

EVENT APPROVAL CONDITIONS & AGREEMENT

Queen Street Mall Legislated Area

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BOOKING CONDITIONS

Purpose of Hire

The hirer may use the venue for the purpose stated on the event confirmation. The hirer may not use any other area or use the venue for any other purpose without the prior written approval from the designated BEDA event liaison. The hirer may not assign this agreement or rehire the venue and must ensure that any person using the venue is adequately supervised by the hirer

Designated BEDA Event Liaison

BEDA will designate a liaison with regards to the planning and logistics of your event.

Limits on Use

Unless approved in writing by the BEDA event liaison, the hirer will ensure that:

- no animals are brought into Queen Street Mall or Reddacliff Place; and
- no damage is caused to the venue, other things, people, wildlife or plants in Queen Street Mall or Reddacliff Place; and
- no open fires are lit in Queen Street Mall or Reddacliff Place; and
- unless BEDA's consent is first obtained, no fixture, fitting or furnishing is altered, moved, attached to or removed from Queen Street Mall or Reddacliff Place; and
- the venue is not used for any collection, or to conduct any betting or other game, sweepstake, lottery or organised sport; and
- no riotous, disorderly, drunken or improper conduct occurs in relation to the hire;
- nothing occurs in relation to the hire that might injure the reputation of Queen Street Mall, Reddacliff Place, Brisbane City Council or BEDA.
- the venue is not used for the primary or incidental purpose of supporting or encouraging any political party, activism, movement or message unless BEDA's written consent is first obtained.

BEDA Event Coordinator

The Event Coordinator assigned to work at your event and/or performance is an employee of BEDA, and therefore represents the interests of BEDA. It is their role to ensure that our interests are protected, that these conditions are enforced, as well as providing a service to you. You are required to follow any lawful direction given by BEDA staff during the event.

The Event Coordinator may at any time

- restrict access to or evacuate the venue for safety reasons; or
- refuse admission to a person or direct a person to leave the venue; or
- take whatever action the venue coordinator considers necessary to ensure that his or her directions are promptly followed, at the hirer's expense.

Event Management Plan

A concise event management plan is required for all events. For small events a run sheet may be suitable. The BEDA event liaison assigned to your event will advise what level of documentation is required for your event.

Event management plans are to include,

- a run sheet listing all aspects of the event, from start to finish including set-up, dismantle and key contacts
- a floor plan of the event
- a risk assessment of activities as per the Work Health & Safety Act 2011 (Qld)
- proof of public liability insurance
- safe work method statements (where required by law or requested)
- engineer reports or certification (where required by law or requested)
- details of any other permits required by law, including but not limited to: liquor licences, temporary food stall permits, road closure permits (where required by law or requested)

You must brief the BEDA Event Coordinator of all aspects of the event prior to set-up.

All mandatory forms and or requested documentation must be returned to BEDA within specified time frames. Failure to supply the required documents may result in the cancellation of your event. See clause 33)

Set-up and Dismantle Access

The hirer may only access the venue between the agreed set-up and dismantle times as determined by BEDA.

Noise Levels and Audio Systems

A BEDA representative will determine acceptable noise levels for all events. The duration and volume of looped audio, video or other media will be as directed by a BEDA representative.

Any instruction from an authorised BEDA, Police or Brisbane City Council representative in relation to noise levels must be complied with. These representatives may take whatever action is deemed necessary to ensure compliance with these instructions.

The use of additional audio or video equipment is not permitted without prior approval from BEDA.

Promotion of the Event

Once an event has been formally confirmed, you agree to permit BEDA to promote the event, should Brisbane EDA decide to do so. If requested, you will take reasonable steps to support BEDA's promotional activity, including the provision of suitable images and accurate descriptions of the event that is to take place.

You grant to BEDA an irrevocable, royalty-free, non-exclusive right to use, produce, modify, adapt, edit, public and communicate to the public any material submitted by you for the event in any medium and in any reasonable manner BEDA sees fit:

- to conduct the promotional activity for the event; and / or
- as otherwise reasonably required by BEDA for reporting and/or other business or operational purposes including in published works produced by BEDA.

