

VENUE HIRE AGREEMENT

EXECUTION PAGE

DATED:
Friday, 15 June 2018

PARTIES:
REGIONAL FACILITIES AUCKLAND LIMITED as trustee for REGIONAL FACILITIES AUCKLAND on behalf of Auckland Live ("RFAL" or "We" or "Our" or "Us")

And

Axiomatic Media Pty Ltd T/A Axiomatic Events
("Client" or "You" or "Your")

EVENT REFERENCE NUMBER(S):
119541

AGREEMENT:
RFAL and the Client agree that the Client may use the Space for the Event during the Hire Period in accordance with the Agreement.

Executed as an agreement by:
SIGNED for and on behalf of
Axiomatic Media Pty Ltd T/A Axiomatic Events

Signature: _____
Name: _____
Title: Director
Date: 15/6/18

SIGNED under delegated authority for and on behalf of
REGIONAL FACILITIES AUCKLAND LIMITED
as trustee for REGIONAL FACILITIES AUCKLAND:

Signature: _____
Name: Glen Crighton
Title: Manager, Presenter Services
Date: 15/06/2018

DETAILS SCHEDULE

SECTION 1: CLIENT AND EVENT DETAILS
 ALL AMOUNTS BELOW ARE GST EXCLUSIVE

Item 1	Client's Details: Name: Client's Postal Address: Client's Physical Address: Contact Person: Email:	Axiomatic Media Pty Ltd T/A Axiomatic Events 4/5 Executive Drive Burleigh Waters QLD 4420 Australia [REDACTED] [REDACTED]@axiomatic.events				
Item 2	RFAL Details: Contact Person: Postal Address: Physical Address: DDI: Email:	[REDACTED] PO Box 5749 Wellesley Street Auckland 1141 Aotea Centre, Level 4 50 Mayoral Drive Auckland Central Auckland 1010 + 64 9 [REDACTED] [REDACTED]@aucklandlive.co.nz				
Item 3	Guarantee:	<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="padding: 2px;">Yes</td> <td style="padding: 2px;"></td> </tr> <tr> <td style="padding: 2px;">No</td> <td style="padding: 2px;">X</td> </tr> </table> <p>Guarantor's Details: N/A</p> <p>If a guarantee is required, the Client must deliver a fully executed copy of RFAL's Venue Guarantee before the Client's booking can be confirmed.</p>	Yes		No	X
Yes						
No	X					
Item 4	Event Reference Number(s):	119541				
Item 5	Name and Description of Performances and Related Events:	Stefan Molyneux & Lauren Southern LIVE: An Axiomatic Event				
Item 6	Venue(s):	Bruce Mason Centre				
Item 7	Space(s):	BMC Theatre				

Item 8	Venue Capacity:	<p>The Bruce Mason Theatre The maximum capacity for the auditorium is 1,102 seats made up of:</p> <table style="margin-left: 20px;"> <tr><td>Stalls</td><td style="text-align: right;">822</td></tr> <tr><td>Forestage</td><td style="text-align: right;">32</td></tr> <tr><td>Circle</td><td style="text-align: right;">248</td></tr> </table> <p>These figures do not account for house seats, stage extension, sound desk or other requirements which would reduce the sellable capacity.</p>	Stalls	822	Forestage	32	Circle	248		
Stalls	822									
Forestage	32									
Circle	248									
Item 9	Hire Period:	<p>Commencement Date: 07:00 on Friday, 3 August 2018 End Date: 23:59 on Friday, 3 August 2018</p> <table border="1" style="margin-left: 20px; width: 100%;"> <thead> <tr> <th style="width: 50%;">Performance</th> <th style="width: 30%;">Date</th> <th style="width: 20%;">Time</th> </tr> </thead> <tbody> <tr> <td>Event</td> <td>Friday, 3 August 2018</td> <td>TBC</td> </tr> </tbody> </table>	Performance	Date	Time	Event	Friday, 3 August 2018	TBC		
Performance	Date	Time								
Event	Friday, 3 August 2018	TBC								
Item 10	Event Sponsors: Royalties and Music Licences:	<p>N/A</p> <p>It is the Licensee's responsibility to obtain and pay for all intellectual property including but not limited to royalties and music licenses.</p>								
Item 11	Insurance Required:	<p>Public liability insurance: [REDACTED] Documentation required prior to event</p> <p>Motor vehicle insurance: N/A</p>								
Item 12	Bond:	<table border="1" style="margin-left: 20px; width: 100%;"> <tr><td>Yes</td><td></td></tr> <tr><td>No</td><td style="text-align: center;">X</td></tr> </table> <p>Bond amount: N/A</p> <p>If a bond is required, the Client must deliver the bond amount to RFAL before the Client's booking can be confirmed.</p>	Yes		No	X				
Yes										
No	X									
Item 13	Documents Required:	<p>Health & Safety Plans required?</p> <table border="1" style="margin-left: 20px; width: 100%;"> <tr><td>Yes</td><td style="text-align: center;">X</td></tr> <tr><td>No</td><td></td></tr> </table>	Yes	X	No					
Yes	X									
No										
Item 14	Accessibility Services and Fee:	<p>Sign Language Interpreted services required?</p> <table border="1" style="margin-left: 20px; width: 100%;"> <tr><td>Yes</td><td></td></tr> <tr><td>No</td><td style="text-align: center;">X</td></tr> </table> <p>Audio Described services required?</p> <table border="1" style="margin-left: 20px; width: 100%;"> <tr><td>Yes</td><td></td></tr> <tr><td>No</td><td style="text-align: center;">X</td></tr> </table> <p>Accessibility Services Fee: N/A</p>	Yes		No	X	Yes		No	X
Yes										
No	X									
Yes										
No	X									
Item 15	Interval:	<p>All performances will have at least one 20 minute interval unless agreed in writing with Us fourteen (14) working days before commencement of sale tickets.</p>								
Item 16	Special Conditions:	N/A								

SECTION 2: PAYMENT REQUIREMENTS
 ALL AMOUNTS BELOW ARE GST EXCLUSIVE

Item 17	Licence Fee:	[REDACTED] plus GST for each performance Box Office Percentage: Against [REDACTED] of Net Box Office
Item 18	Deposit Amount:	[REDACTED] plus GST
Item 19	Due Date of signed contract and deposit (and Bond, if required):	Friday, 29 June 2018 A Deposit is payable in accordance with the requirements set out in Item 18 and Item 19. Failure to pay the deposit by the due dates set out may result in the cancellation of Your booking.
Item 20	Public Holiday Surcharge:	N/A
Item 21	Interest Rate (Overdue Payments):	NZ Official Cash Rate + 5%
Item 22	Credit Card Payment Surcharges:	<ul style="list-style-type: none"> • Visa and MasterCard [REDACTED] % • American Express [REDACTED] %
Item 23	Broadcasting Fee:	[REDACTED]
Item 24	Merchandising:	Merchandising Fee: [REDACTED] % of total gross receipts relating to the sale of Merchandise at the Venue. Merchandising includes programmes, printed material, clothing, souvenirs, posters, novelty items, recordings (in any format), books and any other goods designed to commemorate the Event.
Item 25	Venue Hire Includes:	Bruce Mason Centre <ul style="list-style-type: none"> • House lights (which is in-built non-specialist lighting systems); • Standard theatre stage lighting rig and PA system; • Standard housekeeping services; • Front of House staff for a total of 4 hours per performance called 45 minutes before show time; • Box Office staff (commencing 90 minutes before each performance and finishing 60 minutes after the performance has started); • Air-conditioning and Power; • Security for stage door for a total of 6 hours per performance.

Item 25a	Additional Costs	<p>The Licence Fee includes only specifications included in this Licence Agreement and Schedule of Requirements. All extra requirements will incur charges payable by the Licensee. Additional expenses may include, but not be limited to.</p> <ul style="list-style-type: none"> • Security labour; • Additional security labour required for the implementation of Traffic Management Plans (maximum of six additional staff); • Front of House labour above a 4 hour call; • Technical labour; • Technical equipment hired from RFA or an external source; • Piano transportation and tuning fees; • Catering and hospitality; • Rehearsal space rental; • Broadcasting fee; • Smoke isolation fee; • Artist costs; • Equipment and/or furniture costs; • Necessary permits and consents; • Public Liability Insurance; • Another other items or services not covered in Item 25. <p>Two (2) Auckland Live technicians are required on site during all hire periods.</p>
Item 26	Electricity and Climate:	The cost of electricity and climate (air conditioning) is included in the Licence Fee.
Item 27	Cancellation Fee:	<p>Where cancellation occurs at a date that is:</p> <ul style="list-style-type: none"> (i) more than six months prior to the Commencement Date: █% of the Licence Fee. (ii) between three and six months prior to the Commencement Date: █% of the Licence Fee. (iii) less than 3 months prior to the Commencement Date: █% of the Licence Fee.
Item 28	Additional Staff Requirements:	<ul style="list-style-type: none"> • Technical Staff* (per hour) • Venue Technician (per hour) • Event Services Staff (per hour) • Security Staff (per hour) • Security Supervisor (per hour) • Box Office Staff (per hour) • Programme & Merchandise Seller (per hour) • Duty Operations Manager <p>*Please refer to Auckland Live Technical Specifications for details regarding continuance, meal allowance and crew breaks.</p>

