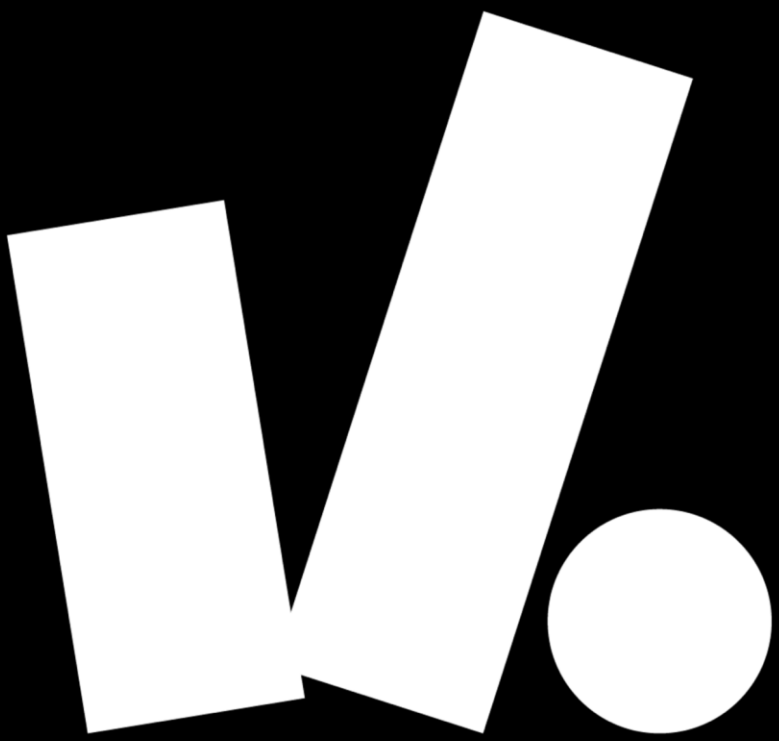
Long Licence

For the use of the Melbourne Convention and Exhibition Centre



VICTORIAN
CONVENTION AND
EVENT TRUST

VICTORIAN CONVENTION AND EVENT TRUST

LICENCE FOR THE USE OF THE MELBOURNE CONVENTION AND EXHIBITION CENTRE

LICENCE DOCUMENTS

This Licence comprises the following documents:

1. **General Conditions, as amended by the variations set out in the Schedule of Variations (if any);**
2. Summary of Charges;
3. Reference Schedule;
4. **Space Hire Charge and Plan.**

In the event of any inconsistency or discrepancy between those documents, the documents shall apply and have precedence in the order listed above.

By executing this Licence, VCET and the Licensee acknowledge that they have read and accept the terms and conditions set out in this Licence.

VICTORIAN CONVENTION AND EVENT TRUST

REFERENCE SCHEDULE

Date of Licence				
The Licensee	Name:	*Legal Name - Bill-To Account*		
	ABN:	*ABN – AR Demographics*		
The Licensed Area	Those parts of the Centre which are outlined in the attached Space Hire Charge and Plan.			
The Event	Event Name:	*Official Event Name*		
	Event No:	*Event ID*		
	Event Date:	*(insert date of the Event minus bump in/bump out dates)*		
	Nature of the Event:	Exhibitions, Conventions or Functions *(delete whichever is not applicable)*		
The Permitted Use	Description of Event: *Class*			
	Public, trade or both:		Estimated No. of Attendees:	*(insert estimated no. of attendees)*
Event Charge Clause 2	Space Hire Charge:			$
	Estimated Food and Beverage Charge:			$
	Estimated Technology Service and Equipment:			$
	Estimated Other Charges:			$
	Estimated Event Charge Subtotal:			$
	GST			$
	Total Estimated Event Charge (inc GST):			$
Deposit (all deposits are issued including GST) Clause 2.3, 2.4 and 2.5	Payment on Execution: Initial Deposit (##% plus GST)			$ plus GST
	1. Subsequent Payments	Due on		% plus GST
	2. Subsequent Payments	Due on		% plus GST
	3. Subsequent Payments	Due on		% plus GST
Balance of the Event Charge Clause 2.6, 2.7, 2.8 and 2.9	Final invoice to be issued following the Event inclusive of GST applying deposits paid.			
Licence Term	Commencement: *[]*In Time 24Hr* hours on *In Date Format Day, dd month yyyy**			
	Conclusion: *[]*Out Time format 24HR* hours on *Out Date Format Day, dd MMMM YYYY**			
Public Liability Insurance Clause 5.1	$20 Million for any one occurrence.			

GENERAL CONDITIONS

1. GRANT OF LICENCE

VCET permits the Licensee to access and use the Licensed Area, the Common Areas and the Centre Facilities for the Permitted Use in accordance with this Licence;

2. FINANCIAL

EVENT CHARGE

2.1. The Licensee must pay the Event Charge to VCET for the Event as follows:

2.1.1. payment of the Deposit (**clause 2.2**); and

2.1.2. immediately following the Event, payment of the balance as invoiced by VCET under **clause 2.9.**

DEPOSIT

2.2. The licensee must pay the Deposit by instalments as follows:

2.2.1. An initial deposit on execution of this Licence; and

2.2.2. Subsequent payments in the amounts and at the times set out in the Reference Schedule.

2.3. VCET may apply the instalments of the Deposit, in the order VCET considers appropriate, in satisfaction of any money payable by the Licensee under this Licence, including under **clause 2.11** or any Loss VCET may suffer or incur.

2.4. The Licensee must provide any further reasonable financial security requested by VCET throughout the term of the Licence.

