

## TERMS AND CONDITIONS

### CONFERENCES AND MEETING

1. Bookings are subject to the full terms and conditions as prescribed below.
2. Venue use: The meeting or conference must take place in the designated venue only. The Hirer must be mindful both of other visitors to the Harbour Trust sites and visitors of adjacent properties and must ensure that disruption caused to visitors and neighbouring properties is minimised. The booking fee entitles the hirer to use of the venue and the use of available power and water only. This agreement is for low-impact meetings and conferences only.
3. Booking times: Venue booking times must be approved in writing by the Harbour Trust. The Harbour Trust reserves the right to hire the Venue more than once per day. Bookings are only available during the hours of 8am and 5.30pm daily. The Hirer must allow for set-up, break-down and cleaning of the venue within booked times. Otherwise, an additional fee will be charged.
4. Payment: The Hire Fee must be paid in full upon booking.
5. Cancellations: Cancellations are only accepted up to 28 days prior to the event date, with all refunds subject to a \$250 administration fee. Alternate dates can be arranged in the event of extreme weather. The Harbour Trust reserves the right to cancel or move a booking without compensation by notice in writing. In this unlikely event all fees paid will be returned to the hirer.
6. Commencement and vacating of rooms: The Hirer agrees to begin the function and vacate the designated function space at the scheduled times agreed upon. In the event that a function goes beyond the agreed finishing time, the Harbour Trust reserves the right to charge additional costs reasonably incurred to ensure the smooth operation of that function. Should the room be allocated subsequently for any reason, the Trust reserves the right to vacate your function from the room.
7. Set up of equipment: Hirers are responsible for costs involved in ensuring set-up and break-down time for all function space. The Harbour Trust does not have storage facilities other than rooms booked by the Hirer. All items must be removed immediately following the conclusion of the function. Goods left in the rooms without prior arrangement will be deemed abandoned and discarded by the Harbour Trust.
8. Displays and signage: Nothing is to be nailed, screwed, stapled, blue tacked or adhered to any wall, door or other surface or part of the building. Signage in public areas is to be kept to a minimum and must be approved by the Harbour Trust. You must obtain prior written permission to use the Harbour Trust's name and/or logo in print, in any audio-visual display and/or in any multimedia display.

9. Room allocation: The Harbour Trust reserves the right to assign another room for the organised function in the event the room originally allocated for the function is no longer available due to unforeseen circumstances, or is considered inappropriate in the opinion of the Harbour Trust. Such substitution shall be deemed as full performance of the Harbour Trust's obligations under this contract.

10. Compliance: It is understood that the hirer's function will be conducted in an orderly manner in full compliance with the venue management plan. This will include, however not be limited to, maintaining reasonable noise levels, adhering to the WH&S regulations of the relevant state, and adhering to smoking legislation, etc. The hirer and its guests must comply with all relevant laws including the Sydney Harbour Federation Trust Act 2001 and Sydney Harbour Federation Trust Regulations 2001.

11. Damages: The Hirer is financially responsible for any damage sustained to the venue by the hirer, hirer's guests, invitees or other persons attending the function, whether in the room reserved or any area or part of the site. This can include, however is not limited to, extra cleaning charges, cost to repair damaged furniture etc.

12. Responsibility: The Harbour Trust will not accept any responsibility for damage or loss of merchandise left in the venue prior, during, or after the function. Hirers should arrange their own insurance and/or security.

13. Security: The Harbour Trust reserves the right to exclude or eject any or all objectionable persons from the function and the premises without liability. Security guards may be required for functions and this is to be determined by the Harbour Trust's discretion. Security will be organised by the Harbour Trust and must be paid by the hirer. The Harbour Trust is intent on ensuring the safety of both function guests and the public. If the Harbour Trust has reason to believe that a function will affect the smooth running of the venue, its security or reputation, it reserves the right to cancel the function without liability.

14. Basis of agreement: Performance of this agreement is contingent upon the ability of The Harbour Trust to complete same, and is subject to labour troubles, disputes, strikes or picketing, accidents, government (federal, state or local) requisitions; restrictions upon travel, transportation, barging, food, beverages, or supplies; equipment failure, and other causes, whether enumerated herein or not, which are beyond the control of the Harbour Trust. In no event shall the Harbour Trust be liable for the loss of profit or consequential damages, whether based on breach of contract, warranty, or otherwise. In no event shall the Harbour Trust's liability be in excess of the total amount contracted hereto.

15. Food and beverage: Food and beverage service is permitted within the hired venue. If you require onsite catering you can select from the list of accredited catering suppliers. If you wish to utilise another caterer they will need to supply relevant compliance information listed within the Harbour Trust's food and beverage application and enforcement process. No catering equipment should be used within the venue without prior written consent from the Harbour Trust. Alcohol is not permitted.

16. Other information: Days unavailable for hire include Boxing Day, Christmas Day, New Year's Day and other days at the discretion of the Harbour Trust. The Harbour Trust reserves the right to take photos of any event and use for publicity purposes.



17. Activity permits and team building permits: If you are planning on undertaking any activity or team building outside of the conference centre, you will require prior approval from The Harbour Trust. If you are using a third party operator for any activity you will need to download and complete a commercial activity permit application form. The applicant agrees to pay all fees and charges for the booking and use of Harbour Trust venues:

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