SECTION 3: TICKETING

ALL AMOUNTS BELOW ARE GST INCLUSIVE

Item 29	Ticket Prices:	TBC														
Item 30	Number of Complimentary Tickets:	<p>The Client may request Complimentary Tickets up to a maximum of █% of the available Venue Capacity per performance at the Printing Fee as listed in Item 31.</p> <p>Additional Complimentary Tickets requested in excess of █% of the Venue Capacity will attract the Inside Charge as listed in Item 34.</p>														
Item 31	Printing Fee (Zero Priced Tickets only):	\$█ per Ticket														
Item 32	Ticket Allocations to the Client (Producer Seats):	<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="padding: 2px;">Yes</td> <td style="padding: 2px;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">No</td> <td style="padding: 2px;"><input checked="" type="checkbox"/></td> </tr> </table>	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>										
Yes	<input type="checkbox"/>															
No	<input checked="" type="checkbox"/>															
Item 33	Ticket Sales Start Date:	<p>TBC</p> <p>Please note that a signed Venue Hire Agreement must be returned and Deposit Invoice paid in order for the Event to commence selling Tickets</p>														
Item 34	Inside Charge (Payable by Client):	<p>Bruce Mason Centre (Sliding Scale):</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; width: 70%;">PRICE RANGE</th> <th style="text-align: left; width: 30%;">INSIDE CHARGE</th> </tr> </thead> <tbody> <tr> <td>\$0.00</td> <td>█ per ticket</td> </tr> <tr> <td>\$0.01 to \$9.99</td> <td>█ per ticket</td> </tr> <tr> <td>\$10.00 to \$24.99</td> <td>█ per ticket</td> </tr> <tr> <td>\$25.00 to \$34.99</td> <td>█ per ticket</td> </tr> <tr> <td>\$35.00 to \$49.99</td> <td>█ per ticket</td> </tr> <tr> <td>\$50.00 and over</td> <td>█ per ticket</td> </tr> </tbody> </table>	PRICE RANGE	INSIDE CHARGE	\$0.00	█ per ticket	\$0.01 to \$9.99	█ per ticket	\$10.00 to \$24.99	█ per ticket	\$25.00 to \$34.99	█ per ticket	\$35.00 to \$49.99	█ per ticket	\$50.00 and over	█ per ticket
PRICE RANGE	INSIDE CHARGE															
\$0.00	█ per ticket															
\$0.01 to \$9.99	█ per ticket															
\$10.00 to \$24.99	█ per ticket															
\$25.00 to \$34.99	█ per ticket															
\$35.00 to \$49.99	█ per ticket															
\$50.00 and over	█ per ticket															
Item 35	Transaction Fees (Payable by Patron):	<p>Transaction Fee:</p> <ul style="list-style-type: none"> • Online \$█ per transaction • Call Centre \$█ per transaction • Mail Order \$█ per transaction • Box Offices / Outlets \$█ per ticket • Courier \$█ per transaction <p><small>* Courier fee subject to change at Our sole discretion in relation to market rates.</small></p>														
Item 36	House Seats:	<p>The Bruce Mason Theatre</p> <p>16 House Seats are reserved per performance for RFAL use:</p> <p>Stalls J 44-45 (FOH relocates)</p> <p>Stalls J 25-38</p>														
Item 37	Credit/Debit Card Fees to be Paid by:	<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="padding: 2px;">Patrons</td> <td style="padding: 2px;"><input checked="" type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">Client</td> <td style="padding: 2px;"><input type="checkbox"/></td> </tr> </table> <p> Visa, MasterCard (if absorbed by client) █% American Express, Diners Club (if absorbed by client) █% All cards (if passed on to customer) █% </p>	Patrons	<input checked="" type="checkbox"/>	Client	<input type="checkbox"/>										
Patrons	<input checked="" type="checkbox"/>															
Client	<input type="checkbox"/>															

Item 38	Formula:	$S = A - B - C + [D - E - F - G - H]$ <p>WHERE</p> <p>"S" is the Settlement Amount.</p> <p>"A" is the Net Box Office for the period since the date of the most recent settlement that occurred under this Agreement (if any).</p> <p>"B" is the total amount due and payable to Us by You under this Agreement (plus GST, if applicable) including the Licence Fee, Base Services Fee, Additional Services Fee, any applicable administrative fees and any amounts due under clause 9.5.</p> <p>"C" is the total amount due and payable to Us by You for any other reason (plus GST, if applicable).</p> <p>"D" is any amount paid on invoice by You under clause 4.3 (this deduction will only be made in the first settlement that occurs after You make payment under clause 4.3)</p> <p>"E" is the total amount of money refunded to the public by Us or the Ticketing Agent under Schedule 3 since the date of the most recent settlement that occurred under this Agreement (if any).</p> <p>"F" is the amount of the Alteration Fee due under Schedule 3 applying in the period since the date of the most recent settlement that occurred under this Agreement (if any).</p> <p>"G" is the total amount of Printing Fees due under Schedule 3 in relation to complimentary Tickets issued in the period since the date of the most recent settlement that occurred under this Agreement (if any).</p> <p>"H" is, in respect of each Ticket purchase made by credit card, in the period since the date of the last settlement made under this Agreement, an amount equal to the percentage specified in item 37 (provided that the Ticketing Requirements specify that the credit card charges on Ticket sales will be payable by You).</p>
---------	----------	--

TERMS AND CONDITIONS

TABLE OF CONTENTS

1. **BOOKING PROCESS**

2. **HIRE**

3. **EVENT DETAILS**

4. **SERVICES**

5. **PROMOTION AND ADVERTISING**

6. **FOOD AND BEVERAGE**

7. **DELIVERIES AND STORAGE**

8. **TICKETING**

9. **USE AND CARE OF THE VENUE**

10. **COMPLIANCE**

11. **INTELLECTUAL PROPERTY AND RECORDINGS**

12. **SETTLEMENT PROCESS**

13. **CANCELLATION OF EVENT AND TERMINATION OF THIS AGREEMENT**

14. **INSURANCE**

15. **LIABILITY AND INDEMNITY**

16. **GENERAL**

17. **DISPUTES**

18. **DEFINITIONS / INTERPRETATION**

SCHEDULE 1: BOND TERMS

SCHEDULE 2: HEALTH AND SAFETY

SCHEDULE 3: TICKETING

1. BOOKING PROCESS

- 1.2 **Booking Confirmation:** No booking is confirmed until both parties have signed this Agreement and You have:
- (a) returned a signed copy of this Agreement to Us;
 - (b) paid the non-refundable Deposit (if required by item 18) and the Bond (if required by item 12) on the date specified in item 19 (or, where no due date is specified, then no later than seven (7) Working Days following the signing of this Agreement by both parties); and
 - (c) delivered a fully executed original copy of the Guarantee to Us (if required by item 3).
- 1.3 **Booking Not Confirmed:** If You fail to take the steps set out in clause 1.2 and another person wishes to book the Space (or any part of it) during the Hire Period, We will:
- (a) notify You of the other person's intention; and
 - (b) give You three (3) Working Days to complete the steps set out in clause 1.2.
- If You fail to take such steps within the required timeframe, We may hire the Space to the other person, this Agreement will be of no effect and the parties will have no claim against each other in relation to this Agreement or the termination of this Agreement.
- 1.4 **Bond:** The provisions of Schedule 1 will apply to any Bond paid under clause 1.2.

2. HIRE

- 2.1 **Hire of Space:** In consideration for You paying the Licence Fees, We grant You the right to use the Space for the Hire Period for the sole purpose of holding the Event in accordance with the terms of this Agreement and Conditions of Use. You may not sub-licence Your right to use the Space to any other person.
- 2.2 **Inspection:** You may inspect the Space and the Venue prior to the Hire Period. Inspections must be arranged in advance with Us.
- 2.3 **Non-exclusive:** The licence set out in clause 2.1 is non-exclusive and RFAL may allow third parties to enter and use the Space during the Hire Period where We consider it is reasonably necessary to do so to avoid injury being caused to any person, give effect to the terms of this Agreement or for legal compliance reasons. Without limiting the foregoing RFAL will:
- (a) only allow the foyer spaces associated with any auditorium that You are hiring to be used by third parties (and not the auditorium itself without Your prior agreement);
 - (b) notify You if a third party hires any area that adjoins any Space being hired by You under this Agreement; and
 - (c) not allow any third party to hire any part of the Venue for any purpose that is reasonably likely to unreasonably interfere with the Event, without Your prior agreement.
- 2.4 **Invitees:** The licence set out in clause 2.1 extends to any person who You invite into the Space for the purpose of putting on or performing the Event (such as performers, musicians and back stage staff) ("**Invitees**"), provided that:
- (a) the extension of the licence does not cover members of the general public (please see Schedule 3 (Ticketing) for the basis on which members of the public may enter and remain in the Space); and
 - (b) You may not charge any person to enter or remain in the Space except as contemplated by Schedule 3 (Ticketing).
- 2.5 **Access to Other Spaces:** We may provide You with other spaces (in the same or another venue) at Our standard charges, subject to availability and subject to Our agreeing the terms on which You may access such space.
- 2.6 **Hire Inclusions:** We will provide You with the Services and items outlined in item 25 at no additional charge. Any other Services or items that You would like Us to provide to You must be agreed between the parties using the process set out in clause 4.1 (or as otherwise agreed in writing).
- 2.7 **Substitute space:** In the unlikely event that it is justified, We may allocate You a substitute space that is either within the Venue or at another Venue that is operated and managed by Us. We will give You as much notice of the substitution as is reasonably practicable but will not have any liability for any Loss suffered or incurred in relation to the substitution.

