EVENT AGREEMENT

NSW Parliament House Venue Hire

Terms and Conditions

1. Booking confirmation and deposit

1.1. Subject to clause 1.5, these Terms and Conditions, together with the attached Event Proposal, when executed by the Client comprise the Agreement.

1.2. The Client should check the Event Proposal carefully and must notify Parliamentary Catering of any changes required as soon as possible and in any event within 14 days of receiving the Proposal. If any such changes are accepted by Parliamentary Catering, Parliamentary Catering will incorporate them into a new Proposal and provide it to the Client.

1.3. The Event Proposal, together with these Terms and Conditions, constitutes an offer made by Parliamentary Catering to the Client ("**Offer**"), which will lapse if the Client does not accept the Offer in compliance with clause 1.4 within 14 days of receipt, or such further date as Parliamentary Catering may agree in its sole discretion.

1.4. To accept the Offer, the Client must:

a) sign this Agreement without any alterations or amendments (see the last page) and return it to Parliamentary Catering; and

b) make the deposit payment as specified in the Proposal ("**Deposit**");

within 14 days of receiving the Offer, or such further date as Parliamentary Catering may agree in its sole discretion.

1.5. Both parties will be bound by this Agreement when Parliamentary Catering notifies the Client by email or otherwise in writing that it has received the signed Agreement and the Deposit.

2. Supply of food and beverages

2.1. Parliamentary Catering will provide food and beverages as set out in the Proposal (as varied from time to time by agreement between the parties), subject to this Agreement.

2.2. Parliamentary Catering is the sole supplier of all food and beverages provided in the venues it is authorised to hire out. The Client will not supply any food or beverages for the Event, or arrange for any third party food or beverages to be supplied for the Event, without the prior written approval of Parliamentary Catering. If such approval is granted, it may be subject to conditions, including payment of corkage or other service charges. In addition, any such approval is conditional upon the third party food or beverages and the manner in which they are transported and served strictly complying with the requirements of the Food Act 2003, Hazard Analysis Critical Control Point (HACCP) requirements and any further requirements advised by Parliamentary Catering.

3. Responsible service of alcohol (RSA)

The Client accepts and agrees that:

3.1. Parliamentary Catering staff (who are RSA accredited), provide service of alcohol as delegates of the Executive Manager, Parliamentary Services (the Liquor Licensee).

3.2. Alcohol service for the Event will cease 10 minutes prior to the scheduled conclusion of the Event. Other beverages continue service until the scheduled conclusion time.

3.3. Parliamentary Catering may refuse service of alcohol to any person believed to be intoxicated and/or request their departure from the Parliamentary precincts.

3.4. Any person involved in any disorderly, offensive or improper conduct will be requested by Parliamentary Catering or Parliament House security to leave the Parliamentary precincts.

3.5. Persons under the age of 18 years may attend a function where alcohol is served as long as they are under the control of a responsible adult and their movements are restricted to the event location.

3.6. Beverages are not permitted on the front veranda or courtyard of the historic building facing Macquarie Street.

4. Room allocation

The Client accepts and agrees that Parliamentary Catering reserves the right (following reasonable discussion with the Client) to assign another room for the Event if the original room is unavailable due to the requirements of the working Parliament or for any other reason.

5. Confirmation of guests and menu selection

The Client agrees to comply with the following schedule.

Period	Action
14 days prior to the start of the Event	The Client must provide the finalised Menu selection and beverage packages together with best estimate of guest numbers
7 days prior to the start of the Event	The Client must confirm: 1. Final guest numbers 2. Vegetarian and other special dietary requirements
Within 7 days of the start of the Event	Client to inform Parliamentary Catering of any further alterations to guest numbers, menu or beverage orders, or any other requirements. Note such alterations may give rise to Additional Charges (cl. 10).
At least 24 hours prior to the start of the Event	The Client must provide a complete guest list to Parliamentary Catering, highlighting any VIPs and dignitaries.

6. Entertainment

6.1. The Client agrees that it will not engage entertainment for the Event without the prior written approval of Parliamentary Catering.

6.2. Where permission has been granted for a band or other entertainment for the Event, the Client agrees to comply with any reasonable request by Parliamentary Catering to lower volume levels and/or use an automatic sound level monitor.