ESTIMATED AND FINAL CHARGES

2.5. The Licensee acknowledges that the charges specified in the Reference Schedule are estimates only based on the expectations of VCET and the Licensee as at the date of Execution which will need to be updated to reflect the actual details applicable to the Event.

2.6. The parties acknowledge and agree that:

2.6.1. the parties will use reasonable endeavours to execute a Summary of Charges within a reasonable time prior to the Commencement of the Event (as determined by VCET acting reasonably);

2.6.2. the Licensee's Authorised Representative is authorised to execute a Summary of Charges on behalf of the Licensee;

2.6.3. once executed, the Summary of Charges will form part of and govern the terms of this Licence in substitution for estimated details and costs relating to the proposed Event as set out in the Reference Schedule executed at the time of entry into this Licence or any previously executed Summary of Charges; and

2.6.4. all references to the estimated details and costs relating to the proposed Event as set out in the Reference Schedule in this Licence will be references to the relevant details included in the Summary of Charges.

2.7. The actual Event Charge payable by the Licensee will be the actual charges specified in the Reference Schedule (as may be amended by the Summary of Charges), in addition to Cancellation Fees, Taxes, Additional Charges, Interest on any amounts due and unpaid under this Licence, and any other amounts payable in accordance with this Licence calculated at the prevailing VCET rates applicable as at the Commencement and, subject to **clause 2.6**, representing the actual costs incurred in respect to the Event.

2.8. In the case of **clauses 2.11, 2.12 and 2.13**, the Cancellation Fees or Additional Charges will be calculated by reference to the actual charges payable calculated as at the date of cancellation or commencement as the case may be.

INVOICE FOLLOWING THE EVENT

2.9. Immediately following an Event, VCET will calculate the Event Charge and invoice the Licensee for an amount equal to the Event Charge less any amount previously paid. The Event Charge is payable in full within 7 days after receipt of the invoice.

CANCELLATION AND POSTPONEMENT FEES

2.10. If the Licensee requires an area smaller than the Licensed Area for an Event and VCET agrees to provide a smaller area, VCET may at its election do one or both of the following:

2.10.1. reduce the Space Hire Charge; and

2.10.2. require the Licensee to pay an amount calculated in accordance with **clause 2.6 and 2.7** in respect of the area originally licensed.

2.11. If the Licensee cancels or postpones an Event, the Licensee must pay VCET the following amount, which VCET declares, and the Licensee acknowledges:

2.11.1. has been agreed in good faith;

2.11.2. is a genuine pre-estimate of the Loss VCET is likely to suffer because of a cancellation or postponement;

2.11.3. are reasonable and not intended as a penalty:

If VCET is notified in the following time prior to Commencement	**12 months or more**	**less than 12 months and 6 months or more**	**less than 6 months and 3 months or more**	**less than 3 months and 1 month or more**	**less than 1 month**
Exhibitions	10% of the Space Hire Charge	20% of the Space Hire Charge	50% of the Space Hire Charge	100% of the Space Hire Charge	100% of the Space Hire Charge
Conventions	10% of the Space Hire Charge	25% of the Space Hire Charge	50% of the Space Hire Charge	50% of Estimated Event Charges	75% of Estimated Event Charges
Functions	10% of the Space Hire Charge	10% of the Space Hire Charge	10% of the Space Hire Charge	30% of Estimated Event Charges	75% of Estimated Event Charges

ADDITIONAL CHARGES

2.12. The Licensee must pay to VCET the following additional charges to the Event Charge otherwise payable if the following occurs:

Nature of Additional Charge	Additional Charge applicable
An Event is held on a Sunday or a Victorian public holiday.	15% of the Event Charge (except Space Hire Charge).
The Licensee fails to vacate the Centre at the conclusion of the Licence Term.	All Loss suffered by VCET.
The Licensee fails to leave the Licensed Area in the condition required by **clause 3.14** and **3.15**	All Loss suffered by VCET.
The Licensee pays by an approved credit card.	Credit card service fees as permitted by relevant Laws.

VARIATION OF CHARGES

2.13. VCET may vary the charges for an Event as follows:

Charge	Nature of Variation
Event Charge (not including the Space Hire Charge)	VCET may vary the charge, without Notice to the Licensee, based upon the variation in fees and costs actually incurred by VCET.
Space Hire Charge for areas otherwise reserved for catering	If any part of the Licenced Area reserved for catering is used for another purpose, VCET may require the Licensee to pay a Space Hire Charge.
Damage	If damage occurs to the Centre, the Licensed Area or access rendering it unfit for use by the Licensee, VCET will reduce or waive the Event Charge based on the nature and extent of the damage or restriction to the use of the Licensed Area, unless the damage was caused by an act or omission of the Licensee.
Space Hire Charge – Re-allocation of the Licensed Area	VCET will change the Space Hire Charge proportionately by area if VCET, after giving Notice to the Licensee, allocates any other part of the Centre as the Licensed Area. The reallocated area will be deemed to be the Licensed Area.

3. LICENSEE'S OBLIGATIONS

FIT FOR PURPOSE WARRANTY

3.1. VCET does not warrant or represent that the Centre, its facilities, or equipment will be suitable for the Event.

3.2. The Licensee warrants that it has undertaken and relies upon its own investigations as to the suitability of the Centre and it will not make a claim of VCET in respect thereof.

CATERING

3.3. VCET will provide the catering for an Event unless VCET provides Approval to the Licensee allowing it to use its own caterers.

3.4. If the Licensee uses its own caterers, it must comply with the Food Laws and Conditions of Entry and ensure that the Licensee's Associates comply with the Food Laws and Conditions of Entry.