3. EVENT DETAILS

- 3.1 **Event Description:** You agree and warrant that:
- (a) You have given Us, and will continue to give Us, complete and accurate details of the Event;

- (b) The Event sponsors detailed in item 10 are the only sponsors of the Event and You will not appoint any other sponsors without Our prior written agreement; and
- (c) You will provide Us with the following items at least ten (10) Working Days before the Commencement Date:
 - (i) a document setting out all the venue services including technical requirements of the Event and any services that You would like Us to provide in relation to the Event;
 - (ii) all certificates of insurance described in clause 14;
 - (iii) a written health and safety plan for the Event and the Venue that addresses all hazards and complies with the provisions of Schedule 2 and current H&S legislation.
 - (iv) copies of all Licences and Permits required for the Event (including One Music licences);
 - (v) the documents required by item 13;
 - (vi) confirmation of whether the Event will be Recorded or broadcasted (see clause 11); and
 - (vii) verification of whether You intend for Merchandise relating to the Event to be sold within the Venue (see clause 4.9) to Our reasonable satisfaction.

3.2 **Failure to Provide Information:** If You do not provide the items listed in clause 3.1(c) to Our reasonable satisfaction within the required time frame, You will be deemed to be in breach of this Agreement.

3.3 **Changes:** Subject to clause 3.4, You must notify Us in writing as soon as practicable if You wish to change any aspect of the Event or other details set out in the Details Schedule or confirmed Event Schedule (preferably before the Commencement Date). Such changes must be approved by Us in writing and in some situations You may be required to pay Us such administration fee as We deem reasonable in the circumstances. We may require You to give appropriate public notice of any changes (at Your cost) and You agree to comply with any such requirements.

3.4 **Postponement:** If You wish to change the date (or dates) on which the Event is to be held, performed or rehearsed and/or alter the Hire Period for any reason, then unless such changes have been agreed in writing in advance with Us, We may deem that You have cancelled the Event and terminated this Agreement under clause 13.1.

3.5 **Intervals:** You shall ensure the Event has an interval in accordance with item 15.

4. SERVICES

4.1 Proposed Event Schedule:

(a) Once We have received the items set out in clause 3.1(c) from You, We will provide You with a proposed Event Schedule which will set out the Services per the Event that the Space can accommodate and the Services and items that We propose to provide to You in relation to the Event, and the fees to be paid by You for the provision of those Services and items ("**Event Schedule**").

(b) You will have three (3) Working Days from the date of the proposed Event Schedule to either:

- (i) sign the proposed Event Schedule as accepted and return it to Us. The schedule will then be deemed to be the confirmed Event Schedule; or
- (ii) notify Us that the proposed Event Schedule needs to be changed in some way. The parties will then negotiate in good faith to agree the details of the proposed Event Schedule (including the applicable fees). Once the proposed Event Schedule has been agreed and You have signed and returned a copy of the schedule to Us, that schedule will be deemed to be the confirmed Event Schedule.

(c) If, for any reason, a confirmed Event Schedule has not been agreed by the parties by ten (10) Working Days before the Commencement Date, then You will be deemed to have accepted all details set out on the proposed Event Schedule last issued by Us (including the fees), and such schedule will be deemed to be the confirmed Event Schedule.

4.2 **Provision of Services:** We will provide You with the Services and items set out in the confirmed Event Schedule ("**Base Services**") in return for You paying Us the fees set out in the confirmed Event Schedule ("**Base Services Fee**").

4.3 **Payment Services:** You will pay Us the Base Services Fee in accordance with the settlement process set out in clause 12 or on receipt of an invoice (at Our sole discretion). Any amounts invoiced to You pursuant to this change will be payable by You by the due date specified on the relevant invoice in accordance with Our accounts payable process.

4.4 **Additional Services:** Notwithstanding any other provision of this Agreement, if (in Our sole discretion) We deem it necessary, We may provide Additional Services in relation to the Event (e.g. Technical Services) in addition to the Base Services, at Your cost, as reasonably required. The determination of what Additional Services are necessary will take into account factors which may include various risk

management factors and Health & Safety requirements. The Additional Services will be provided at Your cost for at the rates in Our then current price list. The current price list is set out in item 28 and is subject to change on written notice by Us to You.

- 4.5 **Electricity and Climate:** You will pay Us the fee set out in item 26 for all electricity and climate costs associated with Your use of the Venue.
- 4.6 **Expenses and Disbursements:** Notwithstanding any other provision of this Agreement, You will pay to Us all expenses and disbursements paid or payable by Us and incurred in connection with this Agreement.
- 4.7 **Third Party Technical Suppliers:**
- (a) All Technical Services will be provided by Our Technical Services team, unless You obtain Our prior written agreement to use a third party technical supplier.
 - (b) If We do agree to You using a third party technical supplier:
 - (i) the services of at least one RFAL technician (final number to be determined by Us in Our sole discretion) will be required and charged to You at the rates set out in Our then current price list; and
 - (ii) all third party technical suppliers must present their health and safety policy and public liability insurance certificate to Us at least ten (10) Working Days before the Commencement Date.
- 4.8 **Communicating with Our staff:** Any directions or instructions that You wish to give Our staff must be communicated through Our nominated representative, except where those staff are members of Your performance crew (who will take directions and instructions from Your relevant Head of Department in respect of the performance of their duties).
- 4.9 **Merchandising:** Where item 24 indicates that the Event will involve the sale of Merchandise, the parties will agree which party (or third party) will operate a merchandising concession at the Venue, and any relevant terms relating to the delivery to, and sale of Merchandise at the Venue. That agreement will include the following terms (as a minimum):
- (a) You will pay to Us the merchandising fee set out in item 24 (regardless of whether We will be operating the merchandising concession or not);
 - (b) You will pay to Us any costs incurred by Us in connection with the sale of Merchandise, including staffing costs and credit card facility costs;
 - (c) all risk in the Merchandise will remain with You at all times and We will not be liable to You for Loss in any way relating to Merchandise (except where such Loss is due to Our negligence or wilful misconduct); and
 - (d) You will indemnify Us in relation to any Loss We suffer in connection with any third party intellectual property related claim against Us associated with the sale of the Merchandise at or from the Venue.
- 4.10 **Accessibility Services:** If required by item 14, We will provide You with the Accessibility Services in return for You paying Us the Accessibility Service Fees. The provisions of Schedule 4 (Accessibility Services) apply to any Event that requires Accessibility Services. You will pay Us the Accessibility Services Fee in accordance with the settlement process set out in clause 12 or on receipt of an invoice (at Our sole discretion).
5. **PROMOTION AND ADVERTISING**
- 5.1 **Promotion:** Unless agreed with Us under clause 5.9, You are responsible for all aspects of the promotion of the Event and will ensure that the Event is adequately promoted.
- (a) Where reasonably requested by RFAL, all advertising and promotional materials for the Event must include:
 - (i) the name of the Venue;
 - (ii) the name of the RFAL business unit that manages the Venue (e.g. AUCKLAND LIVE or Auckland Zoo);
 - (iii) the name and logo of the Ticketing Agent selling tickets to the event and the outlets that Tickets will be available from;
 - (iv) the dates of the Event and start time when the Event consists of only one performance and times of each Performance;
 - (v) the Ticket Price, credit card fees, any Transaction Fees that apply and where ticket prices are published, the statement "Service fees apply";
 - (vi) telephone numbers and/or the website address to be used for bookings and enquiries; and
 - (vii) any other information that We reasonably request.
- 5.2 **Loss:** Without limiting any other provision of this Agreement, if You do not specify the correct Ticket Prices and additional charges on any advertising or promotional material and, as a result, We suffer any Loss, You agree to pay Us the amount of that Loss on demand.

- 5.3 **Approval:** Without limiting clause 5.1, for the purpose of ensuring information relating to the Venue is displayed correctly, You will provide Us with the opportunity to approve in writing:
- (a) any advertising and other promotional material for the Event, all prior to publication; and
 - (b) any programmes to be distributed in relation to the Event (for a fee or otherwise), prior to distribution;
- We may require You to amend the form, content and/or other aspects of such material and/or activities and You agree to comply with such requirements. Programmes must meet Our quality standards as advised to You.
- 5.4 **Misleading Content:** Any approval granted under clause 5.3 will not absolve You from the responsibility of ensuring that the relevant materials and activities do not contain or involve any misleading, deceptive or defamatory statement or omission, or contravene the law in any other respect.
- 5.5 **Display of Advertising:** You may only display promotional material for the Event in locations owned or managed by Us in the manner agreed with Us in advance in writing.
- 5.6 **Sponsors:** We will inform You of any Venue Sponsors and Venue Suppliers and any restrictions that may apply during the Hire Period as a result of Our arrangements with Venue Sponsors and Venue Suppliers. You agree not to do anything to put Us in breach of Our obligations to Venue Sponsors and Venue Suppliers as advised to You.
- 5.7 **Public Statements:** You may not make any public statements relating to the Event or the Venue or concerning Us or Auckland Council which may bring Us into disrepute.
- 5.8 **Harming Our Reputation:** Without limiting clause 5.7, You must ensure that You and/or Your Representatives do not become involved in any act, situation or event which may (in Our reasonable opinion) harm Our reputation or the reputation of the Venue or Auckland Council. If We consider that You have breached or are likely to breach this clause, Your nominated representative will meet with Our nominated representative to discuss the relevant situation in good faith and use all reasonable endeavours to agree what steps should be taken to avoid harming Our reputation or the reputation of the Venue or Auckland Council or remedy any such harm that has already been caused. You agree to comply with any such steps.
- 5.9 **RFAL Promotional Services:** The parties may, from time to time, agree that We will provide promotional services to You in relation to the Event. Where the parties wish to do this, they will agree in writing, signed by each party, the terms relating to the provision of such promotional services (including the applicable fee).
6. **FOOD AND BEVERAGE**
- 6.1 **No Food or Beverage:** Unless You have obtained Our written agreement prior to the Commencement Date, You may not bring any food or beverage into any part of the Venue and must not remove any food or drink that has been supplied by Us or any of Our Venue Suppliers from the Venue. We will not be liable to any person in relation to any food or beverage that has been removed from the Venue.
- 6.2 **Venue Caterer:** We, and Our Venue Suppliers, have the exclusive right to provide all food, beverages (whether alcoholic or non-alcoholic), refreshments, confectionery and any similar items at the Venue. If You wish to serve food or beverages at the Event then You must use one of Our Venue Suppliers unless You have obtained Our written agreement to do so prior to the Commencement Date.
- 6.3 **Alcohol:** Without limiting any other provision in this Agreement, You must comply with the conditions and requirements of applicable liquor licences and all Our directions and those of Our Venue Suppliers and their Representatives in respect of the serving and consumption of alcohol at the Venue.
- 6.4 **Backstage Areas:** Nothing in clause 6.1 or 6.2 will apply to backstage areas of the Venue.
7. **DELIVERIES AND STORAGE**
- 7.1 **Advance Deliveries:** You must agree with Us in advance all arrangements relating to any delivery to the Space or Venue before the Commencement Date. All advance deliveries must be clearly marked for the Event and will only be received at the Venue if there is suitable storage available.
- 7.2 **Risk:** Any deliveries made to the Venue (whether before, during or after the Hire Period) and storage of such deliveries at the Venue, will be entirely at Your risk and We will have no liability for any Loss relating to any delivery or storage except where such Loss is due to Our negligence or wilful misconduct. To facilitate deliveries to the Venue, We may sign delivery receipt documentation on Your behalf.
- 7.3 **Removal/Storage:** Unless the parties have agreed otherwise before the Commencement Date:
- (a) no storage space will be provided at the Venue after the End Date; and
 - (b) You must remove all items, equipment and property relating to the Event from the Venue on the End Date.

