

## **Terms and Conditions**

### **1. Your booking for The Pavilion Conference and Reception Centre. Thereafter known as the Pavilion**

- a. Within the terms of this Agreement, you and your Guests may use the floor space of the Pavilion and any conveniences and normal furnishings in the Pavilion during the Booking Period.
- b. The Hirer may also use any electricity or water supplied to the Pavilion for reasonable purposes in connection with the Event during the Booking Period. **Gympie Regional Council** does not guarantee the continuance or adequacy or quality of electricity or water supply for your purposes even if you have made them known to **Gympie Regional Council**.
- c. Your right and that of your Guests to use the Pavilion is a licence only. You and your Guests do not have the right to exclude **Gympie Regional Council** from the Pavilion, even during the Booking Period.
- d. You must use the Pavilion only for the Event and uses reasonably incidental thereto. You must not use the Pavilion, or allow the Pavilion to be used, for any other purpose during the Booking Period.
- e. The Hirer will nominate a representative to undergo a venue induction by a staff member of the **Gympie Regional Council** at commencement of the Booking Period if you have not undertaken one before. It is then the responsibility of the Hirer's representative to induct all other personnel engaged in the event, whether on a volunteer or paid basis.
- f. If the law obliges you to obtain a licence or permit to use the Pavilion or for anything you or your Guests do at the Pavilion, you must obtain and comply with the licence or permit.
- g. **Gympie Regional Council** agrees to use reasonable endeavours to supply requirements for Additional Services that you request **Gympie Regional Council** to supply (if **Gympie Regional Council** agrees to supply the requested Additional Services).
- h. Any space in the Pavilion is hired on a two-hour minimum. If the duration of use is less than two hours, the Hirer will be required to pay for minimum use of two hours.

### **2. Set-up of the space(s) hired in the Pavilion**

- a. By prior agreement with **Gympie Regional Council**, you may be given access to the Pavilion before the start of the

Booking Period to get the Pavilion ready for use during the Booking Period under this Agreement. In that event: you and your Guests will have a licence to come onto the Pavilion during the time or times agreed by **Gympie Regional Council** but only for the purpose of getting the Pavilion ready for use during the Booking Period under this Agreement;

- i. **Gympie Regional Council** may revoke that licence at any time; and
- ii. the conditions of this Agreement apply (with any necessary modifications) while you or your Guests are in the Pavilion for the purpose of getting the Pavilion ready for use during the Booking Period under this Agreement.

### **3. Things you must do to keep the booking**

- a. The following table sets out things you must do in order to keep the booking of the Pavilion, and when you must do them.

<b><i>What you need to do</i></b>	<b><i>When</i></b>
Sign and return this Agreement to <b>Gympie Regional Council</b>	Within fourteen (14) days of placing a tentative booking.
Give <b>Gympie Regional Council</b> evidence of insurance in accordance with clause 14	At time of submission of this agreement.
Pay the Hire Fees & Charges or <b>Gympie Regional Council's</b> estimate of the Fees & Charges	For non-ticketed events, a deposit fee of 25% of the total fee will be charged upon the submission of this agreement. The remainder of the hire fee will be charged post-event.
Pay for the Additional Services in the amount agreed between you and <b>Gympie Regional Council</b> or otherwise determined by <b>Gympie Regional Council</b>	As specified above.
Submit any advertising for the Event for approval by <b>Gympie Regional Council</b>	A minimum, 48 hours prior to its intended placement
Comply with all of these Terms and Conditions	At all times.

- b. If you fail to do any of the specified matters on time, **Gympie Regional Council** may:
  - i. cancel this Agreement; and
  - ii. decline to make the Pavilion available to you, whether or not **Gympie Regional Council** has cancelled this Agreement.

- c. You are not entitled to a refund of the Fees & Charges or any other amount paid or payable under this Agreement, even if you do not use the Pavilion or any services to which the Fees & Charges or other amount relate, except as expressly provided by the conditions of this Agreement.