Distribution of Food and Beverage

Promotional sampling of food or beverages will be not permitted, without written approval from BEDA.

The distribution of food or beverages for catering purposes is not permitted without written approval from BEDA. Additional conditions will apply depending on the scale of the event. BEDA reserves the right to refuse permission to provide any form of catering at events.

If food is to be prepared and sold, the hirer will obtain and comply with a Brisbane City Council Temporary Food Stall Licence. The hirer also agrees to comply with any other relevant laws regarding the sale or provision of food.

PLEASE NOTE: Single-use plastic bottles and drinking straws are no longer permitted

Distribution of Promotional Material

Distribution of flyers, balloons or similar promotional material can only occur in the immediate area of the event (within 10 metres), and this may only occur while the event is in operation.

BEDA reserves the right to refuse the distribution of pamphlets and or other marketing/promotional collateral material.

Adhesive stickers & Balloons

The hirer acknowledges that the giveaway, sale or distribution of adhesive stickers is not permitted at Queen Street Mall and Reddacliff Place.

Helium balloons are not permitted.

Standard air-filled balloons are permitted. Gas cylinders must be restrained at all times.

Sale of Goods or Services

Intangible or tangible goods or items must not be sold on the Mall or Reddacliff Place without prior written approval from BEDA.

If written approval is given, the hirer agrees to sell only professionally presented merchandise of a high standard and quality from nominated merchandise areas within the venue. The hirer will not offer for sale any offensive merchandise or merchandise that BEDA considers inappropriate.

Fund Raising and Donations

Fund raising or the solicitation of donations in the Mall or Reddacliff Place is not permitted without prior written approval from BEDA.

If approved, collection will only be permitted when relevant to the specific event being held, and can only occur in the immediate area of the event (within 10 metres). Collection may only occur while the event is in operation.

Vehicle Access

Any vehicle entering the Mall or Reddacliff Place requires an access pass.

Any vehicles entering the Mall or Reddacliff Place without approval, or which breach access conditions, may be towed away at the vehicle owner's expense and/or a fine may be levied on the vehicle owner.

Signage

All event signage is to be professionally produced and is to be in good condition.

Signage must not be erected without the approval of a BEDA representative. You must comply with the amount of signage deemed appropriate by a BEDA representative.

Stickers must not be placed on any object or surface in the Mall or Reddacliff Place. Signage must be relevant to the event being held.

Displays and Structures

Any item on exhibit must not be left unsupervised.

Vehicles on display must not move, or have their engines running.

Any scaffolding, tent, marquee, staging or similar temporary structure erected during the event period must be:

- erected to the standard and satisfaction of any BEDA representative
- erected and secured in accordance with the manufacturers / structural specifications to ensure they are structurally sound and can withstand likely wind in the locality and any likely live loadings
- erected in accordance with relevant standards where required
- free standing and not attached to any other structure in the Mall or Reddacliff Place
- erected and removed at the times required by any Brisbane EDA representative
- in the case of scaffolding, erected by a licensed contractor
- be managed by authorised staff at all times that public may have access inside the structure
- constructed in a manner that allows entry/exit points to afford a ready means of egress from all parts of temporary structures, and must provide a minimum unobstructed height of 2,000 mm
- During the installation, the work area must be defined by fencing, barricading, witches hats, ropes and stanchions or other means, as is appropriate for the nature of the works.
- Relevant construction zone signage must be utilised during installation to redirect the public.
- be maintained in a clean and tidy manner at all times, all waste and general rubbish is to be cleared on a regular basis at your expense.

Engineering Approval

Engineering approval may be required for large or unusual structures. In some circumstances, BEDA will request engineering approval to be obtained. The event organiser is to bear full responsibility for all costs and will manage all aspects of the process required to obtain engineering approval (if required).

BEDA cannot expedite approvals through Brisbane City Council or any other regulatory body. Should approval not be obtained or the structure proves unable to be installed in our venue, Neither Brisbane EDA nor Brisbane City Council will be liable for any losses or additional expenses incurred by or in connection with the relocation, rescheduling or cancellation of your event.

Meal Breaks

Meal breaks taken by your event staff or performers are not to be taken in the event area.