8. TICKETING

Ticketing: The provisions of Schedule 3 (Ticketing) apply to any Event that is ticketed.

9. USE AND CARE OF THE VENUE

9.1 No Objectionable Activities:

- (a) You warrant and undertake that You have notified Us of any Objectionable Activity which may be included in the Event prior to signing this Agreement.
- (b) Notwithstanding clause 9.1(a), You must ensure that the objectionable nature of the activity or content is made clear in all advertising and promotional material relating to the Event.

9.2 Proper Conduct: During the Hire Period, You will:

- (a) conduct and manage the use of the Venue (and surrounding or adjacent land or property) in an orderly and lawful manner;
- (b) not behave in a riotous, offensive or disorderly manner or in a manner that is likely to:
 - (i) create a nuisance, cause danger or annoy other members of the public; and/or
 - (ii) damage Our reputation, the Venue's reputation or Auckland Council's reputation;
- (c) not hinder, obstruct, or permit or allow any person to hinder or obstruct, any of Our Representatives or any member of the Police in the exercise of their duties; and
- (d) comply with the Conditions of Use for the Venue.

9.3 Removal: We may remove or refuse admission to the Venue to any person who fails to behave in accordance with clause 9.2.

9.4 Protection of the Venue: Without limiting any other provision of this Agreement, You must ensure that the Venue is adequately protected so that, with the exception of fair wear and tear, the Venue is left in the same condition on the End Date as it was on the Commencement Date. Without limiting Your obligations under this clause, You must:

- (a) not permanently mark, paint, drill or otherwise deface any part of the Venue or make any alteration to the structure, fittings, decorations or furnishings of the Venue.
- (b) only suspend banners and other hanging display material from existing rigging points, with Our prior approval, and You must ensure that all such work is carried out by a suitably competent or qualified person;
- (c) not attach any damaging items, including gaffer tape, pins, nails, staples, markers or bluetak to any part of the Venue; and
- (d) not provide, fix or install any fittings, decorations or furnishings to or in the Venue or Space, except with Our prior written agreement and subject to any terms and conditions that We impose.

9.5 Charges for Damage:

- (a) We may charge You for:
 - (i) any damage to the Venue (surrounding or adjacent land or property) or loss of property from the Venue caused by You or Your Representatives;
 - (ii) any extra cleaning or rubbish removal required after any Performance;
 - (iii) the disposal of any items, equipment or other property that You or Your Representatives bring into the Venue and have not removed by the End Date; and
 - (iv) any occupancy of the Venue over and above the times set out in item 9.
- (b) Such charges will be paid as part of the settlement process set out in clause 12

9.6 Operations of Security Personnel: Our security personnel may exercise any of Our rights, powers and privileges relating to the admission into, the conduct within and the expulsion from the Venue of any Patrons and or Your Representatives and may use reasonable force in doing so. We may at any time enlist the support or assistance of the Police if We believe that this is necessary.

9.7 Venue Capacity: You shall ensure that the number of Patrons allowed into the Event shall not exceed the Venue Capacity.

- 9.8 **Lost Property:** We will not in any circumstances be responsible to You or any other party for damage to or the loss, theft or removal of any property brought into the Venue or left by any party upon the Venue (including, however not limited to, any cloakroom or dressing room).
- 9.9 **Access and Exit Ways:** All access and exit ways shall be kept clear at all times.
- 9.10 **Keys:** You will comply with all requirements outlined to You by Us in relation to the issue and return of keys to the Venue. All keys issued shall be returned by You to Us immediately after the Hire Period. You will pay any costs incurred by Us in replacing any lost or broken keys including replacing any lock or locks made vulnerable due to keys being lost.
- 9.11 **Pack In and Out:** It is agreed that during the Hire Period there shall be pack in and pack out dates as recorded in item 9. The pack in and pack out shall be carried out on the dates recorded in item 9 and on those dates the Venue shall not be utilised for any other purpose.

10. COMPLIANCE

- 10.1 **Licenses, Permits, Consents and Authority:** Without limiting any other provision in this Agreement, You must:
- (a) obtain all Licenses and Permits and consents required for the Event, at Your cost;
 - (b) comply with all applicable statutes (including current Health & Safety legislation), bylaws (including all bylaws relating to the holding of events at the Venue) regulations, codes of practice and industry standards;
 - (c) do nothing that may jeopardise or invalidate Licences and Permits held by Us, Auckland Council or any related entity;
 - (d) comply with any directions or instructions given by Us to You and the Venue's health and safety policies and procedures, fire safety regulations and standards (including evacuation procedures and rules about the maximum number of persons allowed in the Space and at the Venue);
 - (e) immediately notify Us of any hazard, incident or accident which You or Your Representatives observe or become aware of, and provide Us with such assistance necessary for Us to conduct any incident or accident investigation; and
 - (f) comply with the provisions of Schedule 2 (Health and Safety).

11. INTELLECTUAL PROPERTY AND RECORDINGS

- 11.1 **Clearances:** You agree, and warrant, that You have obtained all clearances, authorisations, licences and any other rights required to put on the Event and that no aspect of the Event will breach any intellectual or proprietary rights.
- 11.2 **Broadcasting and Recordings:** Subject to clause 11.3, neither party (including their Representatives) may make any Recordings at the Venue without the prior written agreement of the other party. If We agree to You making a Recording, You agree to include any acknowledgement that We reasonably request in the Recording and to comply with any other terms and conditions We impose on the Recording.
- 11.3 **Archival Recordings:** We have the right to make Recordings of any portion of (but not the whole of) the Event and any Patrons, and may use those Recordings for promotional and/or archival purposes. You agree and warrant that You and Your Representatives have consented to such Recordings being made and used as contemplated by this clause.
- 11.4 **Television and Radio:** You must ensure that, in respect of any Event which is to be televised or broadcast (other than where We make a Recording under clause 11.3):
- (a) television camera locations are finalised prior to any Tickets being made available for sale or distribution;
 - (b) no changes are made to those television camera locations once any Tickets are made available for sale or distribution;
 - (c) no Tickets for seats with restricted viewing are made available for sale or distribution without Our prior written agreement and on such terms as We may require;
 - (d) all promotion or advertising of the Event makes reference to the fact that the Event is to be televised or broadcast, whether live or otherwise;
 - (e) You pay Us the broadcasting fee set out in item 23 (unless the relevant Recording is less than 3 minutes long and is used for promotional purposes only); and
 - (f) the television company and broadcaster concerned each enter into an agreement with Us covering (among other things) television/broadcasting rights and facility fees, on terms and conditions satisfactory to Us in all respects.
- 11.5 **Advance Notice:** Where television coverage is proposed, You must inform RFAL as soon as the attendance of any television company is known.

