

**PRACC**  
**TERMS AND CONDITIONS OF HIRE**



**PLENTY RANGES ARTS AND CONVENTION CENTRE**

**35 FERRES BOULEVARD, SOUTH MORANG**

**EMAIL: [INFO@PRACC.COM.AU](mailto:INFO@PRACC.COM.AU)**

**PHONE: (03) 9217 2317**

**VENUE OFFICE AND BOX OFFICE : MONDAY TO FRIDAY, 9AM-3PM**

Version	Date Published	Approved By
2026-1	24/03/2026	Coordinator PRACC



## **1. Agreement and Definitions**

---

### **1.1 Agreement**

1.1.1 These Terms and Conditions form a binding agreement between the Hirer and Plenty Ranges Arts and Convention Centre (PRACC), operated by the City of Whittlesea.

### **1.2 Definitions**

1.2.1 "PRACC" means Plenty Ranges Arts and Convention Centre and its authorised staff.

1.2.2 "Hirer" means the individual or organisation responsible for the Booking.

1.2.3 "Event" means any activity delivered by or on behalf of the Hirer at the Venue.

1.2.4 "Venue" means all PRACC buildings, Spaces, equipment, systems, and surrounding grounds.

1.2.5 "Spaces" means the rooms, theatres, foyers, studios, function spaces or areas hired.

1.2.6 "Documents" means all forms, plans, schedules, certificates, risk assessments, and materials required under these Terms.

1.2.7 "Hire Agreement" means the binding contract between PRACC and the Hirer for a venue booking, comprising these Terms and Conditions.

1.2.8 "Event Order" means the final operational document issued by PRACC that sets out the confirmed details, services, and charges for an Event.

1.2.9 "Representative" means the Hirer's nominated decision-maker.

1.2.10 "Attendees" means members of the general public who attend an Event, including ticket holders and non-ticketed public guests.

1.2.11 "Participants" means people involved in, supporting, or invited to take part in an Event by the Hirer, other than Attendees. This includes performers, cast, crew, invited guests, staff, volunteers and members of the Hirer's community.

1.2.12 "Contractors" means any individual or organisation engaged by the Hirer to provide services in connection with an Event, including technical crew, production staff, suppliers, service providers and subcontractors.

1.2.13 "Fees and Charges" means the current published PRACC fees.

1.2.14 Other capitalised terms are defined within their relevant sections.

### **1.3 Application and Authority**

1.3.1 These Terms apply to all Bookings and form the entire agreement between PRACC and the Hirer.

1.3.2 The person submitting or confirming a Booking warrants they have authority to bind the Hirer.

1.3.3 These Terms apply to confirmed Bookings. Clauses relating to enquiries, estimates, holds, confidentiality, privacy, authority, and venue suitability apply from the time an enquiry is submitted.

1.3.4 These Terms override any Hirer documents unless PRACC agrees otherwise in writing.

1.3.5 If documents conflict, the following order applies:

- a) these Terms and Conditions
- b) the Event Order
- c) PRACC policies
- d) Hirer documents

# PRACC

## TERMS AND CONDITIONS OF HIRE

1.3.6 PRACC provides the Venue and agreed services as a venue operator only and is not the producer, presenter or promoter of Hirer Events. The Hirer remains responsible for all creative, artistic, programmatic and legal aspects of the Event. PRACC does not provide legal, financial or other professional advice.

1.3.7 PRACC is not responsible for the Hirer's Event concept, creative intent, performance quality, audience response, ticket sales or overall Event success.

1.3.8 Any advice, suggestions or operational decisions made by PRACC staff are provided for Venue operations and safety and do not transfer creative responsibility to PRACC. The Hirer remains responsible for all creative choices and outcomes.

### 1.4 Booking Eligibility

1.4.1 PRACC may refuse, limit or place conditions on new Bookings, holds of spaces or services where the proposed Event or the Hirer's previous dealings with PRACC or the City of Whittlesea are not considered suitable having regard to the Venue's purpose, programming objectives, audience focus, operational capacity, workplace health and safety obligations, or where there is a history or pattern of financial, behavioural or compliance concerns, including community impact, complaints received, or the likely effect on neighbouring residents, other venue users or the public.

1.4.2 PRACC is not required to provide detailed reasons for a decision to refuse, limit or place conditions on a Booking.