Offensive Material

No nudity or offensive clothing or costumes that in the opinion of a BEDA representative, a Brisbane City Council representative or Queensland Police representative is offensive, will be permitted during or otherwise in connection with your event.

Event Cleaning

The event area is to remain clear at all times of cardboard boxes, unused display materials, refreshments and baggage.

The event area be kept clean and tidy as directed by any BEDA representative. All rubbish is to be removed from the venue by you immediately after your event (during bump-out). You may be charged for cleaning if additional cleaning is required.

Storage & Deliveries

Please note that BEDA does not have any other storage facilities available for your use, and will not accept deliveries on your behalf prior to the event.

All items must be removed on the day of the event. Any items remaining may be disposed of at your cost.

Please note that there are restrictions regarding and access times for delivery vehicles.

Emergency access

You must not in any way cause hindrance to or block emergency vehicle access. The emergency vehicle access runs centrally through the Mall and Reddacliff Place.

Security

BEDA may provide, at the hirer's cost, when deemed necessary by BEDA. BEDA will advise the hirer of the costs of security.

Hazardous goods or items

No item considered by a BEDA representative to be dangerous, flammable, volatile, explosive, toxic, noisome, offensive, immoral or inconsistent with the purpose of the event will be permitted in the Mall or Reddacliff Place.

Hazardous substances include (but are not limited to):

- Paints
- Cleaning chemicals
- Degreasers
- Detergents
- Gas cylinders
- Refrigerant gases
- Pesticides
- Herbicides

- Diesel fuel
- Petrol
- Liquefied petroleum gas (LPG)

A Material Safety Data Sheet (MSDS) must be kept with hazardous substances at all times and a copy provided to BEDA prior to the event. A MSDS is an information sheet provided by the supplier of the substance referring to specific safety requirements of the substance (including storage, first aid and transportation).

Rigging

If objects or persons are to be suspended, a licensed rigger must be used. Engineering approval will be required prior to any work occurring.

Electrical

Electrical equipment used for the hire must comply with the Electrical Safety Act 2002, Electrical Safety Regulation 2003 and all associated Codes of Practice and Australian Standards

Without limiting this obligation, the following restrictions apply:

- All power leads must be covered or flown in the air at not less than 4.5 metres clearance.
- Household double adapters may not be used.

All equipment must be tested and tagged in accordance with the appropriate requirements and documented evidence of this is to be made available to BEDA. Even if tagged, electrical equipment must pass a visual safety inspection.

BEDA may at any time require all equipment to be tested and tagged by an independent qualified electrical officer at the cost of the hirer.

Neither BEDA nor Brisbane City Council will be liable for any losses or additional expenses incurred by or in connection with the loss of electrical supply as a result of your event.

Road closures

If the application has identified that the hirer proposes closing a road for the event and BEDA has agreed to this, the hirer will:

- obtain a temporary road closure permit from Brisbane City Council at least 15 working days prior to the event and comply with the terms of the permit;
- obtain the necessary traffic permit from the Queensland Police Service at least 15 working days prior to the event and comply with the terms of the permit;
- as required by Brisbane City Council and/or BEDA, install road closure signage at least 7 days prior to the event to inform the public of the road closure;
- install barricading and/or fencing as instructed by BEDA to designate the road closure; and
- where required by Brisbane EDA, engage licensed traffic controllers to manage traffic in the vicinity of the road closure.

Working with children

The hirer will ensure that persons involved in the event hold “blue cards” to work with children, where required by law.

First Aid

BEDA may provide, at the hirer’s cost, first aid personnel which BEDA considers necessary for the event. BEDA will advise the hirer of the costs of first aid personnel services.

Alternatively, the hirer may arrange first aid personnel for the event. The hirer must provide BEDA with details of the first aid services for the event for BEDA's approval. The hirer will provide copies of incident details and reports to BEDA promptly after the event.

Toilet facilities

The hirer will ensure that there are sufficient toilet facilities for the hirer’s event. This may involve the hirer arranging temporary facilities

Public Liability Insurance and Workers

It is a condition of this agreement that Public Liability Insurance is secured for the duration of your event. This insurance policy must list BEDA as an interested party and be for at least twenty million dollars (\$20,000,000).