#### 4. Catering

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- a. This clause applies if the Event is a Catered Event.
- b. For the purposes of this clause, the term "Hirer's Caterer" means a caterer engaged by you or on your behalf to provide catering services at the Pavilion in accordance with the terms of this clause.
- c. The Pavilion is a licensed venue, therefore hirers cannot bring in their own alcohol. If you wish to run the bar with your own alcohol as a not for profit organisation, you must seek the consent of **Gympie Regional Council** and pay a fee to:
  - i. supply your Guests with any wine, spirits, alcoholic or non-alcoholic drinks, refreshments, food, confectionery or other articles or services (excluding programs or Event merchandise) at or from the Pavilion other than as supplied by the Caterer; or
  - ii. bring any such items into the Pavilion.
- d. **Gympie Regional Council** may give or refuse consent as sought in clause 4c above in its sole discretion, and on such terms and conditions as **Gympie Regional Council** reasonably requires. Without limiting any such terms and conditions, the following will apply in any case:
  - i. you will instruct the Hirer's Caterer that it must comply with all reasonable directions of **Gympie Regional Council** in relation to the provision of catering services at the Pavilion;
  - ii. you must indemnify and save harmless **Gympie Regional Council** in relation to any claims, expenses or costs of whatsoever kind which **Gympie Regional Council** may sustain or incur as a result of any failure on the part of Hirer's Caterer to comply with **Gympie Regional Council's** directions and requirements in relation to the provision of catering at the Pavilion
  - iii. where the Pavilion is a licensed venue under the *Liquor Act 1992* ("**the Act**") for which the Caterer holds the liquor license, only the Caterer shall be permitted to supply your Guests with any liquor at or from the Pavilion;
  - iv. where clause 4 d. iii does not apply, but you intend to supply your Guests with liquor at or from the Pavilion:
    - 1. you must provide **Gympie Regional Council** with suitable evidence to show

that the supply of liquor by the Hirer's Caterer at the Pavilion is lawful;

- 2. you must ensure that the Hirer's Caterer adheres to the requirements or conditions imposed by **Gympie Regional Council** in relation to the sale or supply of liquor at the Pavilion including but not limited to the trading hours during which liquor will be supplied; and
- 3. you must indemnify and save harmless **Gympie Regional Council** in relation to any claims, damages, costs or expenses of whatsoever kind sustained or incurred by **Gympie Regional Council** in relation to the sale or supply of liquor by the Hirer's Caterer including but not limited to any claim brought against **Gympie Regional Council** as a result of any breach of the Act.

#### 5. Care of Pavilion

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- a. You must keep the Pavilion in a clean and tidy condition at all times.
- b. You must ensure that you and your Guests do not do any of the following things:
  - i. use any sound, lighting, electrical or other equipment or devices (other than those supplied by **Gympie Regional Council**) without the prior consent of **Gympie Regional Council**. You must ensure that any such equipment complies with any relevant Australian Standards and is used only in accordance with any manufacturers' directions;
  - ii. bring any scenery, curtains, props or flammable material of any kind to the Pavilion unless:
    - 1. they have been fireproofed to the standard required by Queensland laws, and are maintained by you in that fireproofed condition so long as they remain at the Pavilion; or
    - 2. you have sought and been granted the written consent of **Gympie Regional Council**, which consent may be granted or refused in the sole discretion of **Gympie Regional Council**;
  - iii. do anything to overload any electricity supply to the Pavilion;
  - iv. damage, remove or interfere with any part of the Pavilion or any conveniences, appurtenances, fixtures, fittings, equipment or other things in or on the Pavilion;
  - v. damage, block or remove any sinks, drains, toilets or similar equipment;
  - vi. use any conveniences, appurtenances, fixtures, fittings, equipment or other things in or on the Pavilion other

