

CAIRNS CRUISE LINER TERMINAL

VENUE HIRE DEED

DEED: This Deed is made between **Far North Queensland Ports Corporation Limited ACN 131 836 014** and **[Insert Hirer/Company Name]** (the Hirer).

In the event that the Hirer under the Deed is a company, partnership, agency, firm, club or similar society, the person signing the Deed on behalf of the Hirer represents to Ports North that they have full authority to enter into the Deed on behalf of the Hirer. If the person is not authorised, they will personally be liable for the performance of the Hirer's obligations under this Deed.

DEFINITIONS

In this Deed the following terms have the following meanings unless the context otherwise requires:

Cairns Cruise Liner Terminal means the No3 Wharf Shed building and adjacent wharf and land side areas in Wharf Street, Cairns owned and controlled by Ports North.

Deed means this Venue Hire Deed, and includes any annexures.

Liquor Act means the *Liquor Act 1992* and all Regulations there under.

Ports North means Far North Queensland Ports Corporation Limited ACN 131 836 014.

Manager means the person nominated by Ports North in all matters relating to the Event to which the hire relates.

Venue means the Cairns Cruise Liner Terminal.

TERMS OF HIRE

Ports North agrees to let, and the Hirer agrees to hire, the venue between *[Insert start time]* on *[Insert date]* and *[Insert finish time]* on *[Insert date]* on the terms and condition contained in this Deed.

BOOKINGS

Tentative

Ports North will hold a tentative booking for a maximum of 7 days from the date of confirmation by Ports North to the Hirer that a tentative booking has been recorded. If the Event is not confirmed with the receipt of the required deposit and a completed Venue Hire Deed is not received by Ports North within this time, Ports North reserves the right to release the space without notice.

Deposit

Ports North reserves the right to determine the amount of any deposit payable for an Event in its absolute discretion. Unless otherwise specified, the deposit amount shall be that amount which is 15% of the quoted hire charge.

Cancellations

All cancellations are required to be advised in writing by the Hirer. In case of an Event being cancelled the following terms are applicable. *Please note deposits are non-refundable.*

(Expected revenue refers to the function centres revenue not that of the client)

If a booking is cancelled, the following charges will apply:

Over 60 days prior to the function, any deposit paid will be forfeited.

Between 60 days and 31 days prior to the event date, a charge of 50% of the quoted hire charge for the event will be applied.

Less than 30 days prior to the event date, in addition to the deposit paid, a charge of 100% of the quoted hire charge for the event will be applied.

Payments

All accounts for hire of the venue must be settled at least 60 calendar days prior to the event by cash, credit card, guaranteed cheque or direct deposit. Outside this time the contract will automatically be terminated and the cancellation charges will apply.

Payments made by credit card will incur a transaction fee of 3%.

PRICES

All prices quoted are inclusive of GST (Goods & Services Tax) at the current rate. Ports North will issue a receipt for amounts paid, which will constitute a Tax Invoice for GST purposes.

Ports North endeavours to maintain prices as quoted, however prices are subject to change without notice.

DRY HIRE

The Cairns Cruise Liner Terminal is a "Dry Hire" venue. Supply, installation, operation and removal of all furniture, equipment, (including audio visual and catering) and consumable items required for the Event is to be provided by the Hirer at the Hirer's cost.

SERVICE PROVIDERS

All event services are to be provided only by suitably qualified and experienced service providers acceptable to Ports North. Ports North has in place a panel of service providers that have been pre-qualified by Ports North to provide specified services at the Cairns Cruise Liner Terminal. Details of these providers can be made available to the Hirer on request.

CLEANING

General and normal cleaning is included in the cost of the venue hire. You may incur additional charges where an event has created cleaning requirements that are considered by Ports North, in its absolute discretion, to be over and above normal cleaning.

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DAMAGES

The Hirer is financially liable for any damage sustained by the venue property whether through the Hirer's own actions or through the action of their appointed agents, contractors or any other persons the Hirer has present at the venue.