### 1.5 Jurisdiction

1.5.1 This Agreement is governed by the laws of Victoria, Australia, and the parties submit to the jurisdiction of Victorian courts.

---

## 2. Booking and Documentation

---

### 2.1 Enquiry

2.1.1 The Booking process begins when the Hirer submits an enquiry to PRACC.

2.1.2 An enquiry does not create a Booking, hold, or priority.

2.1.3 PRACC may request further details before responding or progressing the enquiry.

### 2.2 Event Suitability

2.2.1 PRACC will assess whether the proposed Event is suitable for the Venue, Spaces, schedule and staff resourcing.

2.2.2 PRACC may request meetings, plans or documents to complete this assessment.

2.2.3 PRACC may decline Events in accordance with clauses 1.4 and 2.13.

# PRACC

## TERMS AND CONDITIONS OF HIRE

### 2.3 Estimates

- 2.3.1 PRACC may provide an estimate based on information supplied at the time of enquiry.
- 2.3.2 Estimates are indicative only and may change as details develop or Fees and Charges are updated.
- 2.3.3 Estimates do not form a binding agreement and do not secure the Venue.
- 2.3.4 The Event Order and final invoice reflect actual usage, time, staffing and services, including changes on the day.
- 2.3.5 PRACC may issue a Hire Agreement showing booked dates, times, Spaces and pricing based on the information available at that time. The Hire Agreement is used to confirm the Booking and assist with cost projections.
- 2.3.6 The Hirer acknowledges that once a Booking is confirmed, PRACC holds the booked dates, times and Spaces for the Hirer and PRACC cannot generally resell reduced hours, dates or Spaces.
- 2.3.7 Any Hirer request to reduce booked dates, times, Spaces or services after confirmation will be assessed by PRACC and may be refused. Where PRACC agrees to a reduction, it will be treated in accordance with Section 4, including clause 4.15, unless PRACC agrees otherwise in writing.

### 2.4 Holds

- 2.4.1 A hold (pencil booking) temporarily reserves a date but does not confirm the Booking.
- 2.4.2 PRACC may release a hold at any time if documentation, meetings, deposits or responses are not progressed.
- 2.4.3 If another Hirer requests the same date, PRACC may offer the first Hirer a deadline to confirm or release the hold.
- 2.4.4 Holds do not give any right to advertise, sell tickets or promote an Event.

### 2.5 Information and Changes

- 2.5.1 The Hirer must provide accurate, complete and timely information by PRACC deadlines.
- 2.5.2 Late, changed or incorrect information may result in revised staffing, services, charges, reduced delivery, or cancellation.
- 2.5.3 PRACC may proceed based on the latest information available where time does not allow further consultation.
- 2.5.4 PRACC is not responsible for impacts caused by missed deadlines, changes or reliance on past practice.
- 2.5.5 The Hirer must review and comply with the current versions of PRACC documents applicable to the Booking (including these Terms, referenced PRACC policies, and published Fees and Charges) and must not rely on prior versions or prior practice.

### 2.6 Confirmation

- 2.6.1 A Booking is confirmed only when a PRACC issued Hire Agreement is counter-signed, and deposit payment is made.
- 2.6.2 PRACC may make confirmation conditional on insurance, or further documentation.
- 2.6.3 The Hirer must not advertise, announce or sell tickets before confirmation of Booking.

# PRACC

## TERMS AND CONDITIONS OF HIRE

### 2.7 Documentation and Meetings

2.7.1 The Hirer must complete all Documents required by PRACC based on the Event's type, scale and risk profile.

2.7.2 Required Documents may include operational, technical, safety and ticketing information, meetings and approvals.

2.7.3 PRACC uses these Documents to assess risk, plan services and prepare the Event Order.

2.7.4 Failure to complete required Documents or attend required meetings may result in delays, revised charges, reduced services or cancellation.

### 2.8 Event Order

2.8.1 The Event Order is the final operational document and confirms spaces, schedules, staffing, services and charges.

2.8.2 Only items listed in the Event Order will be delivered.

2.8.3 Changes after issue are not guaranteed and may increase charges or be refused.

2.8.4 If the Event proceeds without a signed Event Order, the most recent version issued by PRACC applies.

2.8.5 On-the-day requests are subject to PRACC discretion and may be limited to low-risk, resourced adjustments only.

2.8.6 The Event Order becomes the final delivery scope when it is signed by the Hirer, confirmed by the Hirer in writing (including email), or when the Event proceeds under the Event Order, whichever occurs first.