- than for purposes for which they were designed and in a usual and careful manner;
- vii. obstruct or restrict access to any designated exit (whether directly or indirectly); or
- viii. disobey any reasonable directions or requirements of **Gympie Regional Council** regarding noise levels (even if they are stricter than the legal or regulatory restrictions).
- ix. use nails, hooks, screws, tacks or the like, on any part of the Pavilion. No signage shall be affixed by any adhesive mediums anywhere inside the Pavilion without prior permission from **Gympie Regional Council**.
- x. use confetti or other similar materials, either inside or outside the Pavilion.
- c. Before preparing the floor, you must obtain **Gympie Regional Council's** approval of the materials to be used for that purpose.
- c. **Gympie Regional Council** will retain in trust the receipts derived from the sale of all tickets until the later of the following times:
  - i. the conclusion of the Event, or the conclusion of a single performance within the Event to which the receipts pertain (whichever occurs first), to ensure funds are available for any customer refunds required pursuant to the terms and conditions of sale; and
  - ii. you have paid all sums owing to **Gympie Regional Council** whether under this Agreement or otherwise.
- d. You authorise **Gympie Regional Council** to deduct any amount payable by you to **Gympie Regional Council** (whether under this Agreement or otherwise) from the amounts collected by **Gympie Regional Council** and which would otherwise be payable by **Gympie Regional Council** to you.
- e. Unless otherwise agreed by **Gympie Regional Council**, you must withhold from sale four (4) House Seats and reserve them for the use of **Gympie Regional Council**.
- f. Unless otherwise agreed by **Gympie Regional Council**, you must issue any and all holders of a current Queensland Government Companion Card, or equivalent card issued in another State or Territory, with one extra ticket to the Event at no charge and in the same price reserve as the ticket purchased by the Companion Card holder.

## 6. Event Information

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- a. You must promptly inform **Gympie Regional Council** of any change to the Event Information provided to **Gympie Regional Council** including, but not limited to, changes to any artist or any item or work to be performed. Where such a change occurs you must undertake such further publicity at your own expense as **Gympie Regional Council** may require. Alternatively, **Gympie Regional Council** may elect to undertake such publicity in which case you must pay **Gympie Regional Council's** costs and expenses incurred in doing so.
- b. You must advise **Gympie Regional Council** immediately if the Event will or is likely to contain adult content or themes, nudity, coarse language and/or special effects including but not limited to haze, smoke and strobe lighting.

## 7. Ticket sales

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- a. Unless otherwise expressly authorised by **Gympie Regional Council**:
  - i. the sale, printing and distribution of tickets to the Event will be conducted either by or under the supervision and control of **Gympie Regional Council** (at the election of **Gympie Regional Council**); and
  - ii. the receipts derived from the sale of all tickets will be paid directly to **Gympie Regional Council**.
- b. If **Gympie Regional Council** has authorised you to conduct the sale, printing and/or distribution of tickets to the Event, then one week prior to the Event you must advise **Gympie Regional Council** in writing of the number of tickets sold and the seat Pavilions to which those tickets pertain.

## 8. Broadcasting and publication

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

## 9. Advertising and merchandise

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- a. You must not sell or permit to be sold any program or merchandise relating to the Event, or conduct any advertising for the Event, without the consent of **Gympie Regional Council**, which consent may be granted or refused at the sole discretion of **Gympie Regional Council**.
- b. You must not display any advertising material in the Pavilion or surrounds without the consent of **Gympie Regional Council**, which consent may be granted or

refused at the sole discretion of **Gympie Regional Council**.

- c. A commission fee of 10% of gross sales applies for sales of merchandise and programs by professional/commercial and touring organisations. Settlement of merchandise commission must occur at the conclusion of the final performance/event.
- d. With prior permission from the Hirer, **Gympie Regional Council** may photograph or film events and/or duplicate copies of photographs, slides and videos taken by the Hirer. This material may be used by **Gympie Regional Council** for promotional and/or archival purposes.

