

CEN TRE PIE CE

at Melbourne Park



EVENT SERVICES AND
EQUIPMENT GUIDE



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1. Preface

Please note that:

- All prices and rates listed in this document are inclusive of GST unless otherwise stipulated.
- All prices and rates listed in this document are subject to change.
- Please note prices and rates on Public Holidays may incur additional charges.

2. Food & Beverage

2.1 Seasonal Menus

CENTREPIECE seasonal menus are designed to showcase produce at its very best, highlighting their distinctive flavors enhancing the quality of the dishes and your guest experience. Seasonal Menus are released one to two months prior to the period they cater for. Spring/Summer Menu is catered from September 1st to the end of February. Autumn/Winter Menu is catered from the end of February to August 31st.

2.2 Menu selection, final guest numbers, and allergen due date

The following information must be submitted 5 business days prior to your event date (*inclusive of your event date*):

- Allergen and Dietary Requirements
- Final Menu
- Guest Numbers
- Crew Catering numbers

Allergen and dietary submissions past close of business, 5pm on this date will incur a \$20.00 charge per submission allowing for additional kitchen resources to be accommodated in delivering these requests. Additionally, "pop up / on the day" dietary's that require a meal not included in the standard menu will incur a \$20.00 charge, names will be provided post event in this instance. Any request for additional guests after this date are subject to venue approval.

2.3 Allergen and Dietary Management

CENTREPIECE is committed to delivering a safe event for you and your guests. Following updates to the Food Standards Australia New Zealand Act 1991 (Cth) The Delaware North Culinary team, supported by your CENTREPIECE event Planners, are working hard to educate and ensure that allergen and/or dietary preferences are captured accurately to enable the safe service of food and beverages.

Did you know that Food Allergy is estimated to affect around 1 in 20 children (under 5 years of age) and about 2 in 100 adults in Australia? The only way to manage a food allergy is avoidance of all foods containing the allergen including trace amounts.

Our Allergen form has been updated to include three columns:

- Allergen *please note if anaphylactic (An allergen is a type of antigen that produces a strong immune response within the individual)
- Food Intolerance / Autoimmune (these are responses unrelated to the immune system however most commonly present in digestive issues and feeling unwell)
- Dietary Information (this refers to preferences to choices around taste or personal choice and is not as a result of a medical condition nor will trace consumption cause an adverse reaction or harm to the individual)

We ask you, our valued clients, for assistance to view and investigate any submission. A tick box in an online RSVP has worked for many of our clients to date to gain this information.

Hot tip: The following allergens /dietaries listed below often fall within the Food Intolerance or Allergen columns. Keep an eye out for these in your client submissions.

- No seafood
- No shellfish
- No nuts /seeds
- Gluten free*

*Following updated government legislation, information on gluten free / low gluten menu items are as below. This information will be on all menus produced by the Venue team. If you are producing your own, we ask you ensure that this information is provided.

"Due to our kitchen production systems, we are unable to give assurance that our food is gluten free. Menu items described as low gluten (LG) contain no more than 0.02% gluten or 20mg of gluten per 100gm of food."

All banquet events are encouraged to have allocated seating and/or allocated tables. Where this is not arranged by the client an additional charge will apply enabling the culinary team to accommodate resources to locate and responsibly distribute dietary meals.

2.4 Menu Service Timings

Our recommended meal service time frames are as follows. This is a recommendation only and may require tweaking based on the event floorplan, bespoke/alternate menu service, quantity of dietaries and considerations to the current hospitality environment and challenges.

Up to 600 pax:

Entrée service times, 30 minutes for service, 20 minutes for clearing- total to allow 50 minutes.

Main service times, 35 minutes for service, 25 minutes for clearing- total to allow 60 minutes.

Dessert service times, 30 minutes for service, 20 minutes for clearing- total to allow 50 minutes.

Above 600 pax:

Entrée service times, 35 minutes for service, 25 minutes for clearing- total to allow 60 minutes.

