ticketing Schedule, must be first agreed by the Manager, which may give or withhold its agreement in its absolute

discretion or on conditions including conditions regarding the commercial arrangements for the Event under this Hiring Agreement.

- (c) The Client acknowledges that:
- (i) the Manager's policy regarding Ticket sales includes that, on the basis of an Event by Event assessment, a reasonable allocation of Tickets in all seating areas, including premium seating areas, will be available for general public sale after any agreed allocations to Presales, Authorised Onsellors, Authorised Resellers and Group Bookings or other Ticket distribution arrangements; and
 - (ii) the policy in paragraph (i) is reasonable having regard to the interests of members of the public who may wish to attend the Event, the nature of the Event Facilities and the interests of the Owner.

21.4 Ticketing consultation

The Client and the Manager will consult with each other in respect of the Manager's management of Ticketing with a view to ensuring that each party is fully informed of Ticketing issues as they arise and of material changes to Ticketing arrangements before they are implemented.

TICKETING SCHEDULE

1. Tickets to be sold and processed by the Manager

- (a) Subject to this Item 1, the Client appoints the Manager as its exclusive agent to sell all Tickets and agrees that, except with the prior approval of the Manager (which may be given or withheld in its absolute discretion and subject to conditions), all Tickets for an Event may only be sold or otherwise made available by the Manager as agent for the Client and at the prices set out in Part A of the Hiring Agreement.
- (b) The Manager may sell and distribute the Tickets in any way it sees fit (including by the appointment of ticketing service providers, sub-agents, Authorised Onsellers or Authorised Resellers on an event by event or longer term basis), and will consult the Client in relation to the manner of sale and distribution.
- (c) The Manager or its sub-agents or service providers are entitled to charge Patrons fees and charges in respect of the distribution of Tickets including all Ticketing related services or other fees, booking fees, credit card fees, electronic funds transfer fees, telephone booking fees, electronic booking fees, any other fees and transport levies.
- (d) If approved by the Client, such approval not to be unreasonably withheld, the Manager may sell or authorise the sale of Tickets with value added services, such as food and beverage, merchandise, car parking, travel and accommodation, hospitality, "money can't buy" Event experiences and ancillary services. The revenue applicable to the face value of the Tickets sold shall be included in the Gross Box Office Receipts.
- (e) Except as permitted by this agreement, the Client must not permit or procure or otherwise allow the on-sale of Tickets by a purchaser from the Manager (including on any Ticket exchange or similar facility) or any dealing with Tickets which may be in breach of this agreement, the conditions of sale of Tickets or any applicable legislation in connection with the selling of event tickets and the Client must not do anything which may promote or encourage such on-sale or suggest to any person that such on-sales are permitted under this agreement or the conditions of sale or by the Manager.
- (f) Whether Tickets are sold by the Manager or by another person under arrangements approved by the Manager, all Tickets must be issued and processed through the Manager's (or its Ticketing service provider's) Ticketing services system.
- (g) The Client acknowledges that at the date of this agreement, the Manager has appointed Ticketek NZ Ltd, NZCN 670708 as its Ticketing service provider

2. Presales Authorised Onsellers, Authorised Resellers, Group Bookings etc

- (a) The parties acknowledge that the Manager has authorised the Presales, Authorised Onsellers, Authorised Resellers and Group Bookings and other Ticketing arrangements set out in Part A of this Hiring Agreement, subject to any terms and conditions separately agreed between the Manager and any Authorised Onsellers and Authorised Resellers.
- (b) The Client must work with the Manager in respect of the Event build, to place allocations of the Tickets for agreed Presales, Authorised Onsellers, Authorised Resellers and Group Bookings and any other agreed Ticketing arrangements. The Tickets allocated to Presales and Authorised Onsellers and Authorised Resellers must not be large blocks of the front of the price category at the expense of the quality of seats available to the general public in line with the Manager's policy regarding Ticket sales.

3. Client to perform Ticket conditions

The Client must perform all obligations owed to the purchasers of Tickets. The Client indemnifies the Manager and keeps the Manager indemnified in respect of all loss, damage, Indirect Loss and damage, including but not limited to loss of profit arising directly or indirectly out of the Manager selling or otherwise making available Tickets as agent for the Client or making refunds provided that such loss and damage shall not have occurred by reason of the negligence of the Manager and/or its the servants, agents, invitees and licensees.