3.5. The Licensee must confirm in writing at least 3 months before Commencement the number of Estimated Attendees expected at an Event to be catered for by VCET.

3.6. The Licensee must confirm in writing at least 14 Business Days before Commencement the Final Attendee Numbers expected at an Event to be catered for by VCET.

3.7. VCET takes food allergies and intolerances very seriously. The Licensee must ensure that it collects and provides to VCET complete and accurate food allergen and intolerance information concerning Event attendees prior to the Event. Collection of this information is solely the Licensee's responsibility. If the Licensee engages a third party to assist in organising or conducting the Event, the Licensee must ensure that any such third party takes all necessary steps to collect (and to pass on to VCET) food allergen and intolerance information from Event attendees.

ALCOHOL

3.8. The Licensee must ascertain and comply with the obligations imposed on VCET as permit holder of the Centre under any Law and Conditions of Entry relating to the sale or consumption of alcohol.

AUDIO VISUAL EQUIPMENT AND FACILITIES

3.9. VCET and its employees, contractors and agents will be the exclusive suppliers of audio-visual equipment and facilities for the Event unless VCET is unable to supply the specified equipment or equivalent equipment in which case VCET will source audio-visual equipment from an external third party in consultation with the Licensee.

3.10. The Licensee must advise VCET of its preliminary audio-visual production requirements for the Event no later than 3 months prior to Commencement for VCET 's approval, and finalisation no later than 14 Business Days prior to Commencement.

3.11. The Licensee must ensure that any audio-visual equipment supplied by the Licensee for the purposes of the Event will be in sound working order, comply with applicable standards and specifications and be compatible for use with the Centre's audio-visual systems.

3.12. All audio-visual equipment supplied by VCET will be installed and removed by or under the supervision of VCET or its employees, contractors and agents. Where VCET is of the view that it cannot provide audio-visual services to meet the Licensee's specifications, the Licensee may retain an alternative supplier to provide the services in whole or in part. VCET must approve all external suppliers engaged in providing services with the Centre.

3.13. The Licensee agrees to release VCET from any liability:

3.13.1. arising from any delays caused by the Licensee with meeting timelines in **clause 3.10** above; or

3.13.2. for inadequate, inappropriate or unsatisfactory audio-visual equipment under **clause 3.11 and 12**, except to the extent that VCET has acted negligently.

CONCLUSION OF AN EVENT

3.14. The Licensee must keep, and at Conclusion leave, the Licensed Area clean, tidy and in the same condition as described in the Condition Report (**Make Good**). To the extent the Make Good works require any work to the structure or services of the Licensed Area or Centre (or any work which may affect the structure or services of the Licensed Area or Centre), VCET may elect to conduct these works instead of the Licensee and the Licensee must pay VCET on demand all costs and expenses incurred by VCET in doing so. If the Licensee does not Make Good, VCET may undertake the necessary works to Make Good and the Licensee must pay VCET on demand all costs and expenses incurred by VCET in doing so.

3.15. On or by Conclusion, the Licensee must remove all its property from the Centre.

3.16. VCET will not be responsible or liable for any property left at the Centre during an Event or after Conclusion.

ALTERATIONS TO THE CENTRE

3.17. The Licensee must do all things necessary to allow VCET, acting reasonably, to carry out any necessary work in the Licensed Area. In carrying out any work in the Licenced Area, VCET will cause as little interference as possible, except where there is an emergency.

3.18. If VCET needs to undertake work to the Centre as a result of the Licensee's wilful act or negligence, or default under this Licence, the Licensee must pay or reimburse VCET the cost incurred by VCET in carrying out that work.

3.19. The Licensee must not make any alterations or additions to the Centre without VCET's prior Approval. Where the Licensee wishes to make any alterations or additions to the Centre of a structural nature, or which might impact the Centre's structure or the services to the Centre, VCET may withhold its Approval to those alterations or additions in its discretion.

USE OF THE CENTRE

3.20. The Licensee must not:

3.20.1 use or allow the Centre to be used for any purpose other than the Permitted Use;

3.20.2 carry on or permit to be carried on at the Centre anything that is dangerous, noxious, noisome, offensive, illegal, immoral, noisy or is likely to harm the reputation of the Centre. VCET may refuse admission to or remove from the Centre any person whose behaviour is unsatisfactory or may be contrary to this Licence, the Law or the Conditions of Entry;

3.20.3 bring onto or remove from the Centre anything which is likely to damage the Centre or the property of any person or cause death or injury to any person in or around the Centre;

3.20.4 overload any part of the Centre beyond its maximum permitted loading;

3.20.5 use the Loading Dock without VCET's Approval;

3.20.6 install, use and remove any services, displays, cabling, equipment or other item without VCET's Approval;

3.20.7 misuse connections, fittings or equipment in or around the Centre; and

3.20.8 smoke or permit smoking inside the Centre.

SECURITY

3.21. The Licensee must provide the level and type of security required by VCET.

3.22. All security personnel the Licensee intends to engage must receive VCET's Approval before Commencement.

3.23. If the Licensee requires additional security to that determined by VCET, the Licensee must reimburse VCET for any cost incurred by VCET for providing the additional security.

3.24. If the Licensee becomes aware of circumstances which indicate that additional security should be provided for the Event, or that the Event ought to be terminated or suspended due to security, crowd control or emergency reasons, the Licensee must give VCET Notice, including reasonable details of the matter. VCET and Licensee will work together, acting reasonably, to determine the best course of action in the circumstances.

3.25. If at any time VCET considers that for security, crowd control or emergency reasons additional security is required, it may arrange for additional security and the Licensee must pay or reimburse VCET for any additional cost.