Main service times, 35 minutes for service, 25 minutes for clearing- total to allow minimum 60 minutes.

Dessert service times, 35 minutes for service, 25 minutes for clearing- total to allow 60 minutes.

2.5 Menu Tasting

Menu Tastings can be accommodated at request. As standard these are booked six weeks out from the event date. Please contact your Event Planning Executive to arrange. Please note that bespoke menus may attract an additional charge.

- For events less than 300pax a menu tasting comes at \$90.00 per person.
- For events greater than 300pax the menu tasting is free for up to four pax. Additional persons are charged at \$90.00 per person.

Menu Tastings include the following depending on your service type.

Single plated service:

- 2 x entrée
- 2 x main
- 2 x dessert
- 1 x side dish

Alternating plated service:

- 3 x entrée
- 3 x main
- 3 x dessert
- 3 x side dish

Please contact your Event Planning Executive should you wish to taste the beverage package.

2.6 Liquor License Timing's

The below are Melbourne & Olympic Parks Liquor service operating hours as per the current licence.

Trading Hours	Operating hours
Good Friday	Between 12noon and 11pm
ANZAC Day	Between 12noon and 3am the following morning
Sunday	Between 8am and 3am the following morning
On any other day	Between 7am and 3am the following morning

2.7 Catering to small rooms

Where your event may have catering needs in studios, small meeting rooms or Tennis HQ, additional to the main event on level two, we recommend budgeting for a staff member to maintain the rooms throughout the course of your event. This can include but is not limited to clearing the rooms of rubbish and used crockery/glassware regularly, topping up beverages throughout the day, taking coffee orders, assisting with way finding and seeking assistance where required. A minimum call of four hours applies, POA.

3. CENTREPIECE at Melbourne Park Service Partners

It takes a large team to deliver a successful event. Here at Melbourne & Olympic Parks (M&OP), we have partnered with the very best event delivery partners to ensure that your event runs as seamlessly as possible. We are pleased to work with the following dedicated service partners:

Delaware North Australia	Exclusive caterers of Melbourne Park
Microhire Pty Ltd	Preferred Audio-Visual Partner of CENTREPIECE at Melbourne
Showtech Australia	Exclusive Rigging Partner of CENTREPIECE at Melbourne
Quayclean	Exclusive contracted cleaners of Melbourne & Olympic Parks
MSS Security	Exclusive security partner of Melbourne & Olympic Parks
St Johns Ambulance	Preferred First Aid and Medical partner of Melbourne & Olympic Parks

Should any of the above services be required for your event, your Event Planning Executive will work with you to determine requirements and source quotes on your behalf.

3.1 Delaware North Australia

Delaware North are the exclusive caterers of Melbourne Park and therefore hold all catering rights and exclusive use of all kitchen facilities. Externally prepared food and beverages as well as commercial take away products are not permitted inside the Venue under any circumstances at any time. Should your event require external catering of any kind including sampling, a displacement fee to be determined at the time of enquiry may be charged. This displacement fee is at the sole discretion of your Event Planning Executive.

3.2 MICROHIRE PTY LTD



Microhire Pty Ltd are the preferred Audio-Visual Partner of CENTREPIECE at Melbourne Park. Please speak to your Event Planning Executive should you wish for Microhire to provide a personalised quote for your event. Please note that this is a preferred arrangement and not exclusive, however should you wish to provide your own Audio Visual or appoint an off-site Audio-Visual supplier, there will be a Tech on Duty (TOD) fee payable and in some instances charges for use of pre-installed equipment. The TOD fee is dependent on your event and your event timings, and a proposal can be provided to you at the time of enquiry.



3.3 SHOWTECH AUSTRALIA

Rigging services are required for all events where equipment is suspended or attached from the ceiling. Showtech Australia are the exclusive rigging provider for CENTREPIECE at Melbourne Park. Leaders in their industry, they accommodate the appropriate engineering sign off, risk management, safety/OH&S standards are met and deliver on creative, accurate solutions for your event.