2.8.7 Requests to reduce booked time, dates, Spaces, staffing, equipment, ticketing, catering, or services after the Event Order is issued may be refused.

2.8.8 If PRACC agrees to a reduction after the Event Order is issued, the reduction is treated as a partial cancellation under clause 4.15, unless PRACC agrees otherwise in writing.

### 2.9 Insurance Documents

2.9.1 The Hirer must provide public liability insurance and any other required insurance documents in line with Section 14.

2.9.2 PRACC may refuse access, delay confirmation or cancel the Booking if insurance documents are not provided by the stated deadline.

2.9.3 Updates may be requested where coverage changes or expiry dates are reached before the Event.

### 2.10 Hirer Representative

2.10.1 The Hirer may nominate up to two Representatives to act as the primary contacts and decision makers for the Booking.

2.10.2 PRACC will direct operational communication to these Representatives.

2.10.3 The Representatives must be present or immediately contactable during key planning stages and the Event.

2.10.4 Decisions and directions given by the Representative are treated as decisions of the Hirer.

2.10.5 At PRACC's request, the Hirer's Representative must be on site for the full booked period. PRACC may agree in writing that remote availability is acceptable for the Event type.

# **PRACC**

---

## **TERMS AND CONDITIONS OF HIRE**

- 2.10.6 The Representative must have authority to approve operational changes, additional costs, safety controls, access arrangements and timing decisions during the booked period.
- 2.10.7 If the Representative is not available when a decision is required, PRACC may make a reasonable operational decision to maintain safety and continuity, or may pause the Event until direction is received. Any resulting impacts remain the Hirer's responsibility.
- 2.10.8 The Representative must provide timely decisions and approvals when requested by PRACC, including during planning, bump-in, the Event and bump-out.
- 2.10.9 Where the Representative is unavailable or does not provide decisions within the time required to maintain safe and timely delivery, PRACC may proceed under clause 7.1.4 using reasonable operational decisions to maintain safety and continuity.
- 2.10.10 Any impacts on scope, timing or creative outcomes resulting from clause 2.10.9 are the Hirer's responsibility.

### **2.11 Briefing Participants**

- 2.11.1 The Hirer must brief all Participants on Venue rules, safety requirements, behaviour standards and access arrangements.
- 2.11.2 The Hirer must communicate key information such as arrival times, collection points, room locations, child safety rules and Conditions of Entry.
- 2.11.3 PRACC may remove or refuse access to individuals who do not comply with directions, and any resulting impact on the Event is the Hirer's responsibility.

### **2.12 Venue Induction**

- 2.12.1 PRACC may require a Venue induction for key Hirer personnel, contractors or high-risk activities.
- 2.12.2 Access to certain Spaces or systems may be conditional on completing induction.
- 2.12.3 PRACC may refuse access to anyone who does not complete required induction or who ignores induction instructions.

### **2.13 Right to Decline or Withdraw**

- 2.13.1 PRACC and the City of Whittlesea may decline any Booking request at their discretion where safety, legal, reputational or operational concerns exist.
- 2.13.2 PRACC may withdraw a tentative or confirmed Booking if new information or behaviour shows the Event is not suitable or cannot be delivered safely.
- 2.13.3 Where a Booking is withdrawn due to the Hirer's actions, omissions or non-compliance, all applicable Fees and charges remain payable under Sections 3 and 4.
- 2.13.4 Where PRACC withdraws a Booking without Hirer fault, Section 4 (Cancellations and Changes) will apply.

### **2.14 Reserved Rights of PRACC**

- 2.14.1 Without limiting any other rights under these Terms, PRACC reserves the right at any time to:
- (a) refuse, limit or place conditions on any Booking;
  - (b) withdraw or cancel a Booking;
  - (c) refuse access to, or remove any person from, the Venue;

# PRACC

## TERMS AND CONDITIONS OF HIRE

- (d) modify, suspend or stop any activity;
  - (e) restrict access to any Space or area of the Venue;
  - (f) require changes to an Event to address safety, compliance or operational concerns.
- 2.14.2 PRACC may exercise these rights where reasonably necessary to meet its legal obligations, protect safety or wellbeing, manage operational capacity, or respond to conduct or circumstances that are inconsistent with these Terms.