3.26. The Licensee must notify VCET in writing before Commencement:

3.26.1. The name of any visiting dignitary or any other person who would require personal security (**Visitor**);

3.26.2. the Visitor's estimated arrival time and duration of visit; and

3.26.3. The security arrangements for the safety and convenience of the Visitor.

3.27. The Licensee must ensure that all keys and entry passes to the Centre are kept by a person authorised by VCET in writing and returned to VCET at Conclusion.

3.28. The Licensee must not copy the keys or the entry passes.

PLANS AND PROGRAMS

3.29. The Licensee must provide to VCET:

3.29.1. no later than 3 months before Commencement, plans, drawings and specifications relating to all things proposed by the Licensee to be used or displayed by it in the Centre;

3.29.2. a detailed program and report setting out all matters to be carried out pursuant to this Licence for VCET's Approval as soon as practicable but in any event not less than 3 months before Commencement. If VCET is not satisfied with the details of the program and report, VCET may postpone or cancel the Event and terminate this Licence.

3.29.3. floor layout and Display plans at least 3 months before Commencement for VCET's Approval; and

3.29.4. all plans and specifications for temporary electrical installations no later than 14 Business Days before Commencement for VCET's Approval. The Event must not Commence without VCET's Approval of these plans and specifications. VCET may inspect the Licensed Area at any time to ensure compliance with the plans, specifications and any applicable safety

regulations and may give the Licensee directions requiring the Licensee to rectify any faults or non-compliances with approved plans, specifications or safety regulations. If VCET considers that the Licensee has not rectified the faults or non-compliance to VCET's satisfaction, VCET may close or postpone an Event until the Licensee complies or cancel the Event and the Licensee must pay or reimburse VCET for any Loss. VCET may do those things necessary for the Licensee to comply and the Licensee must pay or reimburse VCET for any Loss.

LICENSEE PUBLICATIONS AND VCET IMAGES

3.30. In this clause 3.30:

3.30.1. VCET Images includes the names of the Centre and VCET, its logos, Trade Marks, any images for the time being used by VCET, images of its facilities, and the name of the precinct where the Centre is located; and

3.30.2. Licensee Publications includes all promotional, advertising and other like materials, tickets, broadcasting, television, film, electronic media or other publications produced by on or behalf of the Licensee.

3.31. The Licensee acknowledges that the high quality and accuracy of Licensee Publications and the proper use of VCET Images are important to the continuing success of the Centre and events conducted there, and the good reputation, integrity and image of VCET, and its facilities, including the Centre. Accordingly, the Licensee agrees:

3.31.1. not to use any VCET Images in any Licensee Publication except with the prior Approval of VCET;

3.31.2. to ensure that all Licensee Publications show any approved VCET Images accurately, and without any abbreviations slang or other representations in substitution for them;

3.31.3. at VCET's request, to provide to VCET for its Approval a copy of all Licensee Publications relating to the Event;

3.31.4. if it proposes to sell tickets for the Event, to include in all promotional material and tickets, the basic ticket price including any GST, and the normal booking fees, the commencement time or opening hours and any other detail VCET reasonably requires; and

3.31.5. to ensure that all Exhibitors, sub-licensees, promoters and other third parties under the Licensee's direction or control comply with this clause.

3.32. VCET must maintain confidentiality to itself, its officers, staff and professional advisers relating to any material given to it for Approval, subject to the Laws and policies of the State of Victoria.

MERCHANDISING

3.33. The Licensee must not sell merchandising material for an Event at the Centre without VCET's Approval.

OCCUPATIONAL HEALTH AND SAFETY

3.34. The Licensee must:

3.34.1. Adopt and observe, and ensure the Licensee's Associates adopt and observe, current occupational health and safety Law, practices and procedures appropriate to its use of the Centre;

3.34.2. Develop and implement a safety plan which must be provided to VCET for its consideration no later than 3 months prior to Commencement;

3.34.3. comply with, and ensure the Licensee's Associates comply with, VCET's health and safety policies, processes and procedures insofar as they relate to the Event;

3.34.4. comply with, and ensure that the Licensee's Associates comply with:

(a) The Conditions of Entry;

(b) All relevant Laws in respect to occupational health and safety; and

(c) Any safety plan and other requirements of VCET, and the reasonable directions of VCET applicable to the Centre relating to occupational health and safety.

VIDEOS AND PHOTOGRAPHS

3.35. The Licensee warrants to VCET that as far as is practicable it will obtain advance permission from event participants to use their likeness in video and photographic footage to be used for marketing or other purposes of the licensee.

3.36. The Licensee warrants that video or photographic likenesses of a person under 15 years of age will not be captured without advance permission from the person's parent or guardian.

BROADCAST RIGHTS

3.37. The Licensee must not make (or permit the making of) any audio and/or visual recording or make (or permit the making of) any Broadcasting or communication of the Event (or any part of the Event) without VCET's Approval and VCET reserves the right to charge a fee and place any other conditions on the recording, Broadcasting or communication of the Event.

GENERAL

3.38. The Licensee must comply with all relevant Laws and Conditions of Entry in relation to this Licence and its access and use of the Licensed Area, the Common Areas, the Centre Facilities and the Centre.

3.39. The Licensee must comply with all reasonable directions of VCET in relation to safety, security, and all other operational matters.

3.40. The Licensee must obtain all relevant or applicable permits, licences, approvals, consents or authorities for an Event including those required for the performance or playing of any music or other copyright works or items at the Event (excluding those approvals required for the operation and use of the Centre, which are the responsibility of VCET).

3.41. The Licensor and Licensee must not use, divulge or reproduce Confidential Information or the other party's Intellectual Property (other than as required by Law, or to their staff and professional advisors) without the approval of the other party.

