



MCEC LICENCE AGREEMENT

TERMS AND CONDITIONS

for the use of the

Melbourne Convention and Exhibition Centre

MCEC LICENCE AGREEMENT

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LICENCE DOCUMENTS

This Licence comprises the following documents:

1. General Conditions of Licence;
2. Operations Manual;
3. Summary of Charges;
4. Reference Schedule;
5. 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.

MCET and the Licensee acknowledge and agree that the estimated details and costs relating to a proposed Event as set out in the Reference Schedule and Space Hire Charge and Plan will be updated from time to time by way of Summary of Charges to reflect the specific details applicable to the Event. The applicable Summary of Charges, Reference Schedule and Space Hire Charge and Plan will be the latest version of the Summary of Charges, Reference Schedule and Space Hire Charge and Plan executed by MCET and the Licensee in accordance with **Clause 7.2** this Licence.

By executing this Licence, each of MCET and the Licensee acknowledge that they have read and accept the terms and conditions set out in the General Conditions of Licence and the Operations Manual.

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REFERENCE SCHEDULE

Date of Licence			
The Licensee	Name:		
	ABN:		
The Licensed Area Please insert a description of the Licensed Area if required, or insert "Not Applicable".	That part of the Melbourne Exhibition Centre or Melbourne Convention Centre which is shaded on the approved Space Hire Charge and Plan attached. The Licensed Area is described as follows:		
The Name of the Event ,Event Number, and the Nature of the Event	Name:		
	Event No:		
	Nature of the Event:	Exhibition, Function, Convention or Meeting (delete whichever is not applicable)	
The Permitted Use Please include a brief description of the Event including anticipated number of attendees, type of industry and whether the Event is public, trade or both.	Description of Event :		
	Public, trade or both:		Estimated No. of Attendees:
Licence Fee – comprising: Clause 2.1	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):		\$
Security Deposit (all security deposits are issued excluding GST) Clause 2.2	Payment on Execution:		\$
	1. Subsequent Payments	on 200	%
Balance of the Licence Fee Clause 2.3	Final invoice to be issued following the Event inclusive of GST and then applying deposits paid.		
Licence Term	Commencement: Hours on		
	Conclusion: Hours on		
Public Liability Insurance Clause 5	\$10 Million for any one occurrence or such other amount as MCET and the Licensee agree in writing.		
Multiple Events* Clause 1.2 Please include this if the Reference Schedule is added to an existing Licence.	This Reference Schedule has been added to and now forms part of the Licence between MCET and the Licensee. Signed, for and on behalf of:		
	MCET:	Date:	

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[*Delete if inapplicable].	Licensee:	Date:
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1. GRANT OF LICENCE

1.1 GRANT

MCET permits the Licensee to enter, occupy or use the Licensed Area, the Common Area and the Centre Facilities for the Permitted Use in accordance with this Licence.

1.2 MULTIPLE EVENTS

This Licence may apply to more than one Event. The parties must complete a separate Reference Schedule for each Event and attach it to this Licence on the date of this Licence, or subsequently if the Event is arranged after the date of this Licence. A Reference Schedule which refers to this Licence but is not attached will be deemed to form part of this Licence. The terms and conditions of this Licence will apply to each Event separately.

2. FINANCIAL

Financial definitions used in Clause 2 are set out in Clause 10.

2.1 LICENCE FEE

The Licensee must pay the Licence Fee to MCET for each Event as follows:

- (a) prior to Commencement – by payment of the Security Deposit (Clause 2.2); and
- (b) immediately following the Event – by payment of the balance as invoiced by MCET (Clause 2.4).

2.2 SECURITY DEPOSIT

- a) The Security Deposit is calculated and payable by instalments by:
 - (i) a payment on Execution; and
 - (ii) subsequent payments (amount to be notified by MCET) in accordance with the Reference Schedule. The Estimated Attendees and Final Attendee Numbers (as advised in accordance with **Clause 3.2**) will be used to calculate any subsequent payments.
- (b) MCET may apply the instalments of the Security Deposit, in the order MCET considers appropriate, in satisfaction of any money payable by the Licensee under this Licence, including any Loss MCET may suffer or incur.
- (c) The Licensee must immediately provide any further financial security requested by MCET.

2.3 ESTIMATED CHARGES

- (a) The Estimated Event Charge, Estimated Service Charge and Estimated Food and Beverage Charge specified in the Reference Schedule are estimates only based on the expectations of MCET and the Licensee as at the date of Execution.

The actual Licence Fee payable by the Licensee will be the actual Event Charge, Service Charge, Cancellation Fees, Taxes, Additional Charges, Interest and any other amounts payable in accordance with this Licence calculated at the prevailing MCET rates applicable as at the Commencement and, subject to this **Clause 2**, representing the actual costs incurred in respect to the Event.

- (b) In the case of clauses 2.5 and 2.6, 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.