Rigging is most often required for theming and Audio-visual needs. Your Sales Manager and/or Planning Manager will be able to put you in touch with a Showtech Australia expert to ascertain your needs in line with your Audio-Visual requirements. Showtech will provide a bespoke quote for your event once Audio-Visual requirements have been confirmed, in the interim an estimate starting price can be provided.

Showtech Australia work closely with our in-house Audio-Visual supplier Microhire, with Microhire's in-house equipment suspended by Showtech Australia Infrastructure. Please note that a Microhire quote will be closely followed by a Showtech Australia quote.

4. Venue and Event Staffing

4.1 Security

At the sole discretion of your Event Planning Executive, event security employed by M&OP may be required to be in attendance throughout your event, this includes.

- Event Security Supervisor employed by M&OP
- Event Security staff member employed by M&OP
- Event Security Supervisor employed by MSS Security and appointed by M&OP
- Event Security team member employed by MSS Security and appointed by M&OP

Your Event Planning Executive will assist you with further details regarding security requirements for your event including providing an accurate quote for this service.

Event Security Supervisor	Hourly Rate
Monday – Friday	\$55.83
Saturday, Sunday	\$55.83

Event Security staff	Hourly Rate
Monday – Friday	\$46.49
Saturday, Sunday	\$46.49

* Minimum call out of 3.5 hours apply.

* Final number and duration of event security is also subject to change based on your final numbers and event requirements.

Should you require bag search, wandering or services above the scope of M&OP security our contract Security company MSS will be engaged and quoted separately.

4.2 Fire Indicator Panel Operator (FIP)

A qualified Duty Engineer employed by M&OP will be required for the duration of your event to operate the Fire Indication Panel should your event (including all rehearsals) include the following:

- Cooking demonstrations
- Smoke, Dry Ice, Hazers or similar
- Pyrotechnics
- Any other activity that may affect smoke or heat detectors.

The employment of an FIP will be at the sole discretion of your Event Planning Executive and the costs for this service will be on-charged to your event.

Fire Indicator Panel Operator	Hourly Rate
Monday – Friday	\$46.49
Saturday, Sunday	\$46.49

* Minimum call out of 3.5 hours apply. Prices are ex GST.

4.3 Cleaning

a) Standard Cleaning Services

As a standard service within CENTREPIECE at Melbourne Park, our venue service partner, Quayclean will conduct the following cleaning services:

- Pre and Post event venue clean
- Periodic bathroom and event area cleans throughout the duration of your event.

Should you wish to employ a team of dedicated cleaners throughout the duration of your event, please let your Event Planning Executive know and a detailed quote will be provided to you. Rates as a guide apply.

Cleaning Attendant	Hourly Rate
Monday-Friday	\$45.30
Saturday	\$59.70
Sunday & Public Holiday	\$80.00

At the sole discretion of your Event Planning Executive, M&OP may impose additional charges where cleaning requirements are over and above what is considered normal cleaning services due to the nature of the event. Your Event Planning Executive will assist with further details regarding additional cleaning requirements for your event and provide detailed quotes for this service.

* Please note that a minimum call out of 4 hours apply.

b) Covid Compliance

M&OP is dedicated to providing you and your guests with a safe environment to host your event. As a complimentary service, M&OP will provide adequate hand sanitisers for your event based on the number of guests that you are expecting. Should you wish to provide over and above these numbers, please enquire with your Event Planning Executive who can provide a detailed quote for this service.



c) Exhibitions

For Exhibition events that are held within CENTREPIECE at Melbourne Park the following cleaning services are complimentary:

- Pre event clean (post your exhibition build)
- Post event clean (post your event each day, plus after your event has bumped out)
- Periodic Bathroom cleans throughout the duration of your event.

The following services ARE NOT included in this complimentary service:

- Cleaning of individual stands
- Destruction and waste management of stand builds

Events which have substantial of excessive waste will incur additional costs.