6.3. The Client agrees that any performer engaged for the Event who wilfully ignores directions from Parliamentary Catering or could, in the reasonable opinion of Parliamentary Catering, bring the Parliament into disrepute, may be refused permission to perform, or may be required to cease performing, within the Parliamentary precincts, and may be required to leave the Parliamentary precincts.

6.4. Pyrotechnics are not permitted within the Parliamentary precincts. Smoke machines and special effects are not permitted unless prior written approval has been obtained from Parliamentary Catering.

7. Use of cameras & video recording equipment

The Client agrees that:

7.1. it will not make, broadcast or publish, or procure or authorise the making, broadcast or publication of, any film, record or photograph at the Event without the prior written approval of Parliamentary Catering;

7.2. in any case, the Client will not make or procure the making of any film, record or photograph in relation to the Event in any part of the Parliamentary precincts apart from the room or rooms allocated for the Event; and will not photograph, film or record any Members of Parliament; and

7.3. the Client must inform the guests at the Event that they are not permitted to do the acts described in clause 7.2.

8. Payment

8.1. The Client must pay the Deposit as set out in clause 1.4.

8.2. The Client must pay the remainder of the Total Cost at least 7 days prior to the start of the Event, in accordance with a tax invoice to be provided by Parliamentary Catering.

8.3. Where the Client incurs Additional Charges under clause 10, Parliamentary Catering will issue a final invoice at the conclusion of the event ("**Final Invoice**"), which the Client must pay within 7 days.

8.4. If the Client wishes to dispute the amount of the Final Invoice, it must notify the Director, Parliamentary Catering in writing of its reasons for disputing the amount, within one week of the date of the invoice.

8.5. Any payment under this Agreement which is overdue by more than 60 days will be subject to interest at the rate of 2% per month payable from the date that the payment is due up to and including the date it is paid. Any expenses, costs or disbursements incurred by Parliamentary Catering in recovering any outstanding payments including dishonoured cheques, debt collection agency fees and solicitor costs must be paid by the Client.

9. GST

9.1. To the extent that a party to this Agreement ("**GST Supplier**") is or becomes liable to pay GST in connection with any Supply made under this Agreement and the amount of any such GST is not included in the amount payable under this Agreement:
   a) the GST Supplier may add to the price of the Supply an amount equal to the GST payable on the Supply ("**GST Amount**").
   b) the other party will pay the GST Supplier the price for the Supply in accordance with this Agreement plus the GST Amount.

9.2. If, for any reason, the GST Supplier's GST liability in respect of a particular Supply is different from the amount of GST paid by the other party:
   a) the GST Supplier must immediately repay to the other party the amount of any excess paid by the other party above the GST Supplier's GST liability; or
   b) the other party must pay the deficiency in the amount previously paid by the other party to the GST Supplier for that Supply, as appropriate.

9.3. In this clause, "**GST**" has the meaning given to this term in A New Tax System (Goods & Services Tax) Act 1999, related legislation and any delegated legislation made pursuant to such legislation.

10. Additional Charges

10.1. The Client agrees to pay the Additional Charges provided for in this clause, as applicable.

10.2. If the Client or any of its officers, employees or contractors ("**Personnel**") or guests remain in the building for more than 30 minutes after the end time for the Event (or of that day of the Event) as set out in the Proposal ("**Grace Period**"), the Client will, if required by Parliamentary Catering, pay Additional Charges calculated on the basis of the hourly rates (set out in the Proposal or as otherwise advised by Parliamentary Catering) for:
   a) hire of the room, charged as one hour for each hour, or part of an hour, from the end of the Grace Period until all Personnel and guests of the Client have left the Parliamentary Precincts.
   b) Staffing costs for any Parliamentary Catering or Parliament House staff or security required, charged as one hour for each hour, or part of an hour, from the end of the Grace Period until all Personnel and guests of the Client have left the Parliamentary precincts.

10.3. If the Client makes any change to the details set out in the Proposal after the date of the tax invoice provided by Parliamentary Catering under clause 8.2 (including but not limited to the number of guests, catering or beverage order or equipment required) ("**Late Changes**"), it will pay Additional Charges based on the rates set out in the Proposal.