2.4 INVOICE FOLLOWING THE EVENT

Immediately following an Event, MCET will calculate the License Fee and invoice the Licensee for an amount equal to the License Fee less any amount previously paid. The Licence fee is payable in full within 7 days after you receive the invoice.

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2.5 CANCELLATION FEES

If the Licensee:

- (a) requires an area smaller than the Licensed Area for an Event and MCET agrees to provide a smaller area, MCET may at its election do one or both of the following:
 - (i) reduce the Space Hire Charge; and
 - (ii) require the Licensee to pay an amount calculated in accordance with Clause 2.3(b) in respect of the area originally licensed; or
- (b) cancels or postpones an Event the Licensee must pay MCET the following amount, which MCET declares and the Licensee acknowledges:
 - (i) has been agreed in good faith;
 - (ii) is a genuine pre-estimate of the Loss MCET is likely to suffer as a consequence of a cancellation or postponement;
 - (iii) are reasonable and not intended as a penalty:

If MCET 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

2.6 ADDITIONAL CHARGES

The Licensee must pay to MCET Additional Charges in addition to the Event Charge otherwise payable if the following occurs:

Nature of Variation	Charge
Less than 30 people attend an Event.	15% of the Food and Beverage Charge.
An Event is held on a Sunday or a Victorian public holiday.	15% of the Food and Beverage Charge.
An Event continues after midnight.	\$2.00 per hour (or part hour) per person confirmed to attend the Event in accordance with Clause 3.2
The number of attendees at an Event is more or less than the Final Attendee Number.	The Food and Beverage Charge calculated by reference to the Final Attendee Number or the actual number of attendees, whichever is the greater.
The Licensee fails to vacate the Centre at the conclusion of the Licence Term.	100% of the Loss suffered by MCET.
The Licensee fails to leave the Licensed Area in the condition required by Clause 3.5 .	100% of the Loss suffered by MCET.
The Licensee pays by an approved credit card.	Credit card service fees as permitted by relevant Laws.

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2.7 VARIATION OF CHARGES

MCET may vary the charges for an Event as follows:

Charge	Nature of Variation
Event Charge (not including the Space Hire Charge)	MCET may vary the charge, without Notice to the Licensee, based upon the variation in fees and costs actually incurred by MCET.
Space Hire Charge for the Catering Area	If the Catering Area is used for another purpose, MCET may require the Licensee to pay a Space Hire Charge.
Licence Fee – Damage	If damage occurs to the Centre, the Licensed Area or access rendering it unfit for use by the Licensee, MCET will reduce or waive the Licence Fee 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. If the amount of the reduction or waiver is disputed, the dispute must be determined by an Expert, acting as an expert and not as an arbitrator and whose decision will be final and binding.
Space Hire Charge – Re-allocation of the Licensed Area	MCET will change the Space Hire Charge proportionately by area if MCET, 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. MCET will not re-allocate the Licensed Area if the Event is an Exhibition and MCET and the Licensee have agreed in writing that MCET will not re-allocate the Licensed Area.
Licence Fee – Additional Services	MCET will increase the Licence Fee if the Licensee requires additional services not included in this Licence.

2.8 METHOD OF PAYMENT

- (a) MCET may accept any payment due under this Licence by an approved credit card. A credit card service fee may be charged in accordance with relevant Laws.
- (b) Unless otherwise expressly stated, all sums payable or consideration provided under this Licence are inclusive of GST. MCET will provide the Licensee with a valid tax invoice at or before the time for payment of a GST inclusive sum.
- (c) For the payment of Taxes, MCET may estimate likely amount and use the estimate to comply with the relevant authority's request.

2.9 INTEREST

The Licensee must pay Interest on any amounts due and unpaid under this Licence. Interest will be calculated daily from the due date for payment until payment is received by MCET.

3. LICENSEE'S OBLIGATIONS

The Licensee must comply with the following:

Activity	Compliance Requirements
3.1 OPERATIONS MANUAL	<p>It is the Licensee's responsibility to ensure that it has received a copy of the Operations Manual. The Operations Manual is deemed to form part of this Licence, and the Licensee must comply with those provisions of the Operations Manual which are applicable to the Licensee or the Licensed Area.</p> <p>If:</p> <ol style="list-style-type: none"> (a) MCET alters the Operations Manual under Clause 7.1; (b) the alteration is not a result of a legislative (or other legal) requirement; and (c) the Licensee notifies MCET that the alteration will have a materially adverse effect on the Event, <p>then MCET and the Licensee must, acting reasonably, work together to endeavour to alleviate the adverse effect on the Event.</p>