3.42. The Licensee acknowledges that: 3.43 you hvae

3.42.1. VCET and any person authorised by VCET has free and unrestricted access to the Licensed Area at all times provided VCET does not materially and detrimentally interfere with the Event; and

3.42.2. it must not obstruct VCET, any person authorised by it, or any member of an emergency or security service from exercising their duties in or around the Centre in the event of an emergency or where the Licensee has defaulted under this Licence.

3.43. The Licensee must ensure that the Licensee's Associates comply with the Licensee's obligations under this Licence.

3.44. A person nominated by the Licensee and Approved by VCET must supervise, direct and control at all times the Licensee's Associates.

4. TERMINATION OR SUSPENSION OF THIS LICENCE

TERMINATION BY VCET

4.1 VCET may terminate this Licence or an Event and will refund the Deposit if damage occurs to the Centre, the Licensed Area or access rendering it unfit for use by the Licensee and VCET does not intend to repair the damage prior to Commencement.

4.2 VCET may at its election terminate or suspend this Licence or an Event and will not be obliged to refund the Deposit if:

4.2.1 an Event of Default occurs; or

4.2.2 there are circumstances arising or prevailing that:

4.2.2.1 threaten public safety or order;

4.2.2.2 would result in risk of personal injury; or

4.2.2.3 would result in risk of damage to property.

FORCE MAJEURE

4.3 Neither party will be liable for any delay in or failure to perform its obligations under this Licence (other than an obligation to pay money) to the extent that such delay or failure is caused by a Force Majeure event.

4.4 A party prevented from performing any of its obligations under this Licence by reason of Force Majeure must:

4.4.1 notify the other party as soon as it is affected by the Force Majeure event;

4.4.2 continue to perform all unaffected obligations under this Licence;

4.4.3 use reasonable endeavours to overcome the effects of the Force Majeure event as soon as possible; and

4.4.4 notify the other party as soon as it is no longer affected by the Force Majeure event.

4.5 If a Force Majeure event occurs with the consequence that the Event or part of the Event cannot proceed and must be cancelled, the following terms apply:

4.5.1 each party must use commercially reasonable efforts to limit the impact of the cancellation including using commercially reasonable efforts to reschedule the cancelled Event;

4.5.2 whether the Event is cancelled in whole or in part or rescheduled, the Licensee remains liable to pay VCET any costs, expenses or other charges relating to the Event that have already been incurred or committed by VCET prior to the Force Majeure Event or that cannot reasonably be avoided by VCET (including only that proportion of the Space Hire Charge that was used prior to the Force Majeure event); and

4.5.3 except as provided or in this clause, neither party will have a claim (in contract, tort or otherwise) against the other for any Loss arising from a Force Majeure event.

5. INSURANCE

POLICIES

5.1. The Licensee must keep current during the Licence Term, policies of insurance which provide for:

5.1.1. damage to or loss of the property of the Licensee and the Licensee's Associates;

5.1.2. public liability, including death, injury and loss of property of third parties including VCET for an amount not less than the amount specified in the Reference Schedule; and

5.1.3. workcover, worker's compensation and employer's liability as required by Law.

TERMS OF THE POLICIES

5.2 The Policies referred to in **clause 5.1** must:

5.2.1 be with either:

5.2.1.1 an insurer approved by the Australian Prudential and Regulatory Authority (APRA);

5.2.1.2 or an insurer acceptable to VCET, acting reasonably;

5.2.2 Upon request by VCET, the Licensee must procure that VCET is noted on the relevant Policy as either an "Interested Party" or a "Named Insured", as specified by VCET..

INFORMATION TO BE PROVIDED TO VCET

5.3 The Licensee must provide to VCET on its request and in any case at least 30 days prior to Commencement an original certificate of currency for each Policy.

CANCELLING OR VARYING A POLICY

5.4 The Licensee must not cancel or vary a Policy without the Approval of VCET. If the Licensee does so, VCET may take out a replacement Policy at the Licensee's cost.

6. INDEMNITY

RELEASE

6.1 The Licensee occupies or uses the Centre at its risk. The Licensee releases VCET for any Loss which may be suffered or sustained in or about the Centre or otherwise in connection with this Licence, except to the extent the Loss is caused or contributed to by the wrongful act, negligence or default of VCET, or their employees, contractors or agents.

6.2 Without limiting **clause 6.1**, VCET will not be liable for or responsible to the Licensee for Loss suffered due to the interruption, failure or variation to the supply of services to the Licensed Area, Common Areas or Centre Facilities except to the extent the Loss is caused or contributed to by the wrongful act, negligence or default of VCET or its employees, contractors or agents.

LICENSEE'S INDEMNITY

6.3 The Licensee indemnifies VCET to the extent that any Loss is caused or contributed to, by:

6.3.1 Any failure of the Licensee or the Licensee's Associates to observe any term or condition of this Licence or any relevant Law;

6.3.2 Any Event of Default; or

6.3.3 Any wilful act or negligence of the Licensee or any of the Licensee's Associates.

VCET's INDEMNITY

6.4 VCET indemnifies the Licensee to the extent that any Loss is caused or contributed to, by:

6.4.1 Any failure of VCET or VCET's Associates to observe any term or condition of this Licence or any relevant Law; or

6.4.2 Any wilful act or negligence of VCET or any of VCET's Associates.

7. DISPUTE RESOLUTION

7.1 If any dispute arising under this Licence cannot be resolved within a reasonable time period (as agreed between the parties) then VCET must refer the matter in dispute for determination by a suitably qualified expert appointed by the president or other senior officer of the institute or organization which in the reasonable opinion of VCET is best able to determine a fair and reasonable solution to the matter in question, including the issue of costs.