12. SETTLEMENT PROCESS

- 12.1 **Payments via Settlement Process:** Unless specified otherwise in this Agreement, You will pay Us all amounts due (including without limitation, the Licence Fee, Base Services Fee, Broadcasting Fee, Merchandising Fee, Accessibility Services Fee, Additional Services costs, climate and electricity costs, any disbursements or expenses) to Us under this Agreement via the settlement process set out in this clause 12.
- 12.2 **Settlement Amount:** We may delay providing You with notice of the Settlement Amount if any Performance has been cancelled, postponed, interrupted, rescheduled or changed in a material way and We (and/or the Ticketing Agent) need additional time to ensure that the relevant amounts are accurate.
- 12.3 **Particulars:** We will provide You with a reasonable level of detail regarding the component amounts We have used in applying the Formula when We provide You with notice of the Settlement Amount.
- 12.4 **Responsibility for Paying Settlement Amount:** You agree that once the Settlement Amount for an Event has been determined between us, the Ticketing Agent will pay Us directly from the Net Box Office funds they are holding for the Event and prior to releasing any surplus funds to You, all amounts owed to Us by You under this Agreement. If the Settlement Amount is:
- (a) a positive amount, then We will instruct Our Ticketing Agent to pay that amount to You; or
 - (b) less than zero, You will pay Us such amount as is necessary to bring the Settlement Amount to zero.
- 12.5 **Payment of Sum:** The Settlement Amount will be paid by the party required to pay it under clause 12.4 by the due date specified by the relevant party for the Settlement Amount and into the bank account nominated by the payee.
- 12.6 **Complete Settlement:** The settlement process set out in this clause 12 will not operate as an automatic settling of account between Us and You and both parties will be free to claim or demand any monies payable to either of them from the other pursuant to this Agreement, notwithstanding payment pursuant to this clause 12.
- 12.7 **Accounting Procedures:** We will ensure that separate daily records are maintained in respect of Tickets sold for the Event. Where individual performance or sessions within the Event are ticketed, all records will be separated by each performance or session. The records will include the time at which the Tickets were sold and, where Tickets are sold for different prices, the price for which Tickets are sold.
- 12.8 **GST and Other Charges:**
- (a) All amounts due to be paid by You under this Agreement are stated, quoted or estimated on a "GST exclusive" basis unless stated otherwise. You agree to pay all applicable GST in addition to those amounts.
 - (b) We may charge You the credit card fees set out in item 22 where You make any payment to Us by way of credit card.
 - (c) Where the Hire Period includes any public holiday applying in Auckland, We may charge You the surcharge set out in item 20 in addition to the Licence Fee.
- 12.9 **Late Payment:** Where any amount due to be paid by You under this Agreement is not made on time:
- (a) You may be deemed to have cancelled the Event and terminated this Agreement under clause 13.1;
 - (b) We may charge interest calculated daily at the interest rate set out in item 21 for the period from the due date of the amount to the date that full payment is made;
 - (c) We may recover from You all costs and expenses (including debt collection fees, legal fees and administrative costs) that We incur trying to recover the overdue amount; and/or
 - (d) We may deduct the overdue amounts from the Bond in accordance with Schedule 1.

13. CANCELLATION OF EVENT AND TERMINATION OF THIS AGREEMENT

- 13.1 **Cancellation by You:** If You cancel the Event:
- (a) You must immediately notify Us of the cancellation in writing;
 - (b) this Agreement will be deemed to be terminated by You on the date that the notice of cancellation is given; and
 - (c) We may require You to pay to Us, by way of liquidated damages, a sum equal to the aggregate of the applicable cancellation fee set out in item 27 and any actual costs that We have incurred in providing and/or preparing the Venue for the Event (including labour costs and hireage costs), it being acknowledged and agreed that any sum calculated pursuant to this clause 13.1(c) is a

genuine and reasonable pre-estimate of the Loss We would suffer if this Agreement is terminated by You pursuant to this clause 13.1.

- 13.2 **Cancellation by Us:** We may cancel Your booking and terminate this Agreement at any time by notice in writing to You (with immediate effect) if any of the Default Circumstances apply.
- 13.3 **Licence Fee and Other Costs:** If this Agreement is terminated, We may, without limiting any of Our other rights:
- (a) retain any amounts paid as a Deposit under this Agreement; and
 - (b) require You to pay:
 - (i) the total amount of the Licence Fee that would have been payable by You had this Agreement not been terminated, to the extent that that total amount is not covered by the Deposit retained under clause 13.3(a);
 - (ii) any other amounts that would have been payable by You under this Agreement had it not been terminated;
 - (iii) any actual and reasonable costs that We have incurred in providing and/or preparing the Venue for the Event (including labour costs and hireage costs) to the extent that these costs cannot be mitigated; and
 - (iv) any other costs that We have incurred as a result of the termination of this Agreement and/or Your failure to conduct the Event.
- 13.4 **Invoicing of Amounts:** We will provide You with an invoice for the amounts payable under clause 13.3 and You will pay the invoiced amount on the due date stated on the invoice.
- 13.5 **Obligations on Termination and Expiry:** Upon termination or expiry of this Agreement, You will immediately remove all items, equipment and property brought into the Venue (and/or surrounding or adjacent land or property) by You and/or Your Representatives, vacate the Venue and immediately return all property belonging to Us.
- 13.6 **Without Prejudice:** We will have no liability to You relating to any cancellation of the Event or termination of this Agreement except as expressly set out in this Agreement. Any such cancellation and/or termination will not prejudice the rights of either party in respect of an earlier breach of this Agreement.
- 14. INSURANCE**
- 14.1 **Public Liability Insurance:** During the Hire Period, You must maintain the following:
- (a) public liability insurance cover that:
 - (i) provides indemnity against any Losses for which You may become liable under this Agreement; and
 - (ii) has a minimum policy limit for any one occurrence that meets the requirements of item 11; and
 - (b) motor vehicle insurance cover that meets the requirements of item 11.
- 14.2 **Evidence:** You will provide Us with proof of public liability cover and evidence that all premiums due are fully paid ten (10) Working Days prior to the Hire Period starting and/or on request.
- 15. LIABILITY AND INDEMNITY**
- 15.1 **Indemnity:** Without limiting any other provision in this Agreement but subject to clause 15.2, You will fully indemnify Us, Our Representatives and Auckland Council from and against any Loss relating to:
- (a) any breach of this Agreement, negligence or wilful misconduct by You or Your Representatives;
 - (b) any promotional activities undertaken by You or Your Representatives;
 - (c) any firearms, explosives, flammable liquids or other dangerous substances or articles that may cause damage to property or persons brought into the Venue by You or Your Representatives;
 - (d) any advance deliveries made in relation to the Event;
 - (e) third party claims relating to Tickets sold/distributed by You; and
 - (f) any action We may reasonably take to ensure that this Agreement is being complied with (including closing down any Performance).

- 15.2 **No indirect Loss:** Subject to clauses 13.1 and 13.3, You will not be liable to Us under contract, tort or otherwise for any indirect, special or consequential Loss relating to this Agreement.
- 15.3 **Claims:** To the extent permissible under law and except as expressly provided for in this Agreement:
- (a) all warranties and representations by Us whether express or implied (by statute or otherwise) are excluded;
 - (b) You acknowledge that You have had the opportunity to inspect the Space and the Venue and that You are entering this Agreement at Your own risk; and
 - (c) We will not be liable to You under contract, tort or otherwise, for any indirect, special or consequential Loss incurred by You or Your Representatives in connection with this Agreement. The extent of Our (and Our Representatives') liability to You and/or Your Representatives (whether due to Our negligence or otherwise) is limited in the aggregate to the amount of the Licence Fee
- 15.4 **Indemnities:** Each indemnity in this Agreement is a continuing obligation, separate and independent from other obligations and will survive termination and/or expiry of this Agreement. It is not necessary for Us to incur expenses or make payment before enforcing a right of indemnity conferred by this Agreement.
- 15.5 **Responsibility for Representatives:** Notwithstanding any other provision in this Agreement, You will be at all times responsible for Your Representatives and, for the purposes of this Agreement, any acts and/or omissions of Your Representatives will be deemed to be Your acts and/or omissions.
- 16. GENERAL**
- 16.1 **Set-off:**
- (a) all payments due to be made by You to Us under this Agreement will be made in full without deduction or set-off of any nature; and
 - (b) We may apply or deduct any amounts owed to Us by You or the Guarantor (if any) from any sums or amount held by Us (or any Ticketing Agent appointed by Us) without providing You with prior notice or demand. The right set out in this clause 16.1(b) will apply regardless of the terms upon which any amount is owing by You or the Guarantor. In the event that We exercise Our rights under this clause, You will have no right of action against Us.
- 16.2 **Notices:** Any notice under this Agreement between the parties must be made in writing and may be personally delivered, posted, faxed or emailed to the addresses and contact person set out in item 1 (if to the Client) or in item 2 (if to Us) or to such other addresses as is notified in writing by the relevant party to the other party. Notices will be deemed to be given:
- (a) where delivered personally, upon delivery;
 - (b) where sent by post, three (3) Working Days after posting; and/or
 - (c) where sent by facsimile or email, upon receipt of the correct facsimile or email receipt confirmation.
- 16.3 **Force Majeure:**
- (a) Subject to this clause 16.3, a party is not liable for any act, omission or failure under this Agreement (except failure to meet an obligation to pay money) if that act, omission or failure arises directly from circumstances beyond the reasonable control of the party concerned (including damage to the Venue, extreme weather conditions, civil disruption or industry wide industrial action) ("**Force Majeure Event**").
 - (b) A party seeking to rely on clause 16.3(a) must promptly give the other party written notice of the circumstances and the way in which, and the extent to which, performance of its obligations are prevented or impeded by the Force Majeure Event.
 - (c) The party whose obligations are affected by the Force Majeure Event is to take all reasonably practicable steps to limit the effects of that event on the performance of its obligations under this Agreement (provided that the Hire Period will not be changed except with the written agreement of both parties).
- 16.4 **Inconsistency:** Where any provision in the Terms and Conditions is inconsistent with any part of:
- (a) the Details Schedule or the confirmed Event Schedule, the relevant part of the Terms and Conditions will prevail to the extent of the inconsistency; or
 - (b) any Schedule (other than the Details Schedule), the relevant provision of these Terms and Conditions will prevail to the extent of the inconsistency.
- 16.5 **No Tenancy Rights:** Nothing in this Agreement shall create any tenancy rights or similar interests in respect of the Space or the Venue.
- 16.6 **No Waiver:** A waiver of any right, power or remedy under this Agreement must be in writing signed by the party granting it. A waiver is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of

any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion. The fact that a party fails to do, or delays in doing, something that the party is entitled to do under this Agreement does not amount to a waiver.