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<p>3.2 CATERING</p>	<p>MCET will provide the catering for an Event unless stipulated to the contrary in the Reference Schedule or if MCET provides Approval to the Licensee allowing it to use its own caterers.</p> <p>If the Licensee uses its own caterers, the Licensee must ensure that its caterers, its Exhibitors and their respective employees and contractors comply with the Food Laws.</p> <p>The Licensee must confirm in writing at least 10 Business Days before Commencement the number of Estimated Attendees expected at an Event to be catered for by MCET.</p> <p>The Licensee must confirm in writing at least 3 Business Days before Commencement the Final Attendee Numbers expected at an Event to be catered for by MCET.</p>
<p>3.3 ALCOHOL</p>	<p>The Licensee must ascertain and comply with the obligations imposed on MCET as permit holder of the Centre under any Law relating to the sale or consumption of alcohol.</p>
<p>3.4 AUDIO VISUAL EQUIPMENT AND FACILITIES</p> <p>PUBLIC ADDRESS SYSTEM</p>	<p>If the Licensee requires the use of Audio Visual Equipment and Facilities, it must use the Audio Visual Equipment and Facilities supplied by MCET at the Centre. The Licensee must in writing confirm to MCET its Audio Visual Equipment and Facilities requirements at least 10 Business Days before Commencement. If MCET agrees to provide Audio Visual Equipment and Facilities on less than 10 Business Days notice, MCET will not be liable for inadequate, inappropriate or unsatisfactory Audio Visual Equipment and Facilities except to the extent that MCET has acted negligently.</p> <p>The Licensee must submit to MCET for its Approval details of the Licensee's Public Address System requirements at least 1 month prior to Commencement.</p>
<p>3.5 CONCLUSION OF AN EVENT</p>	<p>The Licensee must keep and at Conclusion leave the Licensed Area clean, tidy and in the same condition as described in the Condition Report.</p> <p>Unless MCET directs otherwise, at Conclusion the Licensee must remove all its property from the Centre.</p> <p>MCET will not be responsible or liable for any property left or abandoned at the Centre during an Event or after Conclusion.</p> <p>The Licensee may, with MCET's Approval, engage cleaners for an Exhibition. The Licensee must pay or reimburse MCET for any cost incurred by MCET for providing cleaners for an Event.</p>
<p>3.6 ALTERATIONS TO THE CENTRE</p>	<p>The Licensee must do all things necessary to allow MCET, acting reasonably, to carry out any work in the Licensed Area. If the work arises from the use of the Centre by the Licensee, the Licensee must pay or reimburse MCET the cost of the work.</p> <p>The Licensee must not make any alterations or additions to the Centre without MCET's prior Approval.</p>
<p>3.7 (A) USE OF THE CENTRE</p>	<p>The Licensee must not:</p> <ul style="list-style-type: none"> (a) use or allow the Centre to be used for any purpose other than the Permitted Use; (b) 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. MCET may refuse admission to or remove from the Centre any person whose behaviour is unsatisfactory or may be contrary to this Licence or the Law; (c) 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; (d) overload any part of the Centre beyond its maximum permitted loading; (e) use the Loading Dock without MCET's Approval; (f) install, use and remove any services, displays, cabling, equipment or other item without MCET's Approval; (g) misuse connection fittings or equipment in or around the Centre; (h) access the Centre outside the Centre Hours without MCET's Approval which Approval will not be unreasonably withheld and without paying any additional cost to MCET; and; (i) smoke or permit smoking inside the Centre.

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<p>(B) GREEN STAR RATING</p>	<p>The Licensee must comply with all MCET's directions in relation to the environmental compliance of an Event with MCET's sustainability requirements as outlined in the Operations Manual. The Licensee must not use or allow the Centre to be used in any manner which may reduce or impact on the green star rating of the Centre or any part of the Centre as set out in the Operations Manual or otherwise as notified by MCET from time to time.</p>
<p>3.8 (A) SECURITY TYPE OF SECURITY</p>	<p>The Licensee must provide the level and type of security required by MCET. All security personnel the Licensee intends to engage must receive MCET's Approval before Commencement.</p> <p>If the Licensee requires additional security to that determined by MCET, the Licensee must reimburse MCET for any cost incurred by MCET for providing the additional security.</p> <p>If the Licensee becomes aware, or if there are circumstances where the Licensee, acting reasonably, ought to be aware that additional security should be provided, or that an Event ought to be terminated or suspended, the Licensee must give MCET Notice, including reasonable details of the matter.</p> <p>If at any time MCET 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 MCET for any additional cost. MCET will not be liable for any Loss to persons or property in the Centre as a result of MCET arranging additional security.</p>
<p>(B) SECURITY INDIVIDUAL SECURITY</p>	<p>The Licensee must notify MCET in writing before Commencement:</p> <ul style="list-style-type: none"> (a) the name of any visiting dignitary or any other person who would require personal security ("Visitor"); (b) the Visitor's estimated arrival time and duration of visit; and (c) the security arrangements for the safety and convenience of the Visitor. <p>If MCET considers the security arrangements insufficient for the Visitor, MCET may implement its own arrangements or deny the Visitor's entry into the Centre or postpone or cancel the Event and treat the Licensee as being in breach of this Licence. The Licensee must pay or reimburse MCET for any Loss.</p>
<p>(C) SECURITY KEYS AND ENTRY PASSES</p>	<p>The Licensee must ensure that all keys and entry passes to the Centre are kept by a person authorised by MCET in writing and returned to MCET at Conclusion.</p> <p>The Licensee must not copy the keys or the entry passes.</p>
<p>3.9 PLANS AND PROGRAMS</p>	<p>The Licensee must provide to MCET:</p> <ul style="list-style-type: none"> (a) on MCET's request, plans, drawings and specifications relating to all things proposed by the Licensee to be used or displayed by it in the Centre; (b) a detailed program and report setting out all matters to be carried out pursuant to this Licence for MCET's Approval as soon as practicable but in any event, before the tickets to an Event being released and not less than 30 days before Commencement. If MCET is not satisfied with the details of the program and report, MCET may postpone or cancel the Event and terminate this Licence; (c) floor layout and Display plans at least 3 months before Commencement for MCET's Approval; (d) all plans and specifications for temporary electrical installations before Commencement for MCET's Approval. MCET may inspect the Licensed Area at any time to ensure compliance with the plans, specifications and safety regulations. MCET may require the Licensee to rectify any faults. If MCET considers that the Licensee has not rectified the faults as required by MCET, MCET may close or postpone an Event until the Licensee complies or cancel the Event and the Licensee must pay or reimburse MCET for any Loss. MCET may do those things necessary for the Licensee to comply and the Licensee must pay or reimburse MCET for any Loss; and (e) on MCET's request, details about persons attending an Event to the extent permitted by Law.