7.2 The person so appointed will act as an expert and not as an arbitrator and the person's determination will be final and binding on the parties.

7.3 The parties must attempt to resolve a dispute under this clause before initiating any court proceedings, other than court proceedings to seek urgent injunctive or declaratory relief.

7.4 Despite the existence of a dispute or its referral to expert determination, each party must continue to perform its obligations under this Licence.

8. GST

CONSTRUCTION

In this clause 8:

8.1 unless there is a contrary indication, words and expressions which are not defined in this Licence, but which have a defined meaning in the GST Law have the same meaning as in the GST Law;

8.2 GST Law has the same meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) or, if that Act does not exist for any reason, means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act; and

8.3 references to GST payable and input tax credit entitlements include:

8.3.1 notional GST payable by, and notional input tax credit entitlements of the Commonwealth, a State or a Territory (including a government, government body, authority, agency or instrumentality of the Commonwealth, a State or a Territory); and

8.3.2 GST payable by, and the input tax credit entitlements of, the representative member of a GST group of which the entity is a member.

CONSIDERATION GST EXCLUSIVE

8.4 All consideration, whether monetary or non-monetary, payable or to be provided under or in connection with this Licence is exclusive of GST (GST-exclusive consideration) unless specifically provided otherwise.

PAYMENT OF GST

8.5 If GST is payable on any supply made by:

8.5.1 a party; or

8.5.2 an entity that is taken under the GST Law to make the supply by reason of the capacity in which a party acts,

(Supplier) under or in connection with this Licence, the recipient of the supply, or the party providing the consideration for the supply, must pay to the Supplier an amount equal to the GST payable on the supply.

TIMING OF GST PAYMENT

8.6 The amount referred to in **clause 8.5** must be paid in addition to and at the same time and in the same manner (without any set-off or deduction) that the GST-exclusive consideration for the supply is payable or to be provided.

TAX INVOICE

8.7 The Supplier must deliver a tax invoice, or an adjustment note to the recipient of a taxable supply before the Supplier is entitled to payment of an amount under **clause 8.5**.

ADJUSTMENT EVENT

8.8 If an adjustment event arises in respect of a supply made by a Supplier under or in connection with this Licence, any amount that is payable under **clause 8.3** will be calculated or recalculated to reflect the adjustment event and a payment will be made by the recipient to the Supplier or by the Supplier to the recipient as the case requires.

8.9 Notwithstanding **clause 8.8**, the Supplier is not required to make any payment to the recipient if, at the time the payment would otherwise be required, a time limit has expired or there is another limitation preventing the supplier from being entitled to claim, or from claiming a corresponding credit or refund in respect of that payment.

REIMBURSEMENTS

8.10 Where a party is required under or in connection with this Licence to pay for, reimburse or contribute to any expense, loss, liability or outgoing suffered or incurred by another party or indemnify another party in relation to such an expense, loss, liability or outgoing (Reimbursable Expense), the amount required to be paid, reimbursed or contributed by the first party will be reduced by the amount of any input tax credits to which the other party is entitled in respect of the Reimbursable Expense.

NO MERGER

8.11 This **clause 8.11** does not merge on the completion, rescission or other termination of this Licence or on the transfer of any property supplied under this Licence.

9. OTHER

9.1 This Licence is governed by the Law of Victoria. The Victorian Courts are the agreed forum and to have territorial jurisdiction.

9.2 This document comprises the entire agreement between VCET and the licensee in relation to its subject matter and replaces any representations, communications and prior agreements.

9.3 This Licence grants the licensee rights in contract only and in no circumstances is the Licensee granted or entitled to any interest in land or in the Centre.

9.4 If the parties agree to vary this Licence it must be in writing, signed and dated by both parties.

9.5 Neither party breaches this Licence and the other does not exercise or delays exercising its rights in response to the breach, such conduct will not amount to a waiver of its rights.

9.6 The Licensee must pay any amount owed under this Licence within 7 days after an invoice from VCET to the Licensee.

9.7 VCET and the Licensee will pay their own legal costs and other costs and expenses incidental to the preparation of this Licence.

9.8 The words ‘include’ and ‘including’ when used in this Licence are not words of limitation.

9.9 The parties agree that:

9.9.1 a party may electronically sign a soft copy of this Licence and by doing so will:

9.9.1.1 bind itself to this Licence; and

9.9.1.2 satisfy any statutory or other requirements for this Licence to be in writing and signed by that party; and

9.9.2 a soft copy of this Licence executed by all parties will constitute an executed original counterpart and if that Licence is printed with the parties' electronic signatures appearing, that print-out will also constitute an executed original counterpart.

9.10 A reference to:

9.10.1 includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;

9.10.2 a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;

9.10.3 any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;

9.10.4 an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;

9.10.5 a right includes a benefit, remedy, discretion or power;

9.10.6 time is to local time in Melbourne;

9.10.7 "$" or "dollars" is a reference to Australian currency;

9.10.8 this or any other document includes the document as novated, varied or replaced and despite any change in the identity of the parties;

9.10.9 writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes electronic transmissions; and

9.10.10 a clause, schedule or annexure is a reference to a clause, schedule or annexure, as the case may be, of this document.

10. DEFINITIONS

Capitalised terms in this Licence have the below meanings. Other expressions included in the **Reference Schedule** have the meaning set out against them.

Additional Charges means that part of the Event Charge which is payable by the Licensee under **clause 2.12**.

Approval means VCET's written approval to a request of the Licensee, which (unless otherwise specified in this Licence) must not be unreasonably withheld or delayed but may be given on reasonable conditions.