- 16.7 **Entire Agreement:** This Agreement constitutes the entire agreement, understanding and arrangement (express or implied) between the parties and supersedes all prior and contemporaneous communications and any prior agreements between the parties regarding the subject matter of this Agreement.
- 16.8 **Assignment:** You may not (directly or indirectly) assign or otherwise transfer (including by way of subcontract) any of Your rights, interests or obligations under this Agreement except with Our prior written agreement (which may be withheld in Our sole discretion). We may (directly or indirectly) assign or otherwise transfer (including by way of subcontract) any of Our rights, interests or obligations under this Agreement.
- 16.9 **Severability:** Each provision of this Agreement is individually severable. If any provision is or becomes illegal, unenforceable or invalid it is to be treated as being severed from this Agreement but the rest of this Agreement will not be affected.
- 16.10 **Relationship:** Nothing contained in this Agreement may be construed as creating an employer-employee relationship, a partnership, an agency or a joint venture between the parties. Neither party has authority to make any statements, representations or commitments or to take any action binding the other except as provided in this Agreement or as authorised in writing by the other.
- 16.11 **Costs:** Each party will bear its own costs relating to the negotiation and preparation of this Agreement.
- 16.12 **Applicable Law:** The laws of New Zealand will govern this Agreement and both parties submit to the non-exclusive jurisdiction of the Courts of New Zealand.
- 16.13 **Consumer Guarantees Act:** You agree that if We are providing You with the Space for the purposes of Your business, the Consumer Guarantees Act 1993 will not apply.
- 16.14 **Privity:** For the purposes of the Contracts (Privity) Act 1982, the parties acknowledge and agree that the clauses in this Agreement that confer a benefit on Us and on third parties associated with Us (such as Auckland Council) are intended to confer rights and benefits on those third parties and those rights and benefits are enforceable by those third parties as if they were a party to this Agreement.
- 16.15 **Personal Information:** If You are an individual, You:
- (a) authorise Us to:
 - (i) collect Your personal information;
 - (ii) use, and disclose to third parties, such personal information for the purposes of enabling Us to hire the Space, perform Our obligations and exercise Our rights (including recovering any money owed by You to Us) under this Agreement;
 - (iii) use Your personal information for promotional purposes; and
 - (b) have a right to access Your personal information held by Us. You may request correction of that information and require that the request be stored with that information. We may charge You for the reasonable costs of providing access to that information.
- 16.16 **Amendment:** Any amendment to this Agreement will be effective only if it is in writing and signed by You and Us.
- 16.17 **Confidentiality:**
- (a) Where either party (for the purposes of clauses 16.17, the "**Recipient**") receives, or has received (whether before or after the date of this Agreement) Confidential Information from the other party (for the purposes of clauses 16.17, the "**Provider**"), the Recipient must:
 - (i) keep the Confidential Information confidential;
 - (ii) not use, disclose or reproduce the Confidential Information for any purpose other than the purposes of performing its obligations and exercising its rights under this Agreement;
 - (iii) not, without the Provider's written agreement, disclose Confidential Information to any person other than the Recipients' Representatives who need the information for the purposes of this Agreement; and
 - (iv) establish and maintain effective security measures to safeguard the Confidential Information from unauthorised access, use, copying or disclosure.
 - (b) Notwithstanding clause 16.17(a), the Recipient may use or disclose Confidential Information to the extent necessary to:
 - (i) comply with any law, binding directive of a regulator or a court order;
 - (ii) comply with the listing rules of any stock exchange on which its securities are listed;
 - (iii) obtain professional advice in relation to matters arising under or in connection with this Agreement; or
 - (iv) enforce the other party's obligations under this Agreement.

(c) This clause 16.17 is subject to clause 16.15.

- 16.18 **Counterparts:** This Agreement may be executed in any number of counterparts (including any facsimile or scanned PDF counterpart), each of which will be deemed an original, but all of which together will constitute the same instrument. No counterpart will be effective until each party has executed at least one counterpart.
- 16.19 **Survival:** Following the expiry or termination of this Agreement clauses 4.3, 4.4, 4.5, 4.9, 4.10, 5.2, 5.9, 8, 9.5, 11,12, 13,14,15, 16.18 16.19, 16.17 and 17 together with other provisions that are by their nature intended to survive, will remain in effect.
- 16.20 **Precedent:** If there is any conflict between this Agreement and any other any document or plan related to the Event and developed pursuant to this Agreement, then unless expressly stated otherwise, the provisions of this Agreement will prevail to the extent of any inconsistency.

17. DISPUTES

- 17.1 **Precondition to Court Proceedings:** If a dispute arises under this Agreement, neither party may commence any court proceedings relating to the dispute unless it has first complied with this clause 17. However, nothing in this clause 17 restricts or limits the right of either party to obtain urgent injunctive relief or to terminate or suspend this Agreement where this Agreement provides such a right.
- 17.2 **Representatives to Attempt to Resolve Dispute:** If a dispute arises under this Agreement, either party may, at any time, given written notice ("**Dispute Notice**") to the other:
- (a) specifying the nature of the dispute and the position which that party believes to be correct; and
 - (b) requesting a meeting take place to attempt to resolve the dispute.
- The parties' Representatives must meet within five (5) Working Days of the issue of the Dispute Notice and endeavour to resolve the dispute.
- 17.3 **Senior Officers to Attempt to Resolve Dispute:** If the dispute is not resolved within ten (10) Working Days of a party's receipt of a Dispute Notice, the dispute must be referred to senior officers of the parties, who must meet and endeavour to resolve the dispute.
- 17.4 **Mediation:** If the dispute remains unresolved for a further period of five (5) Working Days after the dispute has been referred to the senior officers of the parties, either party may by written notice require that the dispute be submitted for mediation by a single mediator agreed by the parties or, if not agreement can be reached within two (2) Working Days of such notice, a mediator nominated by the President of the New Zealand Law Society.
- 17.5 **Procedure:** The mediator will determine the procedure and timetable for the mediation. The costs of the mediation service will be shared equally by the parties.
- 17.6 **Unresolved dispute:** If within two (2) Working Days following the mediation, the dispute remains unresolved, either party may pursue its legal rights (including commencing any Court proceedings).
- 17.7 **Without prejudice:** All proceedings and disclosures in the course of the mediation will be conducted and made without prejudice to the rights and position of the parties in any subsequent legal proceedings.
- 17.8 **Performance:** If there is a dispute each party must continue to perform their obligations under this Agreement.

18. DEFINITIONS / INTERPRETATION

18.1 **General Definitions:** In this Agreement, unless the context otherwise requires:

"**Accessibility Services**" means the sign language interpreted services and audio described services;

"**Accessibility Services Fee**" means the fee set out in item 14;

"**Additional Services**" means any Services provided to You by Us, under clause 4.4 in addition to the Base Services and the hire inclusions set out in item 25;

"**Agreement**" means the:

- (a) Venue Hire Agreement Execution Page signed by both parties and the Details Schedule attached to it;
- (b) the Terms and Conditions; and
- (c) the confirmed Event Schedule;

"**Alteration Fee**" has the meaning given to it in paragraph 3.2 of Schedule 3;

"**Base Services**" has the meaning given to it in clause 4.2;

"**Base Services Fee**" has the meaning given to it in clause 4.2;

"**Bond**" means the bond payment to be made by You to Us (if any) detailed in item 12;

"**Box Office Percentage**" means the percentage of the Net Box Office set out in item 17 (which is one portion of the overall Licence Fee);

"**Client**" means the person named as Client in item 1 and is also referred to as "You" or "Client" in this Agreement;

"**Commencement Date**" means the date specified as such in item 9;

"**Commercial Electronic Message**" has the meaning given to it under the Unsolicited Electronic Messages Act 2007;

"**Conditions of Use**" means the document setting out the key rules and restrictions for the use of the Venue and in some cases, the surrounding or adjacent land, property and/or facilities, as attached at Schedule 5 and amended and updated from time to time by Us;

"**Confidential Information**" means any and all information relating to the Provider (as defined in clause 16.17) which is or has been disclosed or communicated to the Recipient (as defined in clause 16.17) by or on behalf of the Provider and is either marked confidential or could reasonably be considered confidential;

"**Dark Nights**" means any period described as such in item 9;

"**Default Circumstances**" means where:

- (d) We consider that the staging or nature of the Event will, or might: contravene any statute, order, regulation or any other requirement of a public or local authority and as a result, We do not wish for the Event to be held at the Venue;
- (e) We consider that the management or control of the Event is inadequate and/or the behaviour of any of Your Representatives could lead to:
 - (i) danger or injury to any person;
 - (ii) damage to any property (including the Venue); or
 - (iii) harm to Our reputation or the reputation of the Venue or Auckland Council and You have not taken steps agreed under clause 5.8 or the parties cannot reach agreement on such steps;
- (f) You are in default of Your obligations under this Agreement and such default has not been remedied within ten (10) Working Days from the date We notified You of the default and requested You to remedy it;
- (g) You fail to pay any sum of money payable under this Agreement on the due date for payment;
- (h) any of Your secured creditors takes possession of any of Your businesses or undertakings (either by itself or by agent) or a receiver is appointed over any of Your businesses or undertakings;
- (i) You (being a natural person) have an order of bankruptcy made against You;
- (j) You (being a company) have an application for liquidation made or a resolution passed by Your creditors or members resolving or requiring that You be put into liquidation;
- (k) You enter into any composition, assignment or other arrangement with, or for the benefit of, Your creditors or become unable to pay debts as they fall due;
- (l) You fail to provide the items in accordance with clause 3.1 (c);
- (m) You fail to provide Us with evidence of Your insurance as required by clause 14; or
- (n) You breach clause 9.1 (Objectionable Activity).