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<p>3.10 LICENSEE PUBLICATIONS AND MCET IMAGES</p>	<p>(a) In this Clause 3.10:</p> <ul style="list-style-type: none"> (i) MCET Images includes the names of the Centre and MCET (including its business name Melbourne Convention and Exhibition Centre or MCEC), its logos, Trade Marks, any images for the time being used by MCET, images of its facilities, and the name of the precinct where the Centre is located; and (ii) Licensee Publications includes all promotional, advertising and other like materials, tickets, broadcasting, television, film, electronic media or other publications. <p>(b) MCET declares and the Licensee acknowledges that the high quality and accuracy of Licensee Publications and the proper use of MCET Images are important to the continuing success of the Centre and events conducted there, and the good reputation, integrity and image of MCET, and its facilities, including the Centre. Accordingly, the Licensee agrees:</p> <ul style="list-style-type: none"> (i) not to use any MCET Images in any Licensee Publication except with the prior Approval of MCET; (ii) to ensure that all Licensee Publications show any approved MCET Images accurately, and without any abbreviations slang or other representations in substitution for them; (iii) at MCET's request, to provide to MCET for its Approval a copy of all Licensee Publications relating to an Event; (iv) if it proposes to sell tickets for an 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 MCET reasonably requires; and (v) to ensure that all Exhibitors, sub-licensees, promoters and other third parties under the Licensee's direction or control comply with paragraphs (b)(i), (ii), (iii) and (iv). <p>MCET agrees to act reasonably when asked for its Approval, and to 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.</p>
<p>3.11 TICKETS</p>	<p>Unless the Licensee obtains MCET's prior Approval, which Approval will not be unreasonably withheld, MCET will carry out the printing, issuing and sale of tickets for an Event at the Licensee's expense. If the Licensee obtains MCET's Approval, the Licensee must act under the general supervision of MCET.</p> <p>The Licensee must, at least 21 days before the sale of the tickets for an Event provide MCET with all information relating to the tickets for MCET's Approval.</p>
<p>3.12 MERCHANDISING</p>	<p>The Licensee must not sell merchandising material for an Event at the Centre unless MCET Approves, which Approval will not be unreasonably withheld.</p>
<p>3.13 OCCUPATIONAL HEALTH AND SAFETY</p>	<ul style="list-style-type: none"> (a) The Licensee must adopt and observe contemporary occupational health and safety practices and procedures appropriate to its use of the Centre, and in addition: <ul style="list-style-type: none"> (i) develop and implement a safety plan; (ii) comply with MCET's health and safety processes and procedures insofar as they relate to the Event; and (iii) support MCET in its efforts to further enhance its health and safety systems. (b) The Licensee must also comply with, and ensure that its employees, contractors and those for whom it is responsible comply with: <ul style="list-style-type: none"> (i) all relevant Laws; (ii) the Operations Manual; and (iii) any safety plan and other requirements, including the directions of MCET applicable to the Centre relating to occupational health and safety. (c) Without limiting paragraphs (a) and (b), if MCET notifies the Licensee that any item of equipment or other item ("Item") brought onto the Centre by the Licensee, its employees, contractors or any attendee or Exhibitor at an Event is or may be required to be retained at the Centre as part of any investigation into the occurrence of any incident which has occurred at the Centre in relation to that Item or to which that Item is relevant (including without limitation a Worksafe investigation) the Licensee must not remove that Item from the Centre and must not permit any other person to remove that Item except with the Approval of