SECURITY BOND

Ports North may require a security deposit to be paid, in addition to the hire charge, prior to hiring the venue. If the venue is returned to Ports North in a clean and undamaged state and Ports North has incurred no other loss in connection with the Hirer's occupation of the venue, Ports North will refund the security deposit to the Hirer.

If Ports North determines that the venue is damaged, in need of cleaning or that Ports North has otherwise sustained any damage or loss in connection with the Hirer's occupation of the venue, Ports North may apply all or part of the security deposit towards that damage or loss. If the damage or loss is more than the amount of the security deposit, the Hirer will immediately pay to Ports North, as a debt due and payable, the additional costs of the damage or loss upon Ports North's request.

ENTERTAINMENT

Ports North retains the right to control the level of music/noise created, if deemed necessary. All externally arranged entertainment needs to be approved in writing by the Manager prior to commencement.

SPECIAL EFFECTS

No special effects, including smoke machines, special balloon effects and/or pyrotechnics, can be operated without prior written consent from Ports North. The Hirer will be liable for all claims, actions, suits, proceedings, demands, costs (including solicitor and client costs), expenses and losses sustained or incurred by the venue including any damage sustained to the property of Ports North due to, arising out of or in connection with the use of special effects.

POLICY ON SMOKING

The Cairns Cruise Liner Terminal is a non-smoking environment. Outdoor areas, as nominated by the Manager, may be made accessible to smokers. It is the Hirer's responsibility to properly delineate the designated area, including erection of signage and placement of receptacles and to properly clean the designated area, including removal of all butts and emptying of the receptacles following use.

DISPLAY / SIGNAGE & DECORATIONS

Nothing is to be nailed, screwed or adhered in any way to any wall, door or any other part of the Cairns Cruise Liner Terminal or any of its venues, unless granted prior permission by Ports North or the Manager.

Decorations, posters or signage must not be fixed to any walls or doors containing graphics or photos.

These graphics are an applied finish to the painted wall and therefore they are easily damaged with tape.

The use of confetti and glitter is not permitted and will incur a cleaning charge. All decorations are to be removed at the completion of the function.

SAFETY FENCING

The venue is located in a working port area. Therefore, where hire of the venue, includes use of any adjacent wharf deck area, it is a requirement that temporary fencing be erected. The required fencing will be provided and erected by Ports North or its contractor. The Hirer acknowledges that a charge for the provision of temporary fencing, where required will be payable by the Hirer to Ports North.

Where the hire does not include use of the adjacent wharf deck area, the waterside doors must remain closed or appropriate barriers erected across the doorways at all time during the event, to prevent access on the wharf deck.

SECURITY

It is a condition of the venue hire that appropriate number/s of licensed security personnel are on hand at all times to police the conduct of attendees. The number of security personnel required will be determined based on the nature of the event and the number of attendees. Ports North will engage the security personnel and the Hirer acknowledges that a charge for provision of security will be payable by the Hirer to Ports North.

USE

Ports North does not warrant that the venue is suitable for the Hirer's intended use. The Hirer confirms that it has made its own enquiries as to whether the venue is appropriate for its use.

INSURANCE / DAMAGES / LIABILITY

Ports North requires that Hirers arrange their own insurance for events. The Hirer will be responsible for the loss or destruction, or damage to, any Ports North property or any part of the venue or for any claim or loss, damage or injury however caused by the Hirer or its employees, contractors, agents, guests or any other person. Should any damages occur, the Hirer will be charged for repairs.

Ports North takes all possible care but cannot accept any responsibility for damage to or loss of, property, equipment or articles left on the premises by Hirers, their appointed agents or invited guests.

The Hirer must itself, or through its authorised agent, insure itself against liability for injury, loss or damage arising from or in respect of the Hirer's use of the venue and associated activities. Written evidence of such insurance must be provided to Ports North no later than 30 days prior to the Event date. Minimum liability cover is to be \$10 million.

INDEMNITY

The Hirer must indemnify Ports North against liability for injury, loss or damage arising from or in respect of the Hirer's use of the venue and associated activities by executing the form of indemnity at *Annexure A* to this Deed.