Please note that CENTREPIECE at Melbourne Park is dedicated to reducing our carbon footprint on this planet. We encourage all stand builders to choose an environmentally friendly solution to your exhibition build by choosing products that have been or are intended to be recycled. Should you require our team to recycle your products for you, please speak with your Event Planning Executive for a dedicated quote for this service.

* Minimum call out of 4 hours apply.

d) Sustainability

CENTREPIECE at Melbourne Park has employed a team of experts to assist us in our charge of reducing our carbon footprint on the planet and has implemented a rigorous recycling program within the venue. We ask that you and your guests adhere to the venue's recycling program by using the appropriate bins marked with the relevant recyclable materials.

4.4 First Aid Attendants

At the sole discretion of your Event Planning Executive and in discussion with you regarding your event, first aid attendants from St Johns Ambulance contracted by M&OP may be required to be in attendance throughout your event.

The need for first aid attendants will be based on the anticipated numbers of guests or the demographic of guests attending your event, anticipated duration and conclusion time of your event, liquor service and any anticipated risk associated with your event.

Based on your event requirements, your Event Planning Executive will provide you with a detailed quote for these services.

First Aid Attendants	Hourly rate
Monday - Sunday	\$TBC – quote obtained based on event requirements

- * Minimum call out of 3.5 hours apply.
- * Minimum two (2) staff required per shift.
- * Maximum eight hours per shift.

4.5 Guest Services Staff & Carparking Attendants

CENTREPIECE at Melbourne Park can also assist with the employment of Patron or Guest Services Staff to assist with areas such as registration, ushering and cloakroom. Please speak to your Event Planning Executive should these services be required who can provide you with a detailed quote.

Guest Services Staff	Hourly rate
Monday – Friday	\$44.02
Saturday, Sunday	\$44.02

Guest Services Supervisor	Hourly rate
Monday – Friday	\$51.00
Saturday, Sunday	\$51.00

* Minimum call out of 3.5 hours apply, prices are ex GST

4.6 Portering Services

The venue Operations team can provide portering services for events that require assistance moving equipment and/or deliveries around the venue or from the loading dock. Please discuss with your Event Planning Executive who will be able to provide a quote.

5. Car Parking

Onsite car parking is available within the M&OP precinct for guests in the following locations:

- CENTREPIECE Car Park (Access via Entrance A or Entrance D)
- Eastern Plaza Multi Level Car Park (Entrance D)
- Northern Car Park (Access via Entrance A)

Please note current parking rates and locations by visiting www.mopt.com.au. Should your event fall on a day where there is a scheduled day time event within the Precinct (including MCG & AAMI Park), parking rates may vary.

Your Event Planning Executive will advise you on the most suitable option for your guests and can arrange pre-purchased car parking.

To avoid disappointment, we highly encourage your guests to pre book their car parking via our website www.mopt.com.au.

* Rates and available car parking is subject to further change

* Parking is subject to availability and is not guaranteed

5.1 Valet Parking

Valet parking is available at our exclusive CENTREPIECE Carpark via our preferred supplier. Please liaise with your Event Planning Executive to arrange. Prices start at \$3,500 to accommodate all parking spaces in CENTREPIECE for a duration of 5 hours.

6. Forklift & Elevated Working Platform (EWP)

All Forklift operation within CENTREPIECE at Melbourne Park including the Central Logistics Hub must be operated by a team member employed by M&OP. Should you require the use of a Forklift and driver, please advise your Event Planning Executive. The hire rate below includes forklift operator, spotter and gas.

Please note that Forklift operation is strictly prohibited from use within The Grand Hall or the Pre-Function Space. M&OP has purchased electric Pallet Jacks for use by a M&OP Team member. Should you require the use of an electric Pallet Jack, please advise your Event Planning Executive who will provide you with a detailed proposal for the costs of this service.

We have two (2) types of lifters available onsite for hire by our clients:

- One (1) JLG 20 MVL – Single Person Lifter
- Three (3) JLG 3246Es Scissor lifts

These units are available for hire and can be done so via your Event Planning Executive. To hire and operate our lifters, an operator must present either the Loading Dock Manager or a member of our Venue Operations Team a copy of their High-Risk License to sign out and operate these vehicles on our Precinct.