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	<p>MCET.</p> <p>MCET may impound the Item and retain possession of the Item until the Item is no longer required for the purposes of the investigation.</p> <p>The Licensee must include a clause in all of its sub hiring agreements in or to the effect of this paragraph (c).</p>
3.14 BROADCAST RIGHTS	<p>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 MCET's Approval and MCET reserves the right to charge a fee and place any other conditions on the recording, Broadcasting or communication of the Event.</p>
3.15 GENERAL	<p>The Licensee must comply with all relevant Laws.</p> <p>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).</p> <p>The Licensee must not use, divulge or reproduce Confidential Information or MCET's Intellectual Property without MCET's Approval.</p> <p>The Licensee must not obstruct MCET or any member of an emergency or security service from exercising their duties in or around the Centre.</p> <p>A person nominated by the Licensee and Approved by MCET must supervise, direct and control at all times the Licensee's servants, agents, invitees, attendees and contractors.</p>

4. TERMINATION, SUSPENSION OR VARIATION

MCET may, by Notice to the Licensee terminate, suspend or vary this Licence or an Event (as MCET deems appropriate) if any of the following occurs:

4.1 MCET MAY TERMINATE THIS LICENCE OR AN EVENT AND WILL REFUND THE SECURITY DEPOSIT IF:	
(a)	Damage occurs to the Centre, the Licensed Area or access rendering it unfit for use by the Licensee and MCET does not intend to repair the damage prior to Commencement.

4.2 MCET MAY AT ITS ELECTION TERMINATE OR SUSPEND THIS LICENCE OR AN EVENT AND WILL NOT BE OBLIGED TO REFUND THE SECURITY DEPOSIT IF:	
(a)	An Event of Default occurs.
(b)	The Licensee alters the purpose and nature of an Event without MCET's Approval.
(c)	There are circumstances arising or prevailing that: <ul style="list-style-type: none"> (i) threaten public safety or order; (ii) would result in risk of personal injury; or (iii) would result in risk of damage to property.
(d)	MCET is unable to carry out any of its obligations under this Licence by reason of Force Majeure. MCET will give the Licensee Notice setting out details of the Force Majeure. In the case of suspension, MCET will give the Licensee details of the steps being taken to rectify the Force Majeure event.

4.3 Melbourne Exhibition Centre Expansion Project

- (a) MCET may at its election terminate, suspend or vary this Licence or an Event if MCET is unable to carry out any of its obligations under this Licence by reason of an incident or occurrence arising in connection with the Melbourne Exhibition Centre Expansion Project (which includes construction of an Expansion adjacent to the Melbourne Convention and Exhibition Centre, additions to the Melbourne Convention and Exhibition Centre and associated works) (**Project**), and in those circumstances, MCET must:
- i. act reasonably; and
 - ii. in the case of termination of this Licence or an Event, refund any payments made by the Licensee to MCET in accordance with this Licence in respect to this Licence or the Event (as relevant); and
 - iii. in the case suspension or variation of this Licence or an Event, refund a fair and reasonable proportion (as determined by MCET, acting reasonably) of any payments made by the Licensee to MCET in accordance with this Licence in respect to this Licence or the Event (as relevant).

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- (b) The Licensee may not require MCET to pay any compensation to the Licensee whatsoever by reason of an incident or occurrence arising in connection with the Project except in accordance with clause 4.3(a).

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5. INSURANCE

The Licensee must keep current during the Licence Term, Policies on the following terms:

Policy Requirement	Policy Provisions
5.1 POLICIES	The Policies must provide for: (a) damage to or loss of the property of the Licensee, Exhibitors and their respective employees, contractors and agents; (b) public liability, including death, injury and loss of property of third parties including MCET for an amount not less than the amount specified in the Reference Schedule ; and (c) workcover, worker's compensation and employer's liability as required by Law.
5.2 TERMS OF THE POLICIES	The Policies referred to in Clause 5.1 must: (a) be with either: (i) an insurer approved by the Australian Prudential and Regulatory Authority (APRA); (ii) or, an insurer acceptable to MCET, acting reasonably; (b) include MCET as an insured under the policy but only to the extent of the Licensee's indemnification responsibilities under this Licence or (subject to the Approval of MCET) contain a principal's liability extension, the effect of which is to include as an insured under the policy any principal who enters into an agreement with the Licensee, but only to the extent required by that agreement; (c) contain a cross liabilities clause the effect of which is that the policy will operate in the same manner as if there was a separate insurance policy covering the interests of each party insured under the Policies; (d) contain a waiver by the insurer of all rights and remedies or relief to which the insurer might become entitled by subrogation against MCET to the extent of the indemnification responsibilities of the Licensee in this agreement; and (e) contain a clause confirming that failure by the Licensee to observe the terms of the Policy will not prejudice the Policy with respect to MCET.
5.3 INFORMATION TO BE PROVIDED TO MCET	The Licensee must provide to MCET on its request and in any case at least 30 days prior to Commencement: (a) the receipt for payment of the premium for each Policy; and (b) an original certificate of currency for each Policy.
5.4 CANCELLING OR VARYING A POLICY	The Licensee must not: (a) cancel or vary a Policy without the Approval of MCET. If the Licensee does so, MCET may take out a replacement Policy at the Licensee's cost; and (b) do anything which may vary or render any insurance policy maintained by MCET or the Licensee void or voidable. The Licensee must pay or reimburse MCET for any increased premium payable by MCET as a result of the Licensee's behaviour.