Assign means a transfer or assignment of this Licence or rights or obligations under this Licence, and in the case of the Licensee includes a change in the effective control or ownership of the Licensee.

Authorised Representative means the authorised representative of the Licensee set out in the Reference Schedule which may change by written notice from the Licensee to VCET from time to time.

Broadcasting means the transmission of images and sounds whether by air, cable, electronic means or any other means including via the internet.

Business Day means a day other than a Saturday, Sunday or public holiday in Victoria.

Cancellation Fees means that part of the Event Charge which comprises amounts payable by the Licensee for the reduction, cancellation or postponement of an Event under **clause 2.11**.

Centre means the Melbourne Exhibition Centre located at 2 Clarendon Street, South Wharf, Melbourne and the Melbourne Convention Centre located at 1 Convention Centre Place, South Wharf and includes any part of the Centre and any other area used or occupied in conjunction with the Centre.

Centre Facilities means the facilities of the Centre made available for use by the Licensee and may include meeting rooms, auditoriums, exhibition halls, Loading Docks, catering outlets and Services.

Commencement means the commencement of the Licence Term as described in the Reference Schedule.

Common Areas means walkways, stairs, permanent catering **kiosks outlets** including their seating areas, public toilets (including the area immediately adjacent to each toilet entrance) and other areas of the Centre open to the public for the use of the public and not licensed to the Licensee or another licensee for its use.

Conclusion means the end of the Licence Term as described in the Reference Schedule.

Condition Report means a written report as to the state of repair, condition and cleanliness of the Licensed Area prepared by VCET at Commencement, a copy of which will be provided to the Licensee.

Conditions of Entry means the terms and conditions of entry set by VCET as may be updated from time to time by VCET (acting reasonably) and where VCET will provide reasonable notice of any such updates.

Confidential Information means:

negotiations relating to this Licence;

the provisions of this Licence;

all information which a party views or otherwise has access to prior to Commencement or during the Licence Term which relates to the other party, this Licence or the Centre and which is not generally and readily available in the public domain.

Deposit means the deposit or deposits in the amount and instalments to be provided by the Licensee to VCET under **clause 2.2** as security for the performance of the Licensee's obligations.

Display means any equipment brought into the Centre by the Licensee or the Licensee's Associates for the purposes of displaying goods or promoting services.

Event Charge comprises the Space Hire Charge, the Food and Beverage Charge and other usage charges including additional security, cleaning and other items provided by VCET or its Agents.

Exhibitor means a person, corporation or other entity or organisation which occupies floor space at the Centre for the purpose of promoting, selling or displaying goods or services as part of, or in conjunction with, the Event.

Event of Default means:

I. an event which VCET reasonably considers has a material adverse effect on the Licensee's ability to comply with its obligations under this Licence and the Licensee, at the time of its occurrence, the Licensee fails to satisfy VCET, acting reasonably, that the adverse effect will be remedied within 7 days; or

II. the Licensee fails to fulfil any of its obligations under this Licence; or

III. the Licensee alters the purpose and nature of an Event without VCET's Approval; or

IV. the Licensee cancels, reduces or postpones an Event or purports to do so without VCET's Approval; or

V. there is an Assignment without VCET's Approval; or

VI. the Licensee stops payment to creditors generally or enters into an arrangement, assignment or composition with its creditors generally or with the authority of its board of directors proposes to do so; or

VII. without VCET's Approval the Licensee ceases or threatens to cease carrying on its business or ceases to be able to carry on its business; or

VIII. an external administrator is appointed to the Licensee or its assets or the appointment of an external administrator is requested; or

IX. execution or distress takes place or is attempted or an order to execute a judgment (however described) for an amount exceeding $50,000 is made against the Licensee or its assets; or

X. an order is made for the winding up of the Licensee or an application for the winding up of the Licensee has not been withdrawn or dismissed within 14 days (or such greater time as is Approved by VCET) or stayed within 14 days after the granting of the stay or a resolution is passed for the winding up of the Licensee without VCET's Approval; or

XI. Action to cancel the Licensee's registration is taken or the Licensee's registration is cancelled under the Corporations Act 2001.

Final Attendee Numbers means the confirmed number of attendees for an Event as notified by the Licensee to VCET in accordance with **clause 3.6**.

Food and Beverage Charge means that part of the Event Charge which is calculated by reference to the food and beverage requirements of an Event, and which is set out in the Reference Schedule.

Food Laws means all Laws concerning the provision of food including, without limitation, the *Food Standards Code, Food (Amendment) Act 2001, Imported Food Control Act 1992, Competition and Consumer Act 2010* (Cth) and the *Fair Trading Act 1999* and any replacement or supplemental laws.

Food Standards Code means the Australia New Zealand Food Standards Code made pursuant to the Australia New Zealand Food Authority Amendment Act 2001 and any replacement or supplemental code.

Force Majeure means an act of God, Terrorism, act of the public enemy, civil commotion, war, blockade, riot, fire, flood, earthquake, explosion, or any other form of government intervention that prevents fulfillment of obligations under this Licence, non-availability of essential equipment and any other cause whether or not of the kinds specifically enumerated above which is not reasonably within the control of VCET.

GST has the meaning given to it in the *A New Tax System (Goods and Services Tax Administration) Act 1999.*

Interest means interest calculated daily at the rate fixed from time to time pursuant to section 2 of the *Penalty Interest Rates Act 1983* on amounts payable by the Licensee under this Licence that are unpaid beyond the due date.