"**Details Schedule**" means the schedule entitled "Details Schedule" attached to the Venue Hire Agreement Execution Page, as amended in accordance with the terms of this Agreement;

"**Deposit**" means the deposit of a portion of the Licence Fee in the amount set out in item 18;

"**End Date**" means the date specified as such in item 9;

"**Event**" means the performance and any related events or functions set out in item 5;

"**Event Schedule**" means the event schedule developed in accordance with clause 4.1.

"**Formula**" means the formula set out in item 38;

"**GST**" means goods and services tax in terms of the Goods and Services Tax Act 1985, at the rate prevailing from time to time, including any tax levied in substitution for that tax;

- "**Guarantee**" means the Guarantee Agreement on Our standard terms that guarantees Your obligations under this Agreement;
- "**Guarantor**" means the person or entity specified as such at item 3 (if any);
- "**Health & Safety Act**" means the Health and Safety at Work Act 2015; or any subsequent amendments/updates.
- "**Hire Period**" means the period described in item 9 which will commence on the Commencement Date and finish on the End Date;
- "**House Seats**" means the seats within the Venue contractually reserved for or by RFA specified in item 36 of the Details Schedule;
- "**Inside Charge**" means the charge specified as such in item 34 charged for each Ticket sold or distributed by Us or the Ticketing Agent;
- "**Invitees**" has the meaning given to it in clause 2.4;
- "**Licence Fee**" means the fee described as such set out in item 17.
- "**Licences and Permits**" means any licences, permits and consents (including all relevant authorisations required in relation to street trading, amusement devices, special effects and temporary structures and marquees);
- "**Losses**" means any claims, losses, liabilities, charges, damages, expenses and costs (including solicitor-client costs), and "**Loss**" has a corresponding meaning;
- "**Merchandise**" means any programmes, printed material, clothing, souvenirs, posters, novelty items, recordings (in any format), books and any other items designed to commemorate the Event;
- "**Net Box Office**" means the total amount taken by Us in Ticket sales (whether paid or credited) including any GST excluding the Transaction Fees, less the total amount of applicable Inside Charges (including GST);
- "**Objectionable Activity**" means any activity or content that is of an objectionable nature or may breach reasonable standards of public decency;
- "**Patron**" means any person holding a Ticket;
- "**Patron Information**" means the Patron's personal details (including name, address and contact details), organisation details and order details (including the date of booking, type of tickets, channel for booking) collected by Us (and/or the Ticketing Agent);
- "**Performance**" means, where the Events consists of a number of like performances or shows, each performance or show, or where an Event consists of one performance or show, the Event;
- "**Printing Fee**" means the fee specified as such in item 31;
- "**Recording**" means any radio, television or web broadcast, film or video, photo or any other type of recording or broadcast whatsoever, and "Recorded" means the act of "Recording";
- "**Refund Policy**" means Our refund policy or that of Our Ticketing Agent;
- "**Representatives**" means employees, contractors, agents and Invitees;
- "**RFAL**" means Regional Facilities Auckland Limited and is also referred to as "We" or "Us" in this Agreement;
- "**Services**" means any front of house, catering, promotion, technical, security, supply of equipment, parking, ticketing and/or other services.
- "**Settlement Amount**" is the amount calculated pursuant to item 38;
- "**Space**" means the area or rooms at the Venue(s) described in item 7;
- "**Technical Services**" means the provision of technical personnel and other labour required to stage the Event;
- "**Terms and Conditions**" means these Event Hire Terms and Conditions and any document or schedule attached, or document referred to, in these Event Hire Terms and Conditions;
- "**Ticket**" means a ticket, coupon, voucher or other means of evidencing the right of holders to attend and/or participate in any Performance;
- "**Ticketing Agent**" means the ticketing agent We may use to undertake ticketing for events;
- "**Ticket Price**" means the price specified as such in item 29 and as amended or updated by written agreement between the parties;
- "**Ticket Sale Start Date**" means the date set out in item 33;
- "**Transaction Fees**" means the fees and charges specified as such in item 35;
- "**Venue(s)**" means the entire property described in item 6;
- "**Venue Capacity**" means the capacity set out in item 8;

"Venue Sponsor" means any official sponsor of the Venue (such as a naming rights sponsor);

"Venue Supplier" means any official supplier to the Venue; and

"Working Day" means any day other than a Saturday, Sunday or a public holiday in Auckland.

18.2 Interpretation: In this Agreement, unless the context otherwise requires:

- (a) references to the plural include the singular and vice versa;
- (b) the headings to items, clauses and schedules are for ease of reference only and will not affect the interpretation or construction of this Agreement;
- (c) an obligation not to do anything includes an obligation not to suffer, permit or cause anything to be done;
- (d) references to any provision, act or regulation includes any provision, act or regulation that may be enacted in replacement or modification of such provision, act or regulation;
- (e) "including" and similar words do not imply any limitation;
- (f) references to clauses and schedules are to clauses and schedules of this Agreement;
- (g) references to items are to items set out in the Details Schedule;
- (h) any rights reserved to Us may be exercised in Our sole discretion.

SCHEDULE 1: BOND TERMS

1. **Use of Bond Monies:** The Bond will be held by Us and if:
 - (i) We incur any fine or penalty in connection with the Event (for example, a noise control infringement fine); and/or
 - (j) any amount payable under this Agreement is not paid by the due date,We will be entitled to use the Bond to cover any such fine, penalty or amount.

2. **Return of Bond Monies:** We will refund the Bond monies to You (less any amount required to cover any fine, penalty or amounts referred to in paragraph 1 of this Schedule 1) within thirty (30) days of the End Date.

3. **No Limitation:** Where the Bond is insufficient to cover any fine, penalty or amount described in paragraph 1 of this Schedule 1, We will be entitled to recover the outstanding amount from You.

SCHEDULE 2: HEALTH AND SAFETY

1. **Compliance:** You will comply with the requirements of the Health and Safety at Work Act 2015 (and any amendments), associated regulations and the Venue health and safety policies and procedures. You will ensure that every employee, contractor, performer, agent or invitee of the Hirer working or otherwise at the Premises during the Hire Period acts in accordance with and at all times complies with:
 - (a) The Event Health & Safety Plan provided by You to Us which outlines the hazards and their controls for Your event;
 - (b) The Venue policies and procedures regarding health and safety, including but not limited to evacuation procedures, maximum number of persons at the Premises etc;
 - (c) Any applicable safety programme including without limitation the "Guide to Safe Working Practices in New Zealand Theatre and Entertainment Industry"; and
 - (d) Our "no smoking policy" and Your obligations under the Smoke-Free Environments Act 1990. All venues (except the outdoor areas of Aotea Square) are a strictly 'no smoking' zone and this means (among other things) that any form of smoking on stage as part of a Performance is not permitted. You must strictly adhere to and enforce this policy and the requirements of the Smoke-Free Environments Act 1990 at all times. You must obtain Our prior written agreement to having any designated outdoor smoking areas for the Event.

2. **Notification:** You will immediately notify:
 - (e) Any hazards to Us which You observe or become aware of at the Venue.
 - (f) Any incident or accident to Us You become aware of at the Premises and You will provide Us with such assistance as may be necessary to conduct any incident or accident investigation.
 - (g) Worksafe NZ or relevant subsequent authority ("**Worksafe NZ**") of any notifiable incident or event that occurs to any employee, contractor, performer, agent or invitee of Yours and provide Us with a copy of the notification.

3. **Contractors:** All external contractors and equipment constructed by external contractors (e.g. stage sets) must be approved by Us within ten (10) working days before the Commencement Date. We reserve the right to refuse external contractors and equipment into the Venue if they do not meet the requirements of this Schedule 2.

4. **Erections or Scaffoldings:** You and/or Your Representatives may not construct or erect any rigging or scaffolding or suspend any object from the ceiling of any part of the Venue, except subject to the following requirements:
 - (a) Where Our designated rigger has given his or her prior approval (which may be withheld in their sole discretion or granted subject to any terms and conditions they think fit). You agree to comply with any terms and conditions of that approval.
 - (b) You warrant that construction, erection or suspension may safely be made and will not damage the Venue or any of its contents.
 - (c) Approval under paragraph 4(a) of this Schedule 2 will not constitute a representation or warranty by Us that such construction, erection or suspension may be made safely or will not damage any of Your or Your Representatives' property and We will not be under any duty or responsibility to ensure that damage will not result to any such property before granting a request under paragraph 4(a) of this Schedule 2.

5. **Electrical Use and Installation:**
 - (d) You will not bring or permit any electrical devices to be brought into the Venue unless You have provided Us with sufficient evidence that such device has been inspected by a suitably qualified electrician or trained person and complies with New Zealand standards.
 - (e) You may not connect any electrical installation or equipment or fitting to the electricity supply of the Venue without obtaining Our prior approval.
 - (f) You will be liable for any costs or damages that arise out of the use of electrical devices or any electrical installation or connection regardless of whether Our prior approval has been obtained under paragraph 5(a) of this Schedule 2.