6. INDEMNITY

- 6.1**
- (a) The Licensee occupies or uses the Centre at its risk. MCET and the Centre Parties will not be liable for or responsible to the Licensee or any other party and the Licensee shall release MCET and the Centre Parties for Loss howsoever arising and regardless of whether any claim be based in contract, tort, equity or otherwise, and whether for any loss of life, personal injury, damage to or loss of property, or loss of business or economic loss which may be suffered or sustained in or about the Centre or in the performance of the Permitted Use.
 - (b) Without limiting **Clause 6.1(a)**, MCET will not be liable for or responsible to the Licensee or any other party for:
 - (i) interruption, failure or variation to the supply of services to the Licensed Area, Common Areas or Centre Facilities;
 - (ii) the postponement, delay, interruption, cancellation, suspension or termination of this Licence or an Event from any cause whatsoever; or
 - (iii) the effect of Terrorism, violence, demonstration, force, interruption, threats or the control, suppression or prevention of them except to the extent of any negligence of MCET or its employees, contractors or agents.

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- (c) The release in paragraphs (a) and (b) will not apply to the extent of any negligence, recklessness or deliberate act of MCET and the Centre Parties or their employees, contractors or agents.

6.2 The Licensee must:

- (a) indemnify and hold harmless MCET and the Centre Parties to the extent that any Loss is caused solely, or contributed to, by:
 - (i) any failure of the Licensee or any Exhibitor or their respective employees, contractors or agents to perform or observe any term or condition of this Licence or any relevant Law;
 - (ii) any Event of Default; or
 - (iii) any negligence of the Licensee or any Exhibitor or their respective employees, contractors or agents; except to the extent of any negligence, willful or deliberate act of MCET and the Centre Parties or their employees, contractors or agents;
- (b) use reasonable endeavours to mitigate any Loss; and
- (c) not do or allow to be done anything which might increase any Loss or increase the risk of any Loss occurring.

6.3 The amount of any Loss payable to MCET will be in addition to any other amount payable to MCET under a specific provision of this Licence.

6.4 MCET acknowledges and declares that its insurance will not cover Terrorism or other acts of the nature described in **Clause 6.1(b)(iii)**.

6.5 The Licensee acknowledges and declares that its insurance may not cover Terrorism or other acts of the nature described in **Clause 6.1(b)(iii)**.

7. ALTERATION OF TERMS

7.1 ALTERATION OF GENERAL CONDITIONS AND OPERATIONS MANUAL

- (a) The Licensee acknowledges that MCET may from time to time alter the General Conditions or Operations Manual to reflect current operational or legal practices or requirements.
- (b) If the General Conditions or Operations Manual are altered, MCET must advise the Licensee in writing of the change and supply the Licensee with a copy of the altered General Conditions or Operations Manual.
- (c) On notification to the Licensee of the alteration in the General Conditions or Operations Manual, the altered General Conditions or Operations Manual will form part of and govern the terms of this Licence in substitution for the General Conditions or Operations Manual applying at the time of entry into this Licence.

7.2 ALTERATION OF REFERENCE SCHEDULE

- (a) MCET and the Licensee acknowledge and agree that the Reference Schedule contains estimated details and costs relating to the proposed Event which will need to be updated to reflect the actual details applicable to the Event.
- (b) MCET and the Licensee will update the details and costs relating to the proposed Event by executing a Summary of Charges.
- (c) On execution by MCET and the Licensee of a Summary of Charges, 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 Summary of Charges executed previously, and all reference to the estimated details and costs relating to the proposed Event as set out in the Reference Schedule in this Licence will be to the relevant details included in the Summary of Charges.

8. OTHER

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

8.2 This document comprises the entire agreement between MCET and the Licensee and replaces any representations, communications and prior agreements.