## 10. Other users of the Pavilion

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

## 11. Safety, Security and Conduct

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- a. You must take reasonable steps to ensure the safety of your Guests at the Pavilion, and the security of valuables and belongings brought onto the Pavilion by your Guests, during the Booking Period.
- b. Smoking is not permitted in the Pavilion. You must ensure that neither you nor your Guests smoke in or in the vicinity of the Pavilion.
- c. You must comply, and ensure that your Guests comply, with:
  - i. **Gympie Regional Council's** reasonable requirements and directions affecting safety and security, including but not limited to the terms of **Gympie Regional Council's** emergency and evacuation plan and the terms of any child protection strategy or policy of **Gympie Regional Council**; and
  - ii. directions given by officers of the police, fire brigade, ambulance service or security services.
- d. You must immediately notify **Gympie Regional Council** of any death or injury of any person in the Pavilion during the Booking Period upon becoming aware of such death or injury.
- e. You must not, and you must ensure that your Guests do not, do any of the following things:
  - i. enter any office, kitchen, storage, backstage or operational areas of the venue which are not within the Pavilion;
  - ii. breach any law;
  - iii. do any act, make any omission or engage in any conduct that prejudices any insurance held by **Gympie Regional Council** for the Pavilion.
  - iv. do any act, make any omission or engage in any conduct that is or could reasonably be expected to become a public nuisance or a nuisance to **Gympie Regional Council** or the owner or occupier of any other premises in the vicinity of the Pavilion.
  - v. do any act, make any omission or engage in any conduct that could reasonably be expected to cause any licence or permit in respect of the Pavilion to be breached, forfeited or suspended or any renewal refused; or
  - vi. do any act, make any omission or engage in any conduct that will or could reasonably be expected to cause **Gympie Regional Council** to suffer any loss, damage or expense or be exposed to any liability.
- f. You must comply with, and ensure that your Guests comply with, any reasonable directions given by **Gympie Regional Council** about:
  - i. the number of people allowed to be on the Pavilion.
  - ii. the use of the Pavilion.
  - iii. looking after the Pavilion; and
  - iv. the provision or completion of an incident report, and/or the provision of information required by **Gympie Regional Council** for the purposes of completing any such report.
- g. **Gympie Regional Council** reserves the right not to admit latecomers to the Event until there arises a suitable break in the Event, the timing of which will to be determined in consultation with you.
- h. It shall be the responsibility of The Hirer to ensure that any form of entertainment performed at the Pavilion during the Booking Period shall not break any laws in force in the State of Queensland governing the standards of decency and moral behaviour.
  - i. The Hirer shall be responsible to ensure that the Pavilion is used in a proper, orderly and lawful manner and will not permit any riotous, disorderly or improper conduct on the premises, nor permit any person who behaves in a riotous, disorderly or improper manner to be or remain on the premises. Nor shall the hirer permit any act, matter or thing to be done on the premises which may cause a

nuisance or annoyance to others or contravene any State Laws.

## 12. End of Booking Period

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- a. You must vacate the Pavilion by the end of the Booking Period.
- b. At the end of the Booking Period, you must:
  - i. leave the Pavilion in a clean and tidy condition;
  - ii. pay for any damage to the Pavilion, or any council owned facilities or equipment that happened during the Booking Period;
  - iii. remove everything that you or your Guests have brought into the Pavilion during the Booking Period or in connection with this Agreement;
  - iv. leave clean any conveniences, appurtenances, fixtures, fittings, equipment or other things in or on the Pavilion that have been used during the Booking Period, and put them back where they were at the start of the Booking Period; and
  - v. otherwise, give the Pavilion back to **Gympie Regional Council** in the same condition as the Pavilion was in at the start of the Booking Period.
- c. You agree to reimburse **Gympie Regional Council** for any cleaning or other costs **Gympie Regional Council** incurs as a consequence of any breach by you of condition 12b above.
- c. To the maximum extent permitted by law, if the goods or services supplied by **Gympie Regional Council** under this Agreement are subject to warranties or terms implied by statute, general law, international convention or custom:
  - i. that can be excluded, restricted or modified by contract – they are hereby excluded; and
  - ii. that cannot be excluded, restricted or modified by contract – the liability of **Gympie Regional Council** for breach of any such warranty or term will be limited at the option of **Gympie Regional Council** (as the case requires) to:
    - 1. in the case of goods, the supply of the goods again or payment of the cost of supplying the goods again; and
    - 2. in the case of services, the supply of the services again or payment of the cost of supplying the services again.
- d. This Agreement will be interpreted and construed and the rights of the parties will be determined in accordance with the law of the State of Queensland and in and by the Courts of Queensland.
- e. **COVID-19** The Hirer will ensure their operations adhere to the current Queensland Government COVID-19 directives in place at the time of their hire of the Pavilion. These are subject to change and hirers are expected to stay up to date with changes. If required based on event type and numbers, an approved Covid Safe Checklist must be provided to venue Management before the event commences. All hirers, artists, event staff, visitors and attendees are required to check in using the Check in Qld app on entry and provide vaccination status if requested by the venue. Social distancing and hygiene requirements must meet all Government directives. Hirers are to comply with all COVID directives and requirements from Pavilion Management to ensure safety and compliance.