Intellectual Property means rights conferred under statute, common law or equity in relation to Confidential Information, Trade Marks or any interest in a Trade Mark, invention, design, trade name, logo, copyright, computer software or patent owned by or licensed to VCET or the Licensee.

Law means State and Commonwealth Acts, ordinances, regulations, by-laws or orders, the common law, equity and all certificates, licences, consents, permits, approvals and requirements of any organisation including VCET having jurisdiction or competence with respect to the Centre or the Licensed Area.

Licence means this document, comprising the General Conditions, as amended by the variations set out in the Schedule of Variations (if any), the Summary of Charges, the Reference Schedule and the Space Hire Charge and Plan.

Licence Term means the period or periods from Commencement to Conclusion during which the Licensee is permitted to use and occupy the Licensed Area in accordance with this Licence (including Move In and Move Out) as described in the **Reference Schedule**.

Licensed Area means that part or parts of the Centre described in the **Reference Schedule** which may be used or occupied by the Licensee under this Licence during the Licence Term for the Permitted Use.

Licensee means the Licensee identified in the **Reference Schedule** and includes the Licensee's successors and permitted Assigns If more than one party is named as Licensee in the Reference Schedule, each Licensee named is jointly and severally liable for complying with all obligations of the Licensee under this Licence.

Licensee's Associates means: the Licensee's servants, agents, employees, contractors, sublicensees, attendees and invitees; the Exhibitors and their respective servants, agents, employees, contractors, sublicensees, attendees and invitees; and others for whom the Licensee is responsible.

Loading Dock means any area as specified as a loading dock at the Centre by VCET from time to time.

Loss means losses, damages, costs, claims, demands, writs, summonses, actions, suits, proceedings, judgments, orders, decrees, expenses and damages of any nature whatsoever including damages for loss of anticipated profit directly related to the Event and this Licence but excluding indirect, consequential, special, punitive or exemplary damages and damages for loss of opportunity or goodwill.

Notice means notice in writing served personally, by email, by facsimile or delivered by prepaid post to the addressee's address stated in this Licence. Notice sent by post is deemed to have been served 2 Business Days after posting and by email or facsimile upon receipt during normal business hours (or if transmitted outside normal business hours then receipt is deemed to be at 9am on the following Business Day) by the sender's email system or facsimile machine of confirmation that the notice transmitted in full to the addressee.

Permitted Use means the purpose or purposes for which the Licensee is entitled to use the Licensed Area under the terms of this Licence described in the **Reference Schedule.**

Policy means an insurance policy or policies for those insurable risks to be obtained by the Licensee in accordance with this Licence.

Public Address System means the sound systems at the Centre installed for the purpose of providing public announcements and background music for the Centre.

Reference Schedule means the Reference Schedule table set out at the beginning of this Licence.

Service Charge means that part of the Event Charges which is payable by the Licensee for Services.

Services means the services of the Centre used during the Licence Term by the Licensee in relation to the Licensee's use of the Centre and for which the Licensee is required to pay the Service Charge, including, audio visual equipment and facilities, Public Address System, telephone, water, electricity and gas; installation, operation, use and removal of electrical, electronic, telecommunication, computer or like facilities or services; cleaning of or waste removal from the Licensed Area or any other parts of the Centre by VCET's nominated cleaning provider which arises out of the use of the Licensed Area by the Licensee; repairs (fair wear and tear excepted) to the Centre or to plant and equipment and fixtures and fittings which arise out of the use of the Licensed Area by the Licensee; and any other cost, fee, charge or expense which relates to the use or occupation of the Licensed Area by the Licensee.

Space Hire Charge and Plan means the plan set out at the end of this Licence.

Space Hire Charge means that part of the Event Charge which is calculated by reference to the area of the Centre occupied by the Event, and which is set out in the Reference Schedule.

Summary of Charges means the document prepared from time to time in accordance with **clause 2.6** outlining the agreed Event Charges and Service Charges payable by the Licensee in respect to the Event.

Taxes means Government fees, duties and taxes (including GST) in connection with this Licence, the Licensee's use or occupation of the Licensed Area, the provision of Services, any payment made pursuant to this Licence (including bank fees), or which may be levied on any document, occurrence or activity related to this Licence.

Terrorism means an act or threat of force or violence by a person or group of persons, whether acting alone, or in connection with an organisation or government which forms its nature from political, religious, ideological or other purposes, or otherwise.

Trade Mark means all rights conferred under statute, common law and equity in relation to trade marks and in relation to VCET and the Centre.

VCET means the Victorian Convention and Event Trust in its capacity as responsible authority under the *Victorian Convention and Event Trust Act 2006* (Vic) and includes its successors and assignees, and where applicable includes its employees, agents and contractors.

EXECUTED as an agreement.

LICENSEE USE

EXECUTED by the Licensee or for and on behalf of the Licensee by a person duly authorised to sign this Licence on behalf of the Licensee in the presence of:

_____
Duly Authorised Person Signature

_____
Duly Authorised Person Name in Block Letters

_____
Duly Authorised Person Title in Block Letters

_____
Witness Signature

_____
Witness Signature

Explanatory Note for Execution

This document may be executed by either party by one of the following means:

1. *original signatures and exchange of hard copies;*
2. *original signatures and exchange of electronic copies.*

VCET USE ONLY

EXECUTED for and on behalf of VCET by a person duly authorised to sign this Licence on behalf of VCET in the presence of:

_____
Duly Authorised Person Signature

_____
Duly Authorised Person Name in Block Letters

_____
Duly Authorised Person Title in Block Letters

_____
Witness Signature

_____
Witness name in Block Letters

VICTORIAN CONVENTION AND EVENT TRUST

SPACE HIRE AND CHARGE PLAN