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- 8.3** The headings, Schedules and Operations Manual form part of this Licence.
- 8.4** All capitalised terms are definitions and are included in **Clauses 10 and 11**.
- 8.5** 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 the Centre.
- 8.6** If the Licensee and MCET agree to vary this Licence it must be in writing, signed and dated.
- 8.7** MCET may Assign its rights under this Licence. The Licensee must not Assign its rights or obligations under this Licence without MCET's Approval. Any purported dealing in breach of this **Clause 8.7** is of no effect.
- 8.8** If the Licensee breaches this Licence and MCET does not exercise or delays exercising its rights in response to the breach, MCET's conduct will not amount to a waiver of its rights.
- 8.9** MCET does not warrant or represent that the Centre, its facilities or equipment will be suitable for an Event. 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 MCET in respect thereof.
- 8.10** MCET and any person authorised by MCET has free and unrestricted access to the Licensed Area at all times. MCET will cause as little interference as possible unless MCET considers that:
- (a) there is an emergency at the Centre; or
 - (b) the Licensee is in default under this Licence.
- 8.11** The Licensee must pay any amount owed under this Licence within 7 days after an invoice from MCET to the Licensee.
- 8.12** MCET and the Licensee will pay their own legal costs and other costs and expenses incidental to the preparation of this Licence and any Taxes payable as a result of the execution and performance of this Licence.
- 8.13** A reference to:
- (a) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
 - (b) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;
 - (c) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;
 - (d) 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;
 - (e) a right includes a benefit, remedy, discretion or power;
 - (f) time is to local time in Melbourne;
 - (g) "\$" or "dollars" is a reference to Australian currency;
 - (h) this or any other document includes the document as novated, varied or replaced and despite any change in the identity of the parties;
 - (i) writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes fax transmissions; and
 - (j) a clause, schedule or annexure is a reference to a clause, schedule or annexure, as the case may be, of this document.

9. DISPUTE RESOLUTION

If any dispute arising under this Licence cannot be resolved within a reasonable time (as determined by MCET acting reasonably) MCET may 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 MCET is best able to determine a fair and reasonable solution to the matter in question, including the issue of costs.

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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.

Nothing in this **Clause 9** prevents either party from initiating legal proceedings to resolve a dispute as an alternative to expert determination.

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10. FINANCIAL DEFINITIONS

Additional Charges means that part of the Licence Fee which is payable by the Licensee under **Clause 2.6**.

Estimated Event Charge means MCET's estimate of the Event Charge as specified in the **Reference Schedule** or as amended by MCET for the time being.

Estimated Food and Beverage Charge means MCET's estimate of the Food and Beverage Charge as specified in the **Reference Schedule** or as amended by MCET for the time being.

Estimated Service Charge means MCET's estimate of the Service Charge for the time being.

Event Charge means that part of the Licence Fee which comprises the Space Hire Charge, the Food and Beverage Charge and other usage charges including additional security, cleaning and other items provided by MCET or its Agents.

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.

Licence Fee means the Event Charge (which includes the Space Hire Charge, the Food and Beverage Charge and other usage charges), the Service Charge, Cancellation Fees, Taxes, Additional Charges, Interest and any other amounts payable by the Licensee pursuant to this Licence or the Operations Manual.

Cancellation Fees means that part of the Licence Fee which comprises amounts payable by the Licensee for the reduction, cancellation or postponement of an Event under **Clause 2.5**.

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

Service Charge means that part of the Licence Fee which is payable by the Licensee for Services.

Space Hire Charge means that part of the Event Charge which is calculated in accordance with the Operations Manual by reference to the area of the Centre occupied by the Event.

11. GENERAL DEFINITIONS

Act means the Melbourne Convention and Exhibition Trust Act 1996.

Approval means MCET's unfettered discretion to provide the approval and the terms of the approval. Any Approval must be in writing.

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.

Audio Visual Equipment and Facilities has the meaning given to it in the Operations Manual.

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

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

Catering Area means that part of the Licensed Area used for catering.

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, Melbourne 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 (described in the Operations Manual) made available for use by the Licensee and may include meeting rooms, auditoriums, exhibition halls, Loading Docks, catering outlets and Services.

Centre Parties means the Secretary to the Department of Infrastructure, Plenary Conventions Pty Ltd and any other party having any interest in the Centre from time to time.

Centre Hours means 7.00am to 12 midnight, 7 days per week.

Commencement means the commencement of the Licence Term for each Event.

Common Area means walkways, stairs, Kiosk, (including Kiosk 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 for each Event.

Condition Report means a written report as to the state of repair, condition and cleanliness of the Licensed Area prepared by MCET at Commencement.

Confidential Information means negotiations relating to this Licence, the provisions of this Licence and all information which the Licensee views or otherwise has access to prior to Commencement or during the Licence Term and which is not generally and readily available in the public domain under MCET's authorisation.

Convention or Meeting means a conference, meeting, convention, training session, presentation, teleconference or any other Event described as a Convention or Meeting in the **Reference Schedule**.

Display means any equipment brought into the Centre by the Licensee or an Exhibitor for the purposes of displaying goods or promoting services.

Estimated Attendees means an estimate of the attendees expected at an Event calculated by the Licensee and notified to MCET 10 Business Days prior to Commencement in accordance with **Clause 3.2**.

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Exhibition means an Event described as an Exhibition in the **Reference Schedule**, and includes a public or trade display or promotion of products or services.

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, an Event.

Event means an event or events described in the **Reference Schedule** in respect of which the Licensee will use the Licensed Area under this Licence and comprises an Exhibition, Function, Convention or Meeting.