## 13. Liability

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

## 14. Insurance

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- a. You must effect and hold public liability insurance to the amount of twenty (20) million dollar indemnifying you and **Gympie Regional Council**:
  - i. for any legal liability with respect to personal injury or property damage arising directly or indirectly from the use of the Pavilion by you and/or your Guests; and
  - ii. for not less than the Public Liability Insurance Amount per occurrence during the Booking Period (or while you or your Guests are at the Pavilion, if outside the Booking Period).
- b. You must also effect and hold any workers' compensation insurance required by law for any person employed or engaged or to be employed or engaged by you during the Booking Period and the period of any licence for getting the Pavilion ready for use during the Booking Period under this Agreement (see condition 2).

- c. You must also effect and hold insurance covering you for loss or damage to any property which you bring into the Pavilion.
- d. The insurances required by conditions 14a., 14b. and 14c. above must be on terms satisfactory to **Gympie Regional Council**.
- e. You must give **Gympie Regional Council** evidence satisfactory to **Gympie Regional Council** that you hold the insurances required by conditions 14a., 14b. and 14c. above at the time of submitting this Agreement.
- f. If you do not give **Gympie Regional Council** evidence satisfactory to **Gympie Regional Council** that you hold the insurances required by conditions 14a., 14b. and 14c. above **Gympie Regional Council** may decline to make the Pavilion available to you.

## 15. Cancellation of this Agreement

- a. The deposit shall be refunded if cancellation of the booking is made no later than six (6) weeks prior to the date of the Booking Period and no deposit shall be refunded if the cancellation is made less than six (6) weeks before the date of the Booking Period. However, if it is claimed by the hirer that extenuating circumstances apply, an application may be made to Council for a refund.
- b. If a hirer of more than one area of the Pavilion cancels the booking in respect to part only of the centre, or if the booking is for multiple performances and any performance is cancelled less than six (6) weeks before the date of the Booking Period, the hiring charge applicable to that cancellation shall be paid in full.
- c. The following table explains when **Gympie Regional Council** may cancel this Agreement and the consequences of cancellation.

<b><i>How this Agreement may be cancelled</i></b>	<b><i>Consequences of cancellation</i></b>
By <b>Gympie Regional Council</b> giving notice before the Event Information Deadline.	You are entitled to a refund of any money you have paid as a deposit or for Fees & Charges under this Agreement, but you do not have any other claim against <b>Gympie Regional Council</b> , including in its capacity as Caterer if acting in such capacity.
By <b>Gympie Regional Council</b> giving notice, even after the Event Information Deadline or during the	You are entitled to a refund of any money you have paid as an Event Prepayment or for Fees & Charges under this

<b><i>How this Agreement may be cancelled</i></b>	<b><i>Consequences of cancellation</i></b>
Booking Period, due to any of the following: <ul style="list-style-type: none"> <li>the Pavilion being resumed, requisitioned or required for a public purpose;</li> <li>the Pavilion being damaged or destroyed so that <b>Gympie Regional Council</b> considers the Pavilion unsuitable for use under this Agreement; or</li> <li>an emergency, danger of damage to people or property or other act or event outside <b>Gympie Regional Council's</b> direct control as a result of which <b>Gympie Regional Council</b> considers the Pavilion should not be used under this Agreement.</li> </ul>	Agreement, but you do not have any other claim against <b>Gympie Regional Council</b> , including in its capacity as Caterer if acting in such capacity.
By <b>Gympie Regional Council</b> giving notice, even after the Event Information Deadline or during the Booking Period, due to a breach by you or your Guests of any of the Terms or Conditions of this Agreement.	You are not entitled to a refund of any money. You must still pay the Event Prepayment, Fees & Charges, Catering Fee, any fee due for Additional Services, and any other sum that has become owing under this Agreement at the time of your breach, in full.