Machine Hire	Per Day
Forklift: Monday - Sunday	\$450.00
EWP : Monday - Sunday	\$120.00

7. Electrician

M&OP can arrange for an electrical contractor to perform the task of tagging and testing, installation of electrical requirements/pathways or other requirements with up to 72 hours' notice to your Event/Bump in. Please liaise directly with your Planning Executive.

Temporary electrical installations must be carried out by a registered electrical contractor. All electrical installations must be in accordance with Victorian OH&S legislation and relevant standards. Should you be performing any electrical works, an Electrical Safety Certificate must be completed by contractors after any electrical installation works. The electrical safety certificate must be provided to the Venue Management Team prior to the event commencement.

M&OP and contractors working on behalf of M&OP, in their sole discretion, reserve the right to shut down untested equipment and prohibit its use until adequate testing is completed. Please liaise with your Event Planning Executive or Manager to obtain a quote tailored to your event. Indicative rates are listed below.

Electrician	Hourly Rate
Monday - Friday	\$94.50
Saturday - Sunday	\$135.00
Public Holiday	\$175.00

8. Internet

There is currently 11Mbps dedicated to CENTREPIECE, please speak to your Event Planning Executive if your needs exceed this. One Wi-Fi network is complimentary.

Additional Wi-Fi connection/network or hardline a flat fee \$175.00 inc. GST.

Requests must be passed along to the Venue team with a minimum of 1 week's lead time.



9. Venue Linen

All banquet events where a plated meal or shared to the table menu is served to a banquet table, linen including napkins and round tablecloths are included.

All other event line requirements are charged at the below rates:

Round Tablecloth - \$10 each

Napkin - \$1.00 each

Trestle linen - \$8.00 each

Please speak to your Planning Executive for more information and colour selections.

10. Pads and Pens

We will include a modest amount pads and pens at the rear of the room, but to be more sustainable, they will only be included at each place setting if requested by the client. An extra charge of \$2.00 per pen/paper set will apply should a set (pen and paper) or individual item (pen or paper) be required at each place setting.

11. Venue Hirers Sub-Contractors

- 11.1 The Venue Hirer must ensure that all Sub-contractors have completed M&OP's site induction prior to coming on site
- 11.2 The Hirer must take all necessary and reasonable precautions in order to ensure the safety and health of the Sub-contractors.
- 11.3 The Hirer must ensure that the Sub-contractors carry out their services with due regard and attention to occupational health and safety issues which may impact on them including.
 - 11.3.1 Providing and maintaining a safe working environment and safe system of work and ensure plant, equipment and substances are maintained in a safe condition.
 - 11.3.2 Complying with any reasonable direction of M&OP to correct, repair or make good any occupational health and safety deficiencies.
 - 11.3.3 Reporting to M&OP all health and safety incidents, injuries and hazards related to activities performed by the Sub-contractors.
 - 11.3.4 Ensuring that a representative of the Sub-contractor attends any M&OP health and safety meetings as required or if requested by M&OP.
 - 11.3.5 Providing, at M&OP's request, details of occupational health and safety risk management programs, training records, safety checklists or other records to enable M&OP to determine the Sub-contractor's level of competence.
 - 11.3.6 Providing accident investigation reports to M&OP of all injuries, illnesses and property damage arising out of the execution of their activities.
 - 11.3.7 Providing (or ensuring that Sub-contractors provide) all necessary safety equipment and training of the Sub-contractor's employees which may be required for the performance of their activities.
 - 11.3.8 Completing all necessary forms and paying any fees applicable under law in relation to carrying out their activities; and
 - 11.3.9 Ensuring that Sub-contractors have in place appropriate public liability insurance and produce certificates of currency of insurance to M&OP upon request.
 - 11.3.10 M&OP may require the Sub-contractors to be trained in safety and evacuation procedures and requirements at no cost to M&OP.
 - 11.3.11 The Hirer must ensure that the Sub-contractors are familiar with those parts of M&OP's emergency management plan which may require action or planning on their behalf.