4. Conditions of sale of Tickets

Subject always to applicable laws, the Manager and the Client agree to comply with the provisions of the Live Performance Australia (LPA) Ticketing Code of Practice as amended from time to time (or any similar code which may be established in New Zealand, or any code which may from time to time be capable of application to the Manager's ticketing operations, that the Manager advises the Client in writing applies) (**Code of Practice**).

Tickets must include the terms, exclusions and conditions on the face or reverse side that are required by the Manager for security, audit and operational reasons. The name of the Centre and Event Facilities is to be included on the face of all Tickets. The standard Conditions of Sale and Terms of Admittance, set out below, must appear on the reverse of tickets for the Event.

"This ticket is sold by the Manager or its agent as agent for the organisation ('seller') responsible for the event. All claims are the sole responsibility of the seller. The ticket is sold subject to the following conditions:

- (a) No refund or exchange on any ticket except in accordance with the Code of Practice.
- (b) The right is reserved to charge a fee for the replacement of tickets. The Manager or its agent reserves the right not to replace tickets where seating is not allocated (general admission tickets).
- (c) The right is reserved to add, withdraw or substitute artists and / or vary advertised programs, prices, seating arrangements and audience capacity.
- (d) The right of admission is reserved and is subject to the seller's and the venue's terms of admission, copies of which are available on request. Late arrival may result in non-admittance until a suitable break in the performance.
- (e) Cameras, audio and video recorders may not be permitted.
- (f) It may be a condition of entry to individual events that a search of person and / or their possessions will be required at the time of entry to the venue. If concerned, please consult the venue.
- (g) This ticket may not, without the prior written consent of the Manager or its agent or the seller be resold at a premium or used for advertising, promotion or other commercial purposes (including competitions, and trade promotions) or to enhance the demand for other goods or services. If a ticket is sold or used in breach of this condition, the bearer of the ticket will be refused admission.
- (h) Entry may be refused if tickets are damaged or defaced in any way or are not purchased from the Manager or its agent or other authorised points of sale."

5. Supply of Ticket information

The Client must give to the Manager as soon as practicable after the signing of this agreement full particulars of:

- (a) the information which the Client requests should appear on the face of the Tickets;
- (b) unless set out in Part A of this Hiring Agreement, the gross sale prices (inclusive of the system booking fee specified by the Manager to the Client) for which the Tickets are to be sold and the price barriers (if any, as approved by the Manager) in respect of which the Tickets are to be sold;
- (c) the persons or classes of persons who are to receive complimentary Tickets or Tickets at concessional prices; and
- (d) any proposed changes to the Ticketing and Sponsor Disclosures.

6. Client to advise sight lines

- (a) Before Tickets for an Event are released for distribution or sale, the Client must give to the Manager the seating plan provided by the Manager clearly marked, as applicable, with:
 - (i) the stage location or performance area;
 - (ii) the stage plan including equipment placements and measurements;
 - (iii) the proposed sound mixing and lighting control positions and their dimensions and height;
 - (iv) the proposed position and dimensions of any other items involved with the Event which may in any way affect sight lines for Patrons; and
 - (v) the seats that the Client requests be distributed or sold to the public, which must have full, clear sight lines of the entire Event.
- (b) The Client warrants to the Manager that it has satisfied itself that all seating areas marked for sale or distribution will have full, clear sight lines of the Event. The Client must notify the Manager if, because of its requirements for an Event or for any other reason, any other areas not marked on the seating plan are likely to have restricted viewing.
- (c) The Manager may withhold from sale certain seating areas marked for sale or distribution by the Client, and may request from the Client further information or details displaying or guaranteeing the adequacy of sight lines for the Event. The Client agrees to provide such details promptly to facilitate Ticket sales or distribution of seats for the Event.