## 16. Force Majeure

- a) In the event of a Force Majeure preventing the Performer or their equipment from being present at a specified venue on the due date as described in the Particulars, the Supplier will work in collaboration with the Presenter to reschedule the performance at a time that is not disadvantageous to the Presenter;
- b) If neither replacement nor rescheduling, acceptable to all parties is possible, and a performance is cancelled due to a Force Majeure, the parties agree that neither shall have cause to claim damages or compensation of any type from the other party for any loss that such cancellation may incur:
- (a) The Performance Fee deposit previously paid by the Presenter will not be refunded to the Presenter and will remain payable to the Supplier.

- (b) In the event that one performance is scheduled and that one performance is cancelled, then the final instalment of the Performance Fee shall not be payable by the Presenter.
  - (c) In the event that multiple performances are scheduled and all the performances are cancelled, then the final instalment of the Performance Fee shall not be payable by the Presenter.
  - (d) In the event that multiple performances are scheduled and a portion of the performances are cancelled, then the relative portion of the Performance Fee relating to the performance(s) that were cancelled, shall not be payable by the Presenter.
  - (e) The Presenter will be liable for loss of income limited to direct local costs that include but are not restricted to venue hire, advertising, hospitality and staffing. The Performance Fee, pertaining to the particular performance that is cancelled, shall not be payable by the Presenter.
  - (f) The Supplier shall be liable for loss of income limited to the Performance Fee for the particular performance that is cancelled.
  - (g) The Supplier shall be liable for previously arranged travel and accommodation costs and Allowances expended.
- c) Termination for a force majeure event shall not be deemed a breach of the Agreement;
  - a) Cancellation or rescheduling of the performance(s) or other services due to Presenter's fiscal insolvency, poor ticket sales, or scheduling problems, or for any other reason, shall not be deemed a force majeure event and the Presenter shall not have the right to terminate this Agreement without liability on the part of Presenter.

## 17. Non-continuous Booking Period

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

## 18. Agency

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- a. For the purpose of this Agreement any action, approval, consent or discretion required to be taken or given by or

on behalf of **Gympie Regional Council** will be sufficiently taken or given if taken or given by **Gympie Regional Council's** Authorised Agent.

- b. For the purpose of this Agreement any action, approval, consent or discretion required to be taken or given by or on your behalf will be sufficiently taken or given if taken or given by the Hirer's Authorised Agent.
- c. Without prejudice to any other means of giving notice any notice given under this Agreement shall be sufficiently given:
  - i. to you if addressed to you or the Hirer's Authorised Agent and served personally on you or the Hirer's Authorised Agent or if forwarded by prepaid post or facsimile or email in accordance with the Agreement Details; and
  - ii. to **Gympie Regional Council** if addressed to **Gympie Regional Council** or **Gympie Regional Council's** Authorised Agent and served personally on **Gympie Regional Council** or **Gympie Regional Council's** Authorised Agent or if forwarded by prepaid post or facsimile or email in accordance with the Agreement Details.

## 19. Privacy

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- a. **Gympie Regional Council** may collect your personal information so that we can administer your request to book the space in the Pavilion for your event. We will not disclose your personal information to any other person unless we are required to by law or you have given your consent.
- b. By completing and signing this form and returning it to **Gympie Regional Council**, you give us your consent to manage your personal information in the manner described in **Gympie Regional Council's** Privacy Statement and in this Agreement.
- c. **Gympie Regional Council** respects the privacy of all customer and business contacts and is committed to compliance with the Information Privacy Principles (IPPs) in the Information Privacy Act 2009 (QLD).
- d. When collecting personal information from third parties **Gympie Regional Council** will provide the third parties with the choice to opt-in to having their personal information shared with you.
- e. **Gympie Regional Council** will only provide a third party's personal information to you if the third party has consented to the data being shared, and on condition that you undertake to comply with the IPPs. In that case:
  - i. the third party's personal information may only be used for the purpose for which the personal

information was disclosed to you by **Gympie Regional Council**, and for which the third party has provided their consent;

- ii. you will not disclose the personal information to anyone unless **Gympie Regional Council** has provided express consent for such disclosure to occur;
- iii. **Gympie Regional Council** will only provide such consent when the third party has provided such consent to **Gympie Regional Council**; and
- iv. you will include a prominent opt-out option on any promotional material sent to third parties obtained through personal information provided by **Gympie Regional Council**. This applies to promotional material in any form, or any other material, whether through traditional print media or through electronic communication, or through any other means.