NUISANCE

The Hirer must ensure that the use authorised does not cause a nuisance. In particular, the Hirer is required to ensure that noise levels are maintained at all times within the levels prescribed by all relevant laws and regulations, including the Local Government's Local Laws, including those relating to noise, so that the use or activity authorised under this Deed does not cause a nuisance.

NOISE

The *Environmental Protection Act 1994* specifies noise standards, including for noise emitted from indoor venues and open-air events.

In accordance with the legislation if a noise emission is found to be an unlawful emission the Local Government may issue a direction notice to the person responsible for the emission. A direction notice may be issued to the person requiring the person to remedy the contravention. If the direction notice is not complied with Council may issue an on the spot fine or commence prosecution.

The Hirer must ensure that the relevant noise standards are adhered to which, for the venue, are as follows:

Indoor venues

<i>7am - 10pm</i>	no more than 5dB(A) above the background level
<i>10pm - Midnight</i>	no more than 3dB(A) above the background level
<i>Midnight - 7am</i>	no audible noise permitted

Open-air events

<i>7am - 10pm</i>	no more than 70dB(A)
<i>10pm - Midnight</i>	no more than the lesser of the following 50dB(A) and 10dB(A) above the background level
<i>Midnight - 7am</i>	no audible noise permitted

Where it is likely that noise levels will exceed maximum levels, the Hirer will need to seek approval for higher levels from the relevant agencies.

PERFORMANCE BY PORTS NORTH

Ports North will not be liable for any non-performance of its obligations under the contract in the event such non-performance is caused or contributed by riot, fire, war, terrorist acts, acts of God, labour disputes, government regulations, flood, cyclone, storm surge and other force majeure events.

DIRECTIONS

The Hirer, its employees, contractors, agents and all persons in attendance at the Event must comply with all lawful requirements and directions of Ports North and its authorised officers (including the Manager).

OCCUPANCIES

Due to fire/life/safety regulations, all maximum occupancy numbers must be adhered to at all times.

BOOKING OF OTHER FUNCTIONS & OR EVENTS

Ports North reserves the right to book other Events in other venues within the Cairns Cruise Liner Terminal precinct simultaneously with a scheduled Event. Please discuss any issues this may have for your function with the Manager.

VEHICLE MOVEMENTS AND CAR PARKING

Ports North is not responsible for the availability of parking for Hirers or their guests at any time. The Manager may be able to provide information on public transport and car parking information. If the Hirer or other attendees park their vehicles in a carpark operated by Ports North, they do so at their own risk.

Driving and parking of vehicles on any grass areas, and other designated non parking areas, as signed, is strictly prohibited, unless prior permission has been obtained from Ports North or the Manager.

LICENCES AND PERMITS

The Hirer must ensure that its use of the venue is lawful. The Hirer, its agents and contractors are required to obtain all approvals, licences or permits required under any local law, Act or Regulation, including but not limited to Liquor licences required under the Liquor Act should the sale and/or service of alcohol be involved., and are required to comply with the terms and conditions of such approvals and licences.

NO ASSIGNMENT

The obligations under this Deed are personal to the Hirer and the Hirer may not assign this Deed.

TERMINATION OF EVENT

If the Hirer breaches a term of this Deed, Ports North may terminate this Deed and terminate the Hirer's function at the venue, either before or during the function. Ports North will notify the Hirer immediately if Ports North intends to terminate this Deed.

SPECIFIC CONDITIONS OF HIRE:

The Hirer is required to:

- Restrict the use or activity to authorised times as specified.
- Protect the safety of persons who may be involved in or affected by the use or activity authorised.
- Ensure all electrical equipment, leads and appliances used in connection with the Event have a current electrical certified test and tag sticker.
- Ensure the proper operation and maintenance of all equipment and facilities, including all Ports North property and equipment. Where Ports North incurs costs or expenses in rectifying any damage caused or contributed to by the Hirer in connection with the Event, the Hirer will be liable for payment of those costs or expenses to Ports North.
- Remove any rubbish created by the use or activity, and to ensure it is placed in the approved receptacles so that the area used is kept in the same condition as before the use or activity commenced. In the event that Hirer does not adhere to this condition additional penalties may apply.
- Ensure that operations and activities associated with the Event are not to impede the operations of other port users.