Event of Default means:

- (a) an incorrect statement or misleading representation made to MCET by or on behalf of the Licensee which MCET reasonably considers material to this Licence; or
- (b) an event which MCET 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 fails to satisfy MCET that the adverse effect will be remedied within 7 days; or
- (c) the Licensee fails to fulfil any of its obligations under this Licence; or
- (d) the Licensee cancels, reduces or postpones an Event or purports to do so without MCET's Approval; or
- (e) there is an Assignment without MCET's Approval; or
- (f) 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
- (g) without MCET's Approval the Licensee ceases or threatens to cease carrying on its business or ceases to be able to carry on its business; or
- (h) an external administrator is appointed to the Licensee or its assets or the appointment of an external administrator is requested; or
- (i) 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
- (j) 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 MCET) or stayed within 14 days after the granting of the stay or a resolution is passed for the winding up of the Licensee without MCET's Approval; or
- (k) action to cancel the Licensee's registration is taken or the Licensee's registration is cancelled under the Corporations Act 2001.

Execution means the date of this Licence.

Expert means an expert agreed in writing between the Licensee and MCET. If an expert cannot be agreed upon, either party may request the President of the Law Institute of Victoria to appoint an expert to make a determination.

Final Attendee Numbers means the confirmed number of attendees for an Event as notified by the Licensee to MCET 3 Business Days before Commencement in accordance with **Clause 3.2**.

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, Trade Practices Act 1974 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 MCET.

Function means an Event described as a Function in the **Reference Schedule** and includes a social gathering for business or private purposes (including, breakfasts, lunches, dinners, cocktail parties) and gala events.

General Conditions of Licence means the terms and conditions contained in Clauses 1 to 11 inclusive of this Licence.

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 MCET including those items described as such in the Operations Manual.

Kiosk means one or more of the catering outlets permanently located on the Normanby Road side of the Melbourne Exhibition Centre and includes Kiosk seating areas.

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 having jurisdiction or competence with respect to the Centre or the Licensed Area.

Licence means this document.

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**.

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Licensed Area means that part or parts of the Centre and Centre Facilities 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 and includes that part of the Centre used for access for the unloading or loading of goods or for the ingress and egress of persons associated with the Permitted Use.

Licensee means the Licensee identified in the **Reference Schedule** and includes the Licensee's successors and permitted Assigns and Exhibitors and their respective employees, agents, contractors, attendees and invitees. 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.

Loading Dock means, as the case may be, the large loading apron located between Normanby Road and the exterior wall of the Melbourne Exhibition Centre or the loading apron located alongside Siddeley Street serving the Melbourne Convention Centre as replaced by the Melbourne Convention Centre Development or any other area as specified as a loading dock by MCET 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 indirect, consequential, special, punitive or exemplary damages and damages for loss of anticipated profit, revenue, contract, opportunity or goodwill.

MCET means Melbourne Convention and Exhibition Trust in its capacity as responsible authority under the Act and includes its successors and assignees, and where applicable includes its employees, agents and contractors.

Move In and **Move Out** mean respectively the period of time during the Licence Term requested by the Licensee and approved by MCET for the Licensee to erect or remove facilities materials or equipment associated with the conduct of the Permitted Use.

Notice means notice in writing served personally, by facsimile or delivered by prepaid post to the addressee's address stated in this Licence or its registered office. Notice sent by post is deemed to have been served 2 Business Days after posting and by 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 facsimile machine of confirmation that the notice transmitted in full to the addressee.

Operations Manual means the rules, specifications and requirements for the use of the Centre published by MCET and as amended from time to time and provided to the Licensee prior to executing this Licence.

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 provided 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.

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:

- (a) audio visual equipment and facilities, public address system, telephone, water, electricity and gas;
- (b) installation, operation, use and removal of electrical, electronic, telecommunication, computer or like facilities or services;
- (c) cleaning of or waste removal from the Licensed Area or any other parts of the Centre which arises directly or indirectly out of the use of the Licensed Area by the Licensee;
- (d) repairs (fair wear and tear excepted) to the Centre or to plant and equipment and fixtures and fittings which arise directly or indirectly out of the use of the Licensed Area by the Licensee;
- (e) any other cost, fee, charge or expense which relates directly or indirectly to the use or occupation of the Licensed Area by the Licensee; and
- (f) those items referred to in the Operations Manual which are in the nature of Services.

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

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.

Summary of Charges means the document prepared from time to time in accordance with **Clause 7.2** outlining the agreed Event Charges and Service Charges payable by the Licensee in respect to an Event.

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 MCET includes registered Trade Marks numbered 753829, 750216, 1214082, 1214081, 1214080, 1214079 and those referred to in the Operations Manual as may be varied, replaced or updated from time to time.

MCEC LONG LICENCE AGREEMENT

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

}
}
}

Witness Signature

Witness Name in block letters

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:

}
}

Full Name of duly authorised person(print)

Witness Signature

Title of duly authorised person (print) who warrants that they are authorised to bind the Licensee

Witness Name in block letters

MCEC LONG LICENCE AGREEMENT

SPACE HIRE CHARGE AND PLAN
(Attached)