---

### 3. Fees and Payments

---

#### 3.1 Published Fees

- 3.1.1 PRACC publishes Fees and Charges annually in Australian dollars.
- 3.1.2 All Bookings are charged at the current published rates applicable to the Event dates.
- 3.1.3 Published fees form the basis for all estimates, Event Orders and final accounts.

#### 3.2 Minimum Charges

- 3.2.1 Minimum hire periods and minimum staffing hours apply as set out in the Fees and Charges.
- 3.2.2 Where access occurs in multiple periods, or multiple rates apply, minimums and the highest applicable rate may apply.
- 3.2.3 Minimum charges apply regardless of actual usage.

#### 3.3 Time and Charges

- 3.3.1 Charges are based on booked or actual time used, whichever is greater.
- 3.3.2 Additional time, staffing or services used beyond the Event Order are chargeable at the applicable rates, including penalty rates.
- 3.3.3 PRACC operational records are the basis for all time and staffing charges.
- 3.3.4 PRACC operational records are conclusive unless the Hirer can provide clear evidence to the contrary.

#### 3.4 Venue Hire Charges

- 3.4.1 Venue hire charges apply to each booked Space for the booked and/or used period.
- 3.4.2 Rates include standard inclusions only, with any additional equipment, layouts or services charged separately.
- 3.4.3 Performance rates apply where an audience is present, as defined in the Fees and Charges.
- 3.4.4 Dark theatre rates may apply where a Space is kept unavailable for other use but not actively in use by the Hirer.

#### 3.5 Staffing Charges

- 3.5.1 Staffing is charged at published hourly rates, including weekday, Saturday, Sunday and public holiday rates.
- 3.5.2 Minimum shift durations apply and are charged even if work ends early.
- 3.5.3 Overtime and penalty rates apply where staff exceed standard limits or work in higher-rate periods.

# PRACC

## TERMS AND CONDITIONS OF HIRE

### 3.6 Technical Charges

3.6.1 Technical configuration time, including plotting, programming, patching and pre-show setup, is charged at the applicable rate.

3.6.2 Additional technical equipment is charged at published hire rates or agreed quotes.

3.6.3 Complex setups, multi-mix outputs, live combined with broadcast-style operations may require extra technical staff, charged at applicable staffing rates.

### 3.7 Catering Charges

3.7.1 Catering and bar services are charged according to PRACC's current menus, packages and minimum spend conditions.

3.7.2 Final numbers and catering details must be confirmed by PRACC deadlines; the Hirer will be charged for the final confirmed number even if fewer guests attend.

3.7.3 Late changes, extra service times or additional items on the day may incur extra charges.

3.7.4 Any external catering approved by PRACC may attract service charges.

### 3.8 Ticketing Fees

3.8.1 Ticketing fees apply to each ticket issued through PRACC's ticketing system, including complimentary tickets, and are set out in PRACC's Fees and Charges.

3.8.2 Ticketing setup, modifications after on-sale, additional reporting, or custom ticketing arrangements may attract additional administrative fees.

### 3.9 Cleaning Charges

3.9.1 Standard cleaning is included in venue hire only to the level defined for each Space.

3.9.2 Additional cleaning is charged where cleaning needs exceed standard levels, including food debris, confetti, glitter, powders, spills, bodily fluids or other contamination.

3.9.3 Cleaning required due to use of unapproved materials, or where the Space is left in poor condition, is charged at published rates.

### 3.10 Damage

3.10.1 The Hirer is responsible for all damage caused by the Event.

3.10.2 PRACC will determine repair methods and costs and may apply reasonable estimates pending final invoices.

3.10.3 Damage costs may include repairs, cleaning, labour and impacts on other Events.

### 3.11 Late Information Fees

3.11.1 Where late, incomplete or changed information causes additional planning, administration or technical work, PRACC may charge additional fees.

# PRACC

## TERMS AND CONDITIONS OF HIRE

### 3.12 Payment Methods

- 3.12.1 PRACC accepts payment by approved methods as set out on invoices and Council payment options.
- 3.12.2 PRACC does not accept payment arrangements or methods not recognised by the City of Whittlesea.
- 3.12.3 Any transaction fees charged by banks or card providers are the responsibility of the payer.

### 3.13 Payment Terms

- 3.13.1 Deposits, progress payments and final balances are due by the dates shown on PRACC invoices, Hire Agreement or Event Orders.
- 3.13.2 Deposits are required before PRACC will confirm Bookings or proceed with planning.
- 3.13.3 For non-ticketed Events, PRACC requires full payment of Event Order charges before the Event commences.
- 3.13.4 For ticketed Events, PRACC may offset charges against box office revenue as set out in clause 3.19.