10.4. For the avoidance of doubt, if the Client makes any Late Changes that would, if incorporated into the Proposal, have reduced the amount of the Total Cost, no refund amount will be paid by Parliamentary Catering.

11. Cancellation of the Event by the Client

11.1. If the Client wishes to cancel the Event, it must immediately notify Parliament in writing of the cancellation and the reasons.

11.2. If the Client cancels the Event:
   a) Parliamentary Catering will not be required to repay the Deposit; and
   b) If the Client cancels less than 14 days before the Event, Parliamentary Catering may require the Client to pay a cancellation fee calculated according to the following schedule.

2. Cancellation Period	Applicable Fee
Between 2 and 14 days	40% of the Total Cost or costs incurred, whichever is greater
Between 24 and 48 hours	75% of the Total Cost or costs incurred, whichever is greater
Less than 24 hours	100% of the Total Cost, less any labour costs that can be mitigated

11.3. For the avoidance of doubt, postponement of the Event to a different date is treated as a cancellation in accordance with this clause.

12. Cancellation of the Event by Parliamentary Catering

12.1. If Parliamentary Catering wishes to cancel the Event for any reason (other than a breach of the agreement by the Client or an event of Force Majeure), it will immediately notify the Client. In this case:
   a) This Agreement is terminated from the date of the notice.
   b) The Client will not be required to pay any amount of the Total Cost that is outstanding; and
   c) Subject to clause 21.4, Parliamentary Catering will reimburse the Client for all reasonable costs directly caused by the cancellation that cannot reasonably be mitigated and which can be substantiated by the Client with documentary evidence. The Client undertakes to take all practical steps to mitigate such costs wherever possible.
   d) Parliamentary Catering's obligation to reimburse the Client under this clause shall be reduced proportionally to the extent that any act or omission by the Client contributed to the cause of the cancellation.
   e) An amount payable under clause 12.1 is in total satisfaction of the liability of Parliamentary Catering to the Client in respect of this Agreement and its termination.

13. Responsible Person and Welcome Ambassador

13.1. The Client is required to nominate a **Responsible Person** who will need to be in attendance during the entire function.

13.2. On arrival, the Responsible Person must sign in at the Parliament's security desk for a security pass which must be returned to the front reception desk when exiting the building.

13.3. The Responsible Person must remain with the Event guests until the last guest exits Parliament House and must ensure guests are made aware of emergency evacuation procedures.

13.4. In addition, the Client must provide a "**Welcome Ambassador**" to greet and direct guests from the Legislative Assembly reception area to the Event venue.

14. Nature of Parliament House

14.1. The Client acknowledges that Parliament House is a historic building, is the location of a working Parliament and is subject to legislation, security arrangements and other issues that may affect the conduct of the Event in various ways, including but not limited to those mentioned in this Agreement.

14.2. The Client acknowledges that under the Parliamentary Precincts Act 1997, an authorised officer may direct persons to leave or not enter the Parliamentary precincts.

14.3. As a working Parliament, Chamber bells may ring summoning members to their respective Chambers on sitting days which may temporarily interrupt the Event. The Client accepts and agrees that while the bells sound and the yellow lights flash, passenger lifts are dedicated for members and cannot be used by visitors or staff, including guests or staff at the Event.

15. Security

15.1. All Personnel and guests of the Client must go through security screening and inspection of personal possessions on arrival at the Event. If required by Parliament House staff, all staff and guests of the Client must wear tags or other identification provided by Parliament House security.

15.2. Prohibited or offensive implements, drugs or other substances are not permitted and must be surrendered to NSW Police Force Special Constables. Items such as scissors, nail files, pocket knives or sharp items must not be brought into Parliament House.

15.3. All Personnel and guests of the Client must comply with reasonable directions given by NSW Police Force Special Constables or an Authorised Officer, including directions to leave, or not enter, the Parliamentary precincts.

15.4. Facial identification may be required upon request by NSW Police Force Special Constables or an Authorised Officer.

15.5. Demonstrations or protests are not permitted within the parliamentary precincts. All Personnel and guests of the Client must comply with the Parliament Demonstrations Policy, a copy of which will be supplied upon request.