7. Sale of Tickets

- (a) The Manager, its servants, agents and sub-contractors are not liable to the Client for any loss arising from any failure in any Ticketing system or any other matter affecting the sale of Tickets beyond the reasonable control of the Manager.
- (b) The Manager may determine in its absolute discretion the manner of payment for the purchase of Tickets including whether a particular credit/debit card or credit/debit card facility is an acceptable method of payment, provided that the Manager may not, without the approval of the Client, decline to use a manner of payment that is considered a widely accepted manner of payment in comparable venue businesses (but nothing in this item prevents the Manager from implementing reasonable conditions for the use of a particular manner of payment).
- (c) The Client authorises the Manager to recall or render invalid any Tickets sold, resold or resupplied in breach of clause 21.1 or the provisions of this Ticketing Schedule, and to refuse access to an Event to the holder of such a Ticket. The Client indemnifies the Manager from any claim or costs incurred by the Manager in acting on this authorisation.

8. Deemed sale of Tickets

Except for complimentary Tickets made available under Item 12 of this Ticketing Schedule, if a Ticket

is transacted by the Client in any way, that transaction will be taken to be a sale of the Ticket at the full adult Ticket price and that amount will be included in Gross Box Office Proceeds for the purpose of calculating Hiring Fees (if applicable). If a complimentary Ticket is transacted by the Client for cash or Contra, the provisions of this Item 8 will apply as if it were not a complimentary Ticket.

9. Multiple sales of Tickets

If the Manager elects to sell a number of seats (a 'block sale') to a particular individual or organisation, at the request of the Client or otherwise, the Manager may determine the conditions relating to and the method of later distribution or sale of Tickets relating to the block sale. The Tickets must bear the gross sale price on their face.

10. Retention of Tickets for the Manager (House Seats)

The Manager may withhold from sale and distribution Tickets for its exclusive use and without any payment for that area and that number of seats (if any) set out in Schedule 3 of Part A of the Hiring Agreement. Any Tickets withheld but unallocated by the Manager may be released by the Manager for sale after twelve (12) noon on the day of each Event.

11. Retention of Tickets for the Manager (for approved sale)

The Manager may withhold Tickets from sale and distribution for the area and seats specified in Schedule 3 of Part A of the Hiring Agreement on the basis that:

- (a) up until the times referred to in paragraphs (b), (c) and (d) the Manager or its nominee may purchase all or any of the withheld Tickets at usual prices;
- (b) if 30 days before the date of each Event any of the Tickets withheld are not sold, then Tickets will be released for general sale such that no more than 50% of the number specified for approved sale in Schedule 3 are withheld;
- (c) if 5 days before the date of each Event any of the Tickets withheld are not sold, then Tickets will be released for general sale such that no more than 10% of the number specified for approved sale in this Ticketing Schedule are withheld; and
- (d) the remaining Tickets for the Event may be released for general sale by the Manager after twelve (12) noon on the day of the Event.

The revenue from sale of any and all the Manager's for approved sale seats shall be included in Gross Box Office Receipts. The Manager is not liable to the Client for withheld Tickets after they have been made available for general sale or distribution in accordance with this agreement.

12. Retention of Tickets for Client

- (a) The Client may allocate up to 3 percent of the total Tickets available for each Event as complimentary Tickets.
- (b) Any further allocation of complimentary Tickets by the Client may only be made with the consent of the Manager.
- (c) The seats retained for the Client will be in that area and those seats specified as the Client's areas/seats in Schedule 3 of Part A of the Hiring Agreement, or as requested by the Client and agreed in writing by the Manager from time to time.

13. No responsibility for purchase fraud

The Manager and its servants, agents, or licensees are not liable to the Client for any losses in revenue in respect of Tickets because of fraud or non-payment by a purchaser. Any payments voided or refunded to a purchaser may be claimed by the Manager from the Client.