### 3.14 Overdue Payments

- 3.14.1 Amounts not paid by the due date may be treated as overdue and may attract late fees or interest in line with Council debt management practices.
- 3.14.2 PRACC may suspend planning, withhold access to the Venue, or pause ticketing activity where invoices remain unpaid.
- 3.14.3 PRACC may decline new Bookings, or release tentative dates, where the Hirer or a related entity has overdue amounts with the City of Whittlesea.

### 3.15 Right to Withhold Access

- 3.15.1 Where amounts are overdue, PRACC may withhold access or services in accordance with clauses 3.14 and 4.14.

### 3.16 GST

- 3.16.1 All Fees and charges are quoted as GST inclusive unless stated otherwise.
- 3.16.2 Where GST applies, it will be itemised on invoices in accordance with Australian taxation requirements.
- 3.16.3 The Hirer is responsible for any other taxes, levies or duties related to their Event.

### 3.17 Bonds

- 3.17.1 PRACC may require a bond for certain Events based on risk, scale, history or activity type.
- 3.17.2 The bond may be applied to cleaning, damage, overtime, technical resets or other costs arising from the Event.
- 3.17.3 Any remaining bond amount will be returned once accounts are finalised and any damage or additional costs are assessed.
- 3.17.4 The bond does not limit the Hirer's liability where costs exceed the bond amount.

# PRACC

---

## TERMS AND CONDITIONS OF HIRE

### **3.18 Credit Facilities**

3.18.1 Any credit arrangements or extended payment terms must be approved in writing by PRACC.

3.18.2 Approval of credit for one Event does not create a right to credit for future Events.

3.18.3 PRACC may cancel or modify credit terms at any time if risk or payment history changes.

### **3.19 Box Office Settlement**

3.19.1 For ticketed Events, PRACC holds all box office revenue on trust until settlement.

3.19.2 PRACC will first apply revenue to all Event charges owed by the Hirer and/or related entities.

3.19.3 Any remaining balance will be paid to the Hirer once all required information is provided and Council financial processes are completed.

3.19.4 PRACC may withhold settlement where disputes about Hirer obligations, safety breaches or outstanding amounts are under review.

### **3.20 Shortfall Payments**

3.20.1 If ticket revenue is insufficient to cover Event charges, the Hirer must pay the shortfall by the date nominated by PRACC.

3.20.2 PRACC requires shortfall payments before the Event proceeds or before further dates in a season are delivered.

3.20.3 PRACC is not obliged to continue an Event series or repeat dates where shortfalls remain unpaid.

### **3.21 Third-Party Billing**

3.21.1 The Hirer is responsible for all third-party costs they request PRACC to arrange, including equipment hire, security, technical suppliers or specialist services.

3.21.2 Where PRACC pays third-party invoices on the Hirer's behalf, those costs will be on-charged in full, plus any agreed administration fee.

3.21.3 PRACC does not mediate disputes between the Hirer and third-party suppliers; all charges passed on by PRACC remain payable.

### **3.22 Debt Recovery**

3.22.1 Unpaid amounts may be referred to the City of Whittlesea's debt recovery processes.

3.22.2 The Hirer is responsible for reasonable collection costs, legal fees and interest applied as part of recovery.

3.22.3 PRACC may refuse or cancel future Bookings by the Hirer or any related entity where debts remain unpaid.

## **4. Cancellations and Changes**

---

### **4.1 Hirer Cancellation**

- 4.1.1 The Hirer may cancel a Booking at any time by written notice to PRACC.
- 4.1.2 Cancellation takes effect from the date PRACC acknowledges the Hirer's written notice.
- 4.1.3 All cancellation fees apply regardless of the reason, unless PRACC confirms an exception in writing.
- 4.1.4 If the Hirer cancels a Booking, the following cancellation fees apply based on the stage reached at the time PRACC receives written notice of cancellation.
- a) Once the Hire Agreement is signed by both parties, the Deposit is forfeited in full.
  - b) The earlier of; 90 days before the scheduled Event commencement, or, tickets for the Event are placed on sale, then 50% of the total estimated Fees are payable, less any amounts already paid.
  - c) Once the Event Order has been issued by PRACC, confirming the Event scope, staffing, technical requirements and Fees: 100% of the total Fees are payable, less any amounts already paid.
- 4.1.5 Any payments already made by the Hirer will be credited toward amounts payable under this clause. Where payments made exceed the applicable cancellation fee, any remaining balance will be dealt with under clause 4.4.
- 4.1.6 No waiver or variation of cancellation fees applies unless confirmed in writing by PRACC.