15.6. All Personnel and guests of the Client must stay within the public areas of Parliament House or the rooms allocated to the Event, unless escorted by a Parliamentary security pass holder

15.7. Supplier or contractor deliveries to Parliament House must pre-book their arrival/bump in or bump out through Parliamentary Catering. Loading dock times are from 6.30am – 4.30pm Monday to Friday and weekend by special arrangement.

15.8. The Parliament may engage NSW Police Force Special Constables to provide security for certain events, such as those occurring after-hours. The cost of the security will be incorporated into the Total Cost and into Additional Charges, if applicable.

16. Advertising & Endorsement

16.1. The Client agrees that it will not use the name or branding of the Parliament (including the Parliamentary crest) in connection with the Event without written permission, which may be requested via Parliamentary Catering.

16.2. The Client agrees that it will not set up any banners, signage or lighting without the prior written approval of Parliamentary Catering, which may impose charges for supervision of installation and removal, and any after hours or additional assistance required.

17. Warranties

17.1. The Client warrants that:

a) The Event will be conducted in a manner that is safe and complies with the Client's obligations under the Work Health and Safety Act 2011.

b) The Client, its Personnel, and guests attending the Event, will comply with all safety and security requirements and directions of Parliamentary Catering, NSW Police Force Special Constables and other security officers at Parliament House.

c) The manner in which the Event is conducted, and any entertainment or advertising connected with the Event, will not be defamatory, offensive or obscene or illegal.

d) The Client has obtained all necessary permissions, licences and clearances from the relevant rights holders and copyright collecting societies (including, if applicable, the Australian Performing Rights Association and Phonographic Performance Company of Australia) to promote and conduct the Event without infringing the intellectual property rights, moral rights or performers' rights of any person.

e) For more information http://apraamcos.com.au/music-customers/licence-types/event-licences/

17.2. Parliamentary Catering makes no warranties or representations that the Venue and Equipment will be adequate or fit for the purposes of the Client or the Event. The Client acknowledges and warrants that it has had the opportunity to inspect the Venue and Equipment and has either:

a) inspected the Venue and Equipment and is satisfied with them; or

b) decided not to inspect the Venue and Equipment.

18. Indemnity & damage

18.1. The Client indemnifies Parliamentary Catering and its officers, employees and contractors ("**Those Indemnified**") from and against all actions, proceedings, claims demands, costs, losses, damages and expenses (including legal expenses) which may be brought against, made upon, or suffered by any of Those Indemnified arising from or in connection with:

a) Any breach of this Agreement by the Client or its Personnel;

b) Injury or damage to any person or property caused by the Client or its Personnel or guests occurring in the Parliamentary precincts in connection with the Event;

c) infringement or alleged infringement of intellectual property rights by the Client or its Personnel or in connection with the provision or promotion of the Event;

d) any defamation or alleged defamation associated with the Event; or

e) any unlawful or negligent act or omission by the Client or its Personnel in connection with the Event or this Agreement.

18.2. The Client's liability under clause 18.1 shall be reduced to the extent that any unlawful, wrongful or negligent act or omission of Those Indemnified contributed to the liability or loss.

19. Insurance

19.1. Without limiting the Client's obligations under this Agreement, the Client must effect and maintain the following insurances for the Event with a reputable insurer and on terms acceptable to Parliamentary Catering as set out in this clause.

19.2. 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 Parliamentary Catering or for which Parliamentary Catering may be responsible, where the occurrence happens during the period in which Parliamentary Catering agrees to grant the Client (or its representatives) access to the Parliamentary precincts;

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 Parliamentary precincts, where the occurrence happens during the period in which Parliamentary Catering agrees to grant the Client access to the Parliamentary precincts; and

c) is for a limit of liability, for Public Liability insurance, of the amount stated in the Proposal.

19.3. The Client must effect and maintain a Workers' Compensation or equivalent policy of insurance which complies with all relevant statutory or other legal obligations.

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

19.5. If requested by Parliamentary Catering, the Client must provide Parliamentary Catering with certificates of currency in respect of the insurance it is required to hold under this clause within a reasonable time following a request by Parliamentary Catering. 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.