12. Restrictions on Use of the Centre



The Venue Hirer Must:

- 12.4 Not load the floor of the Event Area beyond the maximum permitted loading referred to in the technical specifications of the Event Area;
- 12.5 Not suspend any object or thing from the roof of the Event Area other than lighting, sound and other equipment details of which have been previously submitted to and approved by the Event Planning Executive;
- 12.6 Not install, use or bring into the Event Area any electrical installation, equipment or fittings for the staging of the Events other than the electrical installation, equipment and fittings details of which have been previously submitted to and approved by the Event Planning Executive;
- 12.7 Not without written approval of the Event Planning Executive, bring into the Event Area any equipment or item which by reason of its weight or vibration resulting from its operation could in the reasonable opinion of the Event Planning Executive cause damage to the floor, the roof or to other parts or services of the Event Area;
- 12.8 Furnish to the Event Planning Executive upon request any plan, drawings and specifications relating to any equipment or structures planned for installation in the Event Area;
- 12.9 Not bring into the Event Area any firearms, explosives, inflammable liquids, hazardous materials, drugs or alcoholic beverages (whether for sale or supply) or any other goods or services for the purpose of sale or supply;
- 12.10 Not install or bring into the Event Area, or permit any other party to install or bring into the Event Area, any plant, equipment or fitting which is or may become unsafe or which may pose a health or safety risk to any person;
- 12.11 Use all reasonable endeavours to ensure that the Associated Persons will not smoke in any part of the Event Area other than those outdoor areas where smoking is permitted. The Hirer undertakes to bring to the attention of the Associated Persons the "no smoking" policy at the Event Area and acknowledges and agrees that M&OP may remove any person from the Centre who breaches the "no smoking" policy;
- 12.12 Refrain from marking, painting, drilling into or otherwise defacing any part of the Event Area or making any alteration to the structure, fittings, decorations or furnishings of the Event Area without the prior approval of the Event Planning Executive;
- 12.13 Refrain from displaying any signage or advertisements on any part of the Event Area without the prior approval of the Event Planning Executive; and
- 12.14 Comply with the Event Planning Executive's directions concerning all equipment and vehicles brought into the Event Area and all vehicles accessing the Event Area or the Centre.

13. Ticketed Events

At the contracting stage of your event, please advise the sales Executive if your event will be publicly ticketed. The following applies where it is.

13.1 Ticketing

- a) The Client acknowledges that M&OP is responsible for all ticketing arrangements for all events held at the Centre.
- b) The Client agrees that:
 - i. the Client will not print, supply or sell any Tickets;
 - ii. M&OP will itself or through the Ticketing Agent print supply and sell all Tickets;
 - iii. it will not give any instructions direct to the Ticketing Agent unless M&OP has provided the Client with its prior written consent;
 - iv. M&OP or the Ticketing Agent will receive and deal with as it sees fit all Ticketing Fees and Transaction Fees;
 - v. it will not advertise or promote the Event or the dates for sale of the Tickets without the prior approval of the Event Planning Executive;