catering goods and services ordered by you or provided to you for the Event; **less**

- ii. the Catering Prepayment you have paid.
- h. **Catering Prepayment** means the greater of the following:
  - i. the Catering Fee;
  - ii. the Caterer's estimate of the Catering Fee; or
  - iii. **Gympie Regional Council's** estimate of the Catering Fee.
- i. **Catering Requirements** means confirmation of the number of serves and type of catering required.
- j. **Hirer** means the hirer specified in the Agreement Details.
- k. **Hirer's Authorised Agent** means the hirer's authorised agent specified in the Agreement Details.
- l. **Event Information** means the information sought in any questionnaire, form or other request by **Gympie Regional Council** requesting details of the Event including but not limited to the setup, catering, production and ticketing requirements for the Event.
- m. **Event Prepayment** means the amount shown in the Agreement Details if it is indicated there that an Event Prepayment is payable. (Any Event Prepayment paid is credited against the final account.)
- n. **Event** means the event specified in the Agreement Details.
- o. **Fees & Charges** means the aggregate of the amounts chargeable under the Schedule of Fees and Charges as in effect from time to time, for the hire or use of the Pavilion and the other services and facilities that you or your Guests use or which are provided at your or your Guests' request. A copy of the current Schedule of Fees and Charges is attached to this Agreement for guidance purposes only.
- p. **Gympie Regional Council's Authorised Agent** means the **Gympie Regional Council's** Authorised Agent specified in the Agreement Details.
- q. **Guests** means Event ticketholders, Event attendees, your members, officials, staff, volunteers, contractors, guests, invitees, visitors and other persons you allow or invite into the Pavilion whether expressly or impliedly.
- r. **Pavilion** means the part of the venue specified in the Agreement Details.
- s. **Merchandise** is defined as all goods sold which are ancillary (associated) to the primary purpose of the Pavilion hire.
- t. **Public Liability Insurance Amount** means the public liability insurance amount specified in the Agreement Details.

## 20. Definitions

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- a. **Additional Services** means goods or services provided by **Gympie Regional Council** to the Hirer and/or used by the Hirer for which no fee, charge or method of calculation of a fee or charge is set out in **Gympie Regional Council's** Schedule of Fees and Charges as in effect from time to time.
- b. **Agreement** means the Agreement Details and the Terms and Conditions.
- c. **Agreement Details** means the details set out under the heading Agreement Details in this Agreement.
- d. **Booking Period** means the booking period specified in the Agreement Details under Bump In Period, Event Period and Bump Out period.
- e. **Caterer** means the person or entity appointed or approved by **Gympie Regional Council** to provide catering services at the Pavilion (or if there is no such person or entity, means **Gympie Regional Council** itself) and also includes any person who holds a liquor licence for the Pavilion (which may be **Gympie Regional Council** itself).
- f. **Catered Event** means an Event at which you intend for you or your Guests to:
  - i. supply or be supplied with wine, spirits, alcoholic or non-alcoholic drinks, refreshments, food, confectionery or other articles or services (excluding programs and Event merchandise) at or from the Pavilion; and/or
  - ii. bring any such items into the Pavilion.
- g. **Catering Fee** means:
  - i. the sum charged by the Caterer to you or to **Gympie Regional Council** for the for the supply of all



- u. **Pavilion** means the **Gympie Regional Council** facility or premises specified in the Agreement Details.
- v. **we/us** means **Gympie Regional Council**.
- w. **you/your** means the Hirer.
- x. **Force Majeure Event**
  - I. Any act of God;
  - II. Fire, flood, earthquake, storm or cyclone;
  - III. Cessation or interruption of water or electricity supply;
  - IV. War, revolution or any other unlawful act against public order or authority;
  - V. Malicious damage, smoke or explosion;
  - VI. An industrial dispute of any kind;
  - VII. Breakdown of machinery, or unavailability of essential equipment, supplies or services;
  - VIII. A Pandemic, epidemic or disease;
  - IX. A governmental or statutory authority restraint; or
  - X. Any other event which is not within the control of the supplier, which in the opinion of the Supplier makes it impossible or undesirable for the terms of this Agreement to be observed or performed."