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- Adhere to all relevant requirements of the *Workplace Health and Safety Act 1995*.and to ensure site safety and security at all times.
- Undertake a site inspection with a Ports North authorised representative prior to the event to ensure a thorough knowledge of the site including security, power, water, and safety procedures. The Hirer is responsible for arranging this inspection
- Obtain any other necessary approval, lease, licence or permit under any other local law, Act or Regulations. Including but not limited to Liquor licence should the provision or sale of alcohol be involved.
- Ensure that all bar staff are accredited in the responsible service of alcohol (RSA) where alcohol is served.
- Ensure that “No Alcohol Beyond this Point” signage is to be displayed at all entry / exit points.

- Ensure that, where food is being provided/sold to attendees the food provider holds all required licenses and permits and must be able to produce this license on request.

Ports North reserves the right to photograph and/or video the hirer’s use of the venue during the period of hire unless specifically asked not to do so.

Nothing in this Deed shall allow the Hirer any right to use any intellectual property of Ports North for any purpose.

This Deed and the Indemnity attached hereto must be completed and signed by the Hirer or a person authorised by the Hirer and returned to Ports North, together with a **copy of the Hirer’s current Public Liability Insurance Policy** and any other required permits and licenses, prior to entry onto the site and commencement of use.

Executed by for or on behalf of the Hirer as a Deed by:

NAME _____	
SIGNATURE _____	WITNESS _____
POSITION _____	SIGNATURE _____
DATE _____	DATE _____

DEED OF INDEMNITY AND UNDERTAKING

**FAR NORTH QUEENSLAND PORTS CORPORATION LIMITED
ACN 131 836 014**

made this [Insert Day] of [Insert Month] 20[Insert Year]

In consideration of Far North Queensland Ports Corporation Limited (Ports North) allowing **[Insert Hirer/Company Name]** (the Hirer) access to Ports North land and facilities at the Cairns Cruise Liner Terminal (The Site), for the purpose of **[Insert the Purpose]** (the Purpose) The Hirer, their permitted assigns and successors do hereby formally indemnify and save harmless Ports North, its officers, servants and agents from and against all actions, suits, demands, costs, losses, damages and expenses of any sort whatsoever which may be brought against or made upon Ports North or which Ports North may pay, sustain or be put to by reason of any loss of life or injury or damage to any person or property (including any property owned by Ports North or the Hirer, its servants or agents, caused by or arising in any manner whatsoever from the use by the Hirer of the Site for the Purpose commencing on [Insert Start Day & Date] at [Insert Start Time] hours until [Insert Finish Day & Date] at [Insert Finish Time] hours or until such time as completion of use of the site and all associated vehicles and equipment is removed from Ports North lands and the Site vacated **PROVIDED HOWEVER** that such loss of life, injury or damage shall not have arisen from the action or lack of action on the part of Ports North, its officers, agents or servants **AND** the Hirer hereby undertakes to put in place and to keep current a policy of insurance in terms satisfactory to Ports North to cover any loss, damage or injury in respect of which by virtue of this indemnity the Hirer does indemnify Ports North, a copy of which is to be attached to this Deed of Indemnity and Undertaking, and the Hirer shall at any time upon request by Ports North forthwith produce to Ports North evidence of the insurance cover thereby provided.

Executed by for or on behalf of the Hirer as a Deed by:

NAME _____	
SIGNATURE _____	WITNESS _____
POSITION _____	SIGNATURE _____
DATE _____	DATE _____

Executed by Ports North as a Deed:

NAME _____	
SIGNATURE _____	WITNESS _____
POSITION _____	SIGNATURE _____
DATE _____	DATE _____