- vi. M&OP may require advertisements or promotions in relation to the Event to be withdrawn or amended if M&OP reasonably considers them to be illegal, offensive or likely to damage the reputation of M&OP;
 - vii. all promotions or advertising in relation to the Event including without limitation television, digital, newspaper and radio advertising shall include the official name of the Centre and any other information which the Event Planning Executive may stipulate;
 - viii. it will submit for the approval of the Event Planning Executive full particulars of the information required by the Event Planning Executive in relation to Tickets pursuant to this Agreement;
 - ix. M&OP will require Tickets to carry the Gross Ticket Price of the Ticket on the face of the Ticket and under no circumstances will M&OP approve the deemed sale or on-sale of a Ticket unless this requirement is met;
 - x. the final decision on any matter concerning Tickets (other than Ticket pricing) will be made by the Event Planning Executive in consultation (where possible) with the Client; and
 - xi. it will recognise the Companion Card Program implemented by the State of Victoria.
- c) M&OP agrees that it will:
- i. subject to its rights set out in this Agreement in respect of the sale or withholding from sale of Tickets, not release for sale or withhold from sale any Tickets without first consulting the Client;
 - ii. comply with the reasonable directions of the Client concerning the sale of Tickets; and
 - iii. ensure that the Ticketing Agent prints, supplies and sells Tickets in accordance with the arrangements agreed between M&OP and the Client.
- d) The Client shall receive the number of Complimentary Tickets specified in Item 7.2 of the Schedule in respect of each Performance and will pay to M&OP in respect thereof the associated printing costs specified in Item 7.2 of the Schedule. For every Complimentary Ticket the Client distributes for a Performance in excess of the number specified in Item 7.2 of the Schedule, the Client shall pay to M&OP through the venue settlement, an amount equal to the Ticketing Fee that would have been payable on those Tickets.
- e) M&OP is entitled to withdraw Tickets from sale for the purpose of providing seats elsewhere in the Centre at a Performance to any persons holding Tickets to that Performance.
- f) The Client agrees that:
- i. no person will be admitted to any Performance without a Ticket or a zero value ticket;
 - ii. M&OP shall not be responsible for any failure in the ticketing system or for any act, omission or default in respect of the printing supply and sale of the Tickets except to the extent that:
 - a. M&OP has been negligent; or
 - b. M&OP using its best endeavours recovers any costs, expenses or damages from its ticket agent by reason of the negligence of or breach of contract by the Ticketing Agent;
 - iii. M&OP shall not be responsible for any fraud or theft on the part of any person engaged by M&OP or the Ticketing Agent in respect of the printing, supply and sale of the Tickets or non-payment by a purchaser of a Ticket, except to the extent that such failure or event was caused by M&OP's wilful misconduct or negligent act or omission;
 - iv. M&OP may for any lawful reason, refund to any person who has purchased Tickets for a Performance, the Gross Ticket Price or part thereof in respect of the Tickets or in lieu of a refund offer to provide Tickets to another Performance or for any other events at the Arena and M&OP shall be under no liability to the Client in respect of any refund or replacement Tickets;
 - v. the final determination of the number of Tickets to be sold for each Performance shall be made by the Event Planning Executive based on the



- information provided to the Event Planning Executive by the Client and the Event Planning Executive's determination (if any) concerning sightlines for that Performance;
- vi. no Tickets will be released for sale until after:
 - a. the Event Planning Executive makes a determination (if any) concerning sightlines for each Performance;
 - b. the Event Planning Executive is satisfied that M&OP has received sufficient information relating to the Event; and
 - c. the Holding Deposit is paid;
 - vii. advertised Ticket prices must be in accordance with Australian Competition and Consumer Commission guidelines or other legislative or regulatory requirements; and
 - viii. M&OP shall not be liable to the Client for any consequences of the sale of Tickets on the secondary ticket market.
- g) The Client agrees that in respect of all sales of Tickets:
- i. except as provided in clause 21.1(h), the Net Takings will be retained by M&OP or the Ticketing Agent until the conclusion of the Event and then together with the Holding Deposit applied by M&OP in satisfaction of all amounts payable by the Client to M&OP or owing to or deductible by M&OP in accordance with the terms of this Agreement;
 - ii. within one working day after the conclusion of the Event M&OP shall make available to the Client a box office statement detailing the amount of the Net Takings;
 - iii. unless otherwise agreed, within five working days after the conclusion of the Event, M&OP shall:
 - 1. furnish to the Client a final statement detailing the manner in which the Holding Deposit and the Net Takings have been applied by M&OP towards satisfaction of the amounts payable by the Client or deducted by M&OP in accordance with sub-clause 21.1(g)(i);
 - 2. subject to sub-clause 21.1(g)(ii) being satisfied, pay to the Client the balance of the Net Takings and the Holding Deposit; and
 - 3. pay by electronic funds transfer to the Client's designated bank account any monies payable to the Client under clause 21.1(g)(iii)(2);
 - iv. that it will examine the box office and final statements promptly and in each case will notify M&OP in writing of any error or objection within seven days of receipt;
 - v. that unless M&OP receives notification in accordance with sub-clause 21.1(g)(vi), the box office and final statements will be deemed true and correct; and
 - vi. if the Holding Deposit and the Net Takings prove insufficient to cover all amounts payable to or deductible by M&OP pursuant to this Agreement, the Client will pay the balance shown therein to be due to M&OP immediately upon demand.
- h) M&OP may hold or require the Ticketing Agent to hold so much of the Gross Takings as M&OP reasonably believes may be required for the payment of refunds and the settling or contesting of claims as for that period of time which M&OP reasonably deems appropriate in the case of cancellation or postponement of any or all Performances by the Client.