6. **Prohibited Goods/Activities:** You must ensure that:

- (g) firearms, explosives, flammable liquids or other dangerous substances or articles which may cause damage or injury to property or persons are not brought into the Venue, except with Our prior written agreement and then only in accordance with the terms and conditions that We impose;
- (h) all items to be used in any performance spaces in the Venue are fire-proofed when brought into the Venue and maintained in a fire-proof conditions throughout the Hire Period;
- (i) emergency exits and exit signs in the Space are not obscured and that at least 3 metres clearance is maintained at all times in respect of any egress;
- (j) fire hoses, alarms and switches remain visible and accessible at all times;
- (k) all articles used for display purposes are fireproofed.

7. Pyrotechnics and Open Flames: You must ensure that the use of open flames or pyrotechnics complies with the Health and Safety at Work Act 2015, associated Regulations, Codes of Practice and Our policies and procedures. All use of pyrotechnics and open flame must be approved in writing by Us.

8. Noise Levels: You must ensure that:

- (l) at all times the noise levels within the Venue comply with the Approved Code of Practice for Noise in the Workplace;
- (m) subject to paragraph 8(a) of this Schedule 2, at all times the noise levels within the Space are at a suitable level so that the Event is able to be heard clearly by Patrons within the Space as would be ordinarily expected of a first class Event of its type conducted by a good and prudent operator in the international theatrical events industry; and
- (n) You meet the requirements of any noise restrictions as set out in the Venue Conditions of Use which forms part of this Agreement.

9. Enforcement: We may take any action that We deem appropriate to ensure that this Schedule 2 is not breached. We will not be liable for the consequences of any such action.

SCHEDULE 3: TICKETING

1. ALLOCATION OF TICKETS

- 1.1 **Public Admission:** Our Ticketing Agent has the exclusive right to issue Tickets.
- 1.2 **Ticketing Agent:** You acknowledge and agree that:
- (a) in providing ticketing services set out in this Schedule 3 We are not acting as Your agent;
 - (b) Our Ticketing Agent is:
 - (i) Our agent and not yours; and
 - (ii) You do not have a direct contractual relationship with Our Ticketing Agent.
- 1.3 **Your Responsibility for Allocated Tickets:** You will be responsible in all regards in relation to the Tickets not sold through Our ticketing agent and We will have no liability to You or any third party (including Patrons) in relation to the sale and/or distribution of those Tickets or any refunds due to any Patrons who have purchased or received such Tickets.
- 1.4 **No Guarantee:** You acknowledge that We do not make any representations, warranties or guarantees that We will sell or distribute any minimum or set number of Tickets for any Performance.

2. TICKETING PROCEDURE

- 2.1 **Commencement of Ticket Sales:** We will commence issuing Tickets on the Ticket Sale Start Date, provided that You have completed the steps required to confirm Your booking set out in clause 1.1 of the Terms and Conditions, and We have all the information required for the Tickets under this Agreement, including the information required by Section 3 of the Details Schedule and under paragraphs 2.3 and 2.4 of this Schedule 3.
- 2.2 **Ticketing Information:** Immediately on entering into this Agreement and no later than seven (7) Working Days before the Ticket Sale Start Date, You will provide Us with such information as may be required to adequately arrange all ticketing aspects, including the following:
- (a) particulars of the Event, including the nature of the Event, the name of the Event, the participants and the wording to go on the Tickets (which must comply with paragraph 2.4 of this Schedule 3);
 - (b) details of the venue or venues at which each Performance is being held;
 - (c) where Tickets are sold for specified seats, a seating plan for each Performance detailing the proposed allocation of seats and whether seating is general admission or reserved seating;
 - (d) the date and time of individual sessions within the Event that are to be ticketed;
 - (e) the technical requirements of each Performance including the location of any equipment structures and the location of the seats that are not to be sold as a result;
 - (f) whether the Event is subject to any contingency, such as weather;
 - (g) sufficient information to adequately inform the Patrons as to the nature of the Performance; and
 - (h) any special conditions that will apply to any Tickets. These must be notified to Us at least twelve (12) Working Days prior to the date on which the tickets are to be first offered for sale. Any reasonable additional expenses incurred by Us as a result will be paid for by You.
- 2.3 **Charges for Tickets:**
- (a) The Ticketing Agent will issue Tickets for the Ticket Price (or, where item 29 indicates that Tickets for Performances have been divided into particular blocks, types or classes and should be issued for different Ticket Prices, then those prices set out in item 29).
 - (b) The Inside Charge will not be visible to any purchaser of a Ticket.
 - (c) The Ticketing Agent may charge Patrons the Transaction Fees, as outlined in item 35, over and above the Ticket Price and may decline to grant or issue a Ticket until the Transaction Fees are paid. The Ticketing Agent may retain all Transaction Fees that they collect.

Ticket Wording: The wording to go on the Ticket must:

- (d) include such written terms and conditions as We think appropriate (after consultation with You); and

- (e) fit within any reasonable maximum wording or positional limitations specified from time to time by Us.
- 2.4 **Information:** You will use Your best endeavours to ensure that the information You provide to Us under this Schedule 3 is accurate. You will respond as soon as practicable to any enquiries made by Us relating to the ticketing of the Event.
- 2.5 **House Seats:** We will reserve the number of House Seats specified in item 36 at each Performance. We may, in Our absolute discretion, determine the location of such House Seats.
- 2.6 **Complimentary Tickets:** We will issue such number of complimentary Tickets as are set out in item 30, provided that:
- (a) for the purpose of calculating the charges due to Us in relation to the complimentary Tickets:
- (i) each complimentary Ticket issued up to 3% of the available Venue Capacity will incur a Printing Fee;
- (ii) each complimentary Ticket issued in excess of 3% of the available Venue Capacity will be deemed to have been issued for the Ticket Price; and
- (iii) no Inside Charge will be payable in respect of any complimentary Ticket issued for the "opening night" of an Event which is running for more than three sessions.
- (b) for any Performances which are free to attend but where We are required to issue Tickets up to the Venue Capacity limits (so that We can maintain control of the Venue capacities and admittance processes), We will charge You a Printing Fee for each Ticket issued. This fee is to cover the costs of handling and printing.
- 2.7 **No Sale of House Seats:** We will not sell house seats. All house seats that are not required will be returned to public sale no later than two (2) Working Days prior to the specific Performance.
- 2.8 **Obscured Viewing:** We will consult and agree with You about whether Tickets for seats or other areas with obscured or limited views of the stage or performance area or which suffer from any other disadvantage will be issued and if they are issued, what terms and conditions they will be issued on.
- 2.9 **Special Terms and Conditions:** We may issue Tickets subject to such special terms or conditions as We think appropriate.
- 2.10 **Refund Policy:** You will comply with the Refund Policy (as updated and amended by Us from time to time).

3. REFUNDS

- 3.1 **Refunds:** If any ticketed Performance is cancelled, interrupted or postponed:
- (a) You will immediately notify Us in writing of the cancellation, interruption or postponement;
- (b) You will use Your best endeavours to notify Patrons of the rescheduling or rearrangement by advertising in the local media, at Your sole cost;
- (c) the Ticketing Agent will refund or exchange Tickets in respect of any such interruption, cancellation or postponement in accordance with the conditions attaching to the Tickets; and the refund policy or where no refund policy applies or the refund policy does not comply with applicable law, then in accordance with applicable law and industry standards; and
- (d) We will not be liable to refund any amounts paid by any Patron for Tickets sold or distributed by You.
- 3.2 **Alteration Fee:** If a ticketed Performance is cancelled, interrupted or postponed and any or all of the Tickets are refundable, You will be liable to pay Us for a fee equal to:
- (a) twice the Inside Charge per Ticket refunded; and
- (b) any administrative costs that We incur in making any refunds or in relation to the cancellation, interruption or postponement of the Performance (plus GST, if any)
- (collectively, the "**Alteration Fee**").

We will give You notice of the amount of the Alteration Fee as soon as reasonably practicable after the completion of all relevant refunds and You will pay Us the Alteration Fee within seven (7) days of invoice.

- 3.3 **Claims:** RFAL will not be responsible for any claims made against You as a result of the cancellation, interruption or postponement or rearrangement of any ticketed Performance. You will indemnify Us of any direct losses arising in connection with the performance, non-performance, interruption, cancellation or postponement of an Event

4. GENERAL TERMS

- 4.1 **Monies to be Held in Separate Operating Account:** We (and/or the Ticketing Agent) will hold the Ticket sales monies in a separate operating account for the Patrons and such monies will remain in trust pending the need to make any refund in accordance with this Schedule 3 and/or settlement in accordance with clause 12 of the Terms and Conditions.
- 4.2 **No Right to Proceeds:** You acknowledge that You have no right to the total Ticket proceeds (including any interest earned thereon) in respect of the ticketing of any Event or session, other than as specified in clause 12 of the Terms and Conditions.
- 4.3 **Advertising:** You acknowledge that the Ticketing Agent (on its own behalf or the behalf of a third party) may advertise on the back of any Tickets or Ticket wallets, envelope, insert, souvenir, or other promotional material handed to a Patron or is otherwise used to contain or attach Tickets, that are supplied by the Ticketing Agent. The content of the advertising will be at the sole discretion of the Ticketing Agent but RFAL will procure that the Ticketing Agent agrees to use reasonable endeavours to ensure that the advertiser and advertising does not, directly or indirectly, be in competition with You.
- 4.4 **Supply of Patron Information:** Where the Patron has consented, We will provide You with relevant Patron information, provided always that Your use of the Patron information:
- a) shall be in accordance with all applicable laws; and
 - b) shall be subject to and strictly in accordance with the disclosures made to and consents obtained from the Patrons concerned.