20. Force majeure

20.1. Parliamentary Catering will be entitled to cancel, modify or vary the Event, if Parliamentary Catering considers such action is necessary due to a Force Majeure event. In this case:

a) Parliamentary Catering will discuss with the Client as to whether it wishes to cancel, modify or reschedule the Event, and how this may take place.

b) The Client will have to pay any part of the Total Cost that has already been incurred by Parliamentary Catering, except to the extent this is covered by the Deposit.

c) Parliamentary Catering will repay to the Client any Costs that have been paid by the Client but not yet incurred, apart from the Deposit.

d) It is the Client's responsibility to have whatever insurance or other financial provisions required to meet its obligations if an event of Force Majeure occurs. Parliamentary Catering will not be liable for any costs incurred by the Client as a result of the Force Majeure event.

e) Both parties will otherwise be responsible for their own costs and will mitigate all losses as much as is reasonably possible.

20.2. In this agreement, Force Majeure means any event, cause or occurrence as a direct or indirect result of which Parliamentary Catering is prevented from or delayed in performing any of its obligations under this Agreement and that is beyond the reasonable control and foresight of that party, including:

a) act of God, lightning, storm, flood, fire, earthquake, explosion, cyclone, tidal wave, landslide or adverse weather conditions;

b) strike, lock-out or other industrial action;

c) restrictions or prohibitions or any act by any Australian government, government authority or agency;

d) act of public enemy, war (declared or undeclared), terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion or epidemic; and

e) embargo, water shortage, lack of transportation or inability to obtain power.

21. Termination of this agreement for cause

21.1. If at any time:

a) The Client has not paid the amounts required under this Agreement by the due dates;

b) The Client enters any form of insolvency or bankruptcy, or upon the commencement or opening of any formal proceedings undertaken for the purpose of liquidation, winding-up or dissolution;

c) there is a breach of any of the Client's obligations under this Agreement which is capable of remedy and the Client fails to remedy that breach to Parliamentary Catering's reasonable satisfaction within 5 days (or such lesser time as is available) after receipt of written notice specifying the breach and requiring it to be remedied; or

d) there is a breach of any of the Client's obligations under this Agreement and the breach is not remediable,

then Parliamentary Catering may terminate this Agreement by giving the Client notice in writing, at which time this Agreement shall be at an end but without prejudice to any accrued rights or remedies.

21.2. If Parliamentary Catering terminates this Agreement under this clause, the Client will be required to pay an amount calculated as set out in clause 11.2.

21.3. If at any time:

a) there is a material breach of any of Parliamentary Catering's obligations under this Agreement which is capable of remedy and Parliamentary Catering fails to remedy that breach to the Client's reasonable satisfaction within 5 days (or such lesser time as is available) after receipt of written notice specifying the breach and requiring it to be remedied; or

b) there is a material breach of any of Parliamentary Catering's obligations under this Agreement and the breach is not remediable,

then the Client may terminate this Agreement by giving Parliamentary Catering notice in writing, at which time this Agreement shall be at an end but without prejudice to any accrued rights or remedies.

21.4. Under no circumstances will the Parliamentary Catering be liable to the Client for loss of profit or consequential damages. The liability of Parliamentary Catering under this Agreement is limited to the Total Cost.

22. Following Termination

22.1. Clauses 8, 9, 10 and 18 and any other provision of this Agreement that by its nature should survive termination, will survive termination, expiry or repudiation of this Agreement.

23. Disability Access

We are committed to ensuring everyone can access Parliament. You can find more information about accessibility on the Parliament's website https://www.parliament.nsw.gov.au/visit/Pages/Disability-access.aspx. If you or your guests have any questions or accessibility requirements to participate your planned event, please contact us to discuss options.

BY SIGNING THIS EVENT AGREEMENT YOU INDICATE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS IN THIS AGREEMENT.

I agree to the terms and conditions set out in this agreement and acknowledge that my Event is booked and confirmed only after receipt of the Deposit and signed copy of the Event Agreement is confirmed by Parliamentary Catering. Final numbers of guests are to be finalised no less than 14 days prior to the Event date in accordance with clause 5.