13.2 Ticket Onseller Agreement

- (a) For the purposes of this clause an "Authorised Onseller" means the Client who has Tickets which have been initially transacted on the Ticketing Agent's sales platform,



- and then sold or issued to an end customer or other entity for any price no higher than the face value of the Ticket.
- (b) M&OP shall be responsible for the printing and issue of all tickets for events held within the precinct. M&OP's Ticketing Agent will be the sole provider of ticket printing services for all Authorised Onseller sales for the Event, in addition to those tickets sold through the Ticketing Agent's network.
 - (c) The Ticketing Agent will allow the Hirer to sell an approved sellable allocation of the Event to sell via their own sales network, for a limited time only prior to the Event to be agreed by M&OP, which will be the Client's Authorised Onseller Ticket allocation ("Client Allocation").
 - (d) The Client agrees to the following Client Allocation release schedule:
 - (i) One month prior to the Event Date, the Client will release back to the Ticketing Agent, the remaining Client Allocation to be released for sale on the Ticketing Agent's network, unless otherwise agreed in writing by M&OP.
 - (e) The Client commits to administer all Authorised Onseller Tickets independent of M&OP and the Ticketing Agent and to be responsible for all financial responsibilities in relation to Tickets issued from this Client Allocation.
 - (f) The Client agrees to indemnify M&OP and the Ticketing Agent of all responsibility (financial or other) with regard to Tickets sold by it from the Client Allocation.
 - (g) The Client will maintain an accurate list of customer details for any tickets sold from its Client Allocation. Details required by M&OP will be provided to the Client prior to Event announcement and the Client agrees to provide these details to M&OP as requested.
 - (h) The Client agrees to include any terms and conditions required by the Ticketing Agent and/or M&OP in the transaction of Authorised Onseller Tickets including but not limited to any requirements to share personal information due to the COVID-19 pandemic.
 - (i) The Client will provide a minimum of two Client representatives in the Box Office to manage Authorised Onseller Tickets on the Event Day.
 - (j) Lost or stolen Authorised Onseller tickets will be deemed to have been sold. Replacement Tickets will not be issued.
 - (k) Under no circumstances will the ticketed capacity exceed or differ from the approved site capacity for the Event.
 - (l) The Client will include clear reference to Ticketek, www.ticketek.com.au either as text or in approved graphic on all publicity material outlining venue, event and/or ticketing details.
 - (m) For Fees and charges for Tickets sold only through Ticketek refer to the Agreement.
 - (n) Authorised Onseller Tickets will be bulk printed at a cost of \$2.50 (including GST) per Ticket plus the face value of the Ticket (minimum of 50 Tickets per transaction)
 - (o) All tickets will be issued in the format determined by M&OP.
 - (p) Authorised Onseller Tickets may be ordered as required however M&OP require a minimum of 5 Business Days to process order upon receipt of funds from the Client before they will be made available for Client to collect or dispatch.
 - (q) Authorised Onseller Tickets may not be returned or refunded under any circumstances.
 - (r) Complimentary Tickets must not be sold under any circumstances.