14. Bookings holdings

- (a) Fees and charges made in respect of the distribution of Tickets (including all Ticketing related service or other fees, booking fees, credit card fees, electronic funds transfer fees, telephone booking fees, electronic booking fees, any other fees and transport levies) are the property of the Manager or its Ticketing sub-agent.
- (b) Gross Box Office Proceeds, together with any GST collected in respect of Gross Box Office Proceeds, for each Event must be deposited in the Manager's nominated Bookings Holding Account. The Manager may at any time apply the monies in the Bookings Holding Account as follows:
 - (i) if necessary, in refunds to holders of Tickets;
 - (ii) if required, in payment of the Deposit; and
 - (iii) in whole or partial discharge of any liability of the Client to the Manager under this agreement including Hiring Fees and of any liability of the Client arising in connection with or incidental to the Hiring or otherwise, in which case, the application will be taken to have occurred when the liability arose despite when an entry may have been made in the Manager's accounts.
- (c) All interest income earned in the Bookings Holding Account belongs to the Manager.
- (d) The Client acknowledges that, unless the Manager agrees otherwise with the Client in relation to an Event, the Manager will, in relation to Ticketing for each Event, comply with the Code of Practice.

15. Booking fee reimbursement on cancellation

- (a) If for any reason an Event is cancelled, the Client must immediately arrange an announcement to the public and schedule advertising advising of the cancellation to a level approved by the Manager.
- (b) Unless otherwise advised, full Ticket refunds (including all Ticketing related service or other fees, booking fees, credit card fees, electronic funds transfer fees, telephone booking fees, electronic booking fees, any other fees and transport levies) will be available to Ticket-holders from the point of sale only.
- (c) The Client must pay to the Manager on demand an amount equal to:
 - (i) the total fee income from the sale of Tickets for the Event at the date of cancellation;
 - (ii) any costs incurred by the Manager in facilitating the refunds of Tickets or advertising the cancellation.

16. Refund of purchase price

The Manager may at its discretion refund to any or all of the purchasers of Tickets all or part of the moneys paid for the purchase of Tickets. Refunds may include all Ticketing related service or other fees, booking fees, credit card fees, electronic funds transfer fees, telephone booking fees, electronic booking fees, any other fees and transport levies where applicable, which are recoverable by the Manager from the Client. The Manager may offer a purchaser a replacement Ticket to the Event Facilities for any performance of an Event or a performance of any other event to be staged at the Event Facilities to the satisfaction of the purchaser in lieu of a refund. The Manager is not liable to the Client for any refunds made.

17. Settlement with the Client

- (a) Before the conclusion of each Event, the Manager must give to the Client a provisional statement showing Gross Box Office Proceeds and the application of those proceeds ('**Box Office Statement**') and other Ticketing related reports as agreed by the parties.
- (b) If the Client requests, the Manager will make a provisional settlement with the Client for amounts payable by the Manager to the Client. The Manager may withhold a reasonable amount from the provisional settlement that it requires to assure proper final settlement.
- (c) Within 5 Business Days after the final Event the Manager must give to the Client a final Box Office Statement and the Manager must pay to the Client the moneys due to the Client or the balance of the moneys due to the Client, as the case may be.
- (d) The Client must pay promptly any amounts shown to be due to the Manager on the Box Office Statement which are not paid by the application of Gross Box Office Proceeds.
- (e) The Client must notify the Manager in writing of any error in the final Box Office Statement or of any objection to any charge within 5 Business Days after delivery of the final statement. Unless the Client so notifies the Manager, the statement will be taken to be a true and correct statement of the account between the Manager and the Client.

18. Use of Personal Information

The Client acknowledges that Personal Information (as that term is defined in the Privacy Act 2020) that is collected and provided to the Client in relation to the Tickets may only be used and disclosed by the Client in accordance with, and the Client must comply with, the Privacy Act 2020.

ANNEXURE A

Advertising, Publicity and Promotion Information

1. **Name of Centre**

The Centre will be referred to only as the name specified in Part A.

2. **Event Times**

The Event Commencement time, as detailed in this Hiring Agreement, will be included in each advertisement.

3. **Supporting Acts**

Where applicable, the supporting act for the Event will be included in each advertisement.

4. **Box Office Locations**

Box Office Locations for inclusion in all advertising will be advised by the Manager.

5. **Box Office Trading Hours**

Box Office trading hours will be advised by the Manager.

6. **Telephone bookings**

The availability of telephone credit card bookings will be advised by the Manager.

7. **Internet bookings and information**

Ticket booking and event enquiries online will be advised by the Manager.

8. **Group Bookings**

The availability of group bookings will be advised by the Manager.

9. **Door Sales**

Subject to availability, tickets for an Event will be available at the door 90 minutes prior to commencement of an Event.