A copy of the Public Liability Insurance policy must be lodged with Brisbane EDA at least five working days prior to the date of your event. Without suitable insurance the event will not be permitted to proceed. BEDA will not provide insurance cover for your event.

The requirements of WorkCover Queensland must be met before any staff may be employed for your event

Cancellation, Damages and Indemnity

When agreeing to the Conditions of Use, you accept that:

- a) the venue is booked at your risk, including the risk of inclement weather; and
- b) any activity may be cancelled, at any time, if in the opinion of a BEDA representative:
 - I) you misrepresent the purpose, or content of the event
 - II) the facilities are unfit for use
 - III) the facilities will be damaged by your event
 - IV) the use of the facilities would pose an unacceptable risk of disease or injury to any person
 - V) you fail to fulfil your obligations to or provide any documents or information required by Brisbane EDA

BEDA reserves the right to notify you of any cancellation, either verbally or in writing.

BEDA reserves the right to relocate, re-schedule or cancel an activity or performance without notice.

Neither BEDA nor Brisbane City Council will be liable for any losses or additional expenses incurred by or in connection with the relocation, rescheduling or cancellation of your event.

Neither BEDA nor Brisbane City Council will be liable for any damage or loss of any sort, including but not limited to damage to or loss of goods or property, personal injury and death, howsoever caused, during or in

any way connected with your event, unless directly caused by the negligence of BEDA, Brisbane City Council, their respective servants or agents (or any of them or otherwise).

Damage to facilities

You must not, by act or omission, damage the Mall or Reddacliff Place anything in, on or forming part of it. You will be held liable for damage.

Privacy Act

The hirer consents to its personal information provided in the event application or this document to be used or disclosed by BEDA:

- in connection with BEDA's business including to seek information about the hirer's credit arrangements in connection with the hire; or
- if required or authorised by or under law; or
- if the hirer consents; or
- to any person with whom Brisbane EDA deals in connection with Brisbane EDA's business, including persons who are outside Australia.

General

Special conditions

Any Special Conditions attached to this agreement forms part of this agreement.

Approval or consent of BEDA

Unless this agreement expressly provides otherwise, where the approval or consent of BEDA is required, it may be granted or refused at the absolute discretion of BEDA. BEDA may impose conditions on the approval or consent.

Confidentiality

Any information provided by BEDA to the hirer during the course of this agreement, is confidential and the hirer agrees not to reveal any confidential information to any third party without the consent of BEDA (except as required by law or to obtain legal advice).

Costs and duty

The hirer is responsible for:

- payment of all duty (including fines, penalty tax and interest) assessed on this agreement; and
- BEDA's and the hirer's legal fees in connection with the preparation, execution and stamping of this agreement (if requested by BEDA).

Entire agreement

This agreement and the required documents supplied, once approved by BEDA comprise the parties' entire understanding and agreement about the hire of the venue.

Governing law

This agreement is governed by the law of Queensland.

Notices

Notices are to be in writing and sent to the relevant party at the address or email contained within this agreement. Notice details may be changed by giving written notice to the other party.

Relationship

Nothing in this agreement gives rise to any relationship of agency, employment or partnership.

Contractual rights only

The rights given under this agreement are contractual only and nothing in this agreement grants the hirer any estate or interest in the venue

Survival of rights

Despite expiry of this agreement, any term of this agreement that is capable of taking effect after expiry will remain in force.

Interpretation

In this agreement, unless the contrary intention appears:

- a) the singular includes the plural and vice versa; and
- b) "person" includes a firm, body corporate, unincorporated association or an authority; and
- c) an agreement, representation or warranty:
 - I) in favour of two or more persons is for the benefit of them jointly and severally; and
 - II) on the part of two or more persons binds them jointly and severally; and
 - III) a reference to:
 - IV) a person includes the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns; and
 - V) a thing includes the whole and each part of it;
 - VI) the hirer includes a reference to the hirer's officers and employees; and
 - VII) "including" or a similar word, is taken to have the words "without limitation" after it.