### **4.2 PRACC Cancellation**

- 4.2.1 PRACC may cancel a Booking in accordance with clauses 1.4 and 2.13.
- 4.2.2 Where PRACC cancels without Hirer fault, clause 4.4 applies.
- 4.2.3 Where cancellation results from the Hirer's actions, omissions or non-compliance, the cancellation is treated as a Hirer cancellation.

### **4.3 Force Majeure**

- 4.3.1 Neither PRACC nor the Hirer is liable for delay or cancellation caused by events outside their reasonable control, including natural disasters, pandemics, government orders, industrial action, utility failure or similar disruption.
- 4.3.2 PRACC and the Hirer will make reasonable efforts to discuss alternative dates, formats or arrangements where practicable.
- 4.3.3 Any refunds or transfers under force majeure will take into account costs already incurred and obligations under Australian law.

### **4.4 Refunds**

- 4.4.1 Refunds to ticket buyers follow PRACC's Ticketing Conditions and Australian Consumer Law.
- 4.4.2 Change of mind, poor sales, programming choices or Event content are not grounds for refunds, except as required by law or PRACC's Ticketing Conditions.
- 4.4.3 Any refund of Fees paid by the Hirer is subject to the cancellation structure in this Section and does not include non-refundable items.

### **4.5 Non-Refundable Items**

# PRACC

## TERMS AND CONDITIONS OF HIRE

4.5.1 Deposits are non-refundable except where PRACC cancels without Hirer fault and agrees in writing to refund.

4.5.2 The following items are non-refundable once incurred, whether or not the Event proceeds:

- a) third-party costs arranged at the Hirer's request
- b) marketing, design and advertising costs
- c) ticketing and merchant fees
- d) costs already incurred for staffing, equipment hire, catering or technical services
- e) bank and transaction fees.

### 4.6 Rescheduling

4.6.1 A request to move an Event date, time or season is treated as a cancellation of the original Booking and a new Booking for the revised date, unless PRACC agrees otherwise in writing.

4.6.2 Deposits paid for the original Booking are forfeited unless PRACC approves a transfer as an exception.

4.6.3 A new deposit may be required to secure the new date or season.

4.6.4 All costs already incurred for the original date, including marketing, staff planning, ticketing setup and third-party fees, remain payable.

### 4.7 Ticketing Non-Compliance

4.7.1 If the Hirer advertises, sells, issues or promotes tickets in a way that does not comply with Section 8 or PRACC's Ticketing Conditions, PRACC may:

- a) suspend ticket sales
- b) require changes to ticketing information or marketing
- c) delay on-sale or close the Event
- d) cancel the Booking where risks cannot be resolved.

4.7.2 Any costs arising from ticketing non-compliance, including refunds, exchanges, reissue or communication to ticket holders, are charged to the Hirer.

### 4.8 Ticket Holder Impacts

4.8.1 If an Event is cancelled, rescheduled or significantly changed due to Hirer decisions or non-compliance, the Hirer is responsible for:

- a) all ticket refund, exchange and reissue costs
- b) any additional ticketing and merchant fees
- c) reasonable staff costs for customer service and communications.

4.8.2 PRACC manages communication with ticket buyers through its ticketing channels. The Hirer must provide timely and accurate information for these communications.

### 4.9 Compensation Limits

4.9.1 PRACC is not liable for indirect, consequential or economic loss arising from cancellation, rescheduling or changes, including loss of profit, travel, accommodation, marketing costs or reputational impact.

4.9.2 Where PRACC cancels without Hirer fault, the Hirer's remedy is limited to:

- a) an alternative date or comparable Space where available, or

# PRACC

## TERMS AND CONDITIONS OF HIRE

b) a refund of Fees paid to PRACC for the affected Booking, less non-refundable items already incurred in good faith.

4.9.3 This clause does not remove any non-excludable rights under Australian Consumer Law.

### 4.10 PRACC Changes

4.10.1 PRACC may adjust operational details, staff allocation, access routes, foyer layouts or similar arrangements at any