10. **Weekends and Public Holidays**

Special arrangements may be made for ticket sales on weekends and public holidays, and the relative details supplied by the Manager will be included in that day's advertising.

11. **Programme**

Where a programme for the Event is to be printed, the Client will submit to the Manager for approval details relating to the Manager or the Centre.

ANNEXURE B

DEED POLL - Guarantee and Indemnity

DEED Poll dated [#Date#].

GIVEN BY

[insert name of guarantor] (the **Guarantor**)

FOR THE BENEFIT OF

ASM Global (NZ) Limited as agent for Rau Paenga Limited (the **Manager**)

AND

Rau Paenga Limited (the **Owner**)

In consideration of the Manager, at the request of the Guarantor, including its respective executors, administrators, successors and assigns, entering into the Hiring Agreement dated [#Date#] for hiring [insert theatre name] ('the Agreement') with the Client the Guarantor agrees with the Manager that:

1. The Guarantor guarantees to the Manager the due payment of all moneys to be paid by the Client under the Agreement and the due performance and observance by the Client of all the terms and conditions of the Agreement on the part of the Client to be performed and observed.
2. The Guarantor indemnifies the Manager and the Owner and agrees at all times to keep the Manager and the Owner indemnified from and against all losses and expenses which the Manager or the Owner may suffer or incur in consequence of any breach or non-observance of any of the terms and conditions of the Agreement on the part of the Client to be performed or observed and the Guarantor agrees that the Guarantor remains liable to the Manager and the Owner under this guarantee and indemnity notwithstanding:
 - (a) that as a consequence of such breach or non-observance the Manager has exercised any of its rights under the Agreement including its rights of termination;
 - (b) that the Client (being a Company) may be wound up or dissolved or being a natural person may be declared bankrupt; and
 - (c) that this guarantee and indemnity may for any reason be unenforceable either in whole or in part.
3. On any default or failure by the Client to observe and perform any of the terms and conditions of the Agreement the Guarantor must pay all moneys payable to the Manager under the Agreement and make good to the Manager and the Owner all losses and expenses sustained or incurred by the Manager or the Owner by reason or in consequence of any such default or failure by the Client in the payment of moneys or in performing or observing any of the terms and conditions of the Agreement without the necessity of any prior demand having been made on the Client.
4. The liability of the Guarantor under this guarantee and indemnity is not affected by the granting of time or any other indulgence to the Client or by the compounding, compromise, release, abandonment, waiver, variation or renewal of any of the rights of the Manager against the Client

or by any neglect or omission to enforce such rights or by any other thing which under the law relating to sureties would or might but for this provision release the Guarantor in whole or in part from the Guarantor's obligations under this guarantee and indemnity.

- 5. Notwithstanding that as between the Guarantor and the Client the Guarantor may be a surety only nevertheless as between the Guarantor and the Manager the Guarantor is deemed to be a primary debtor and contractor jointly and severally with the Client.
6. To the fullest extent permitted by law the Guarantor waives those of their rights as surety or indemnifier (legal, equitable, statutory or otherwise) which may at any time be inconsistent with any of the provisions of this guarantee and indemnity.
7. The covenants and agreements made or given by the Guarantor are not conditional or contingent in any way or dependent on the validity or enforceability of the covenants and agreements of any other person and remain binding notwithstanding that any other person may not have executed or duly executed the Agreement or this guarantee and indemnity.
8. The obligations of the Guarantor under this guarantee and indemnity continues to remain in force until all hiring fees or other moneys payable under the Agreement have been paid and until all other obligations and indemnities have been performed and satisfied and such obligation shall not be reduced or affected by notice of termination or rescission given by either party to the Agreement or the mental illness, death, insolvency, liquidation or dissolution of the Client.
9. If the Guarantor includes more than one person or corporation the obligations under this guarantee and indemnity bind every two or more such persons or corporations jointly and each of them severally.

Executed as a deed.

Executed by [Company] in accordance with the Companies Act 1993:

Signature of director

Signature of company secretary/director

Full name of director

Full name of company secretary/director

[or]

Signed, sealed and delivered by [Name] in the presence of:

Signature of witness

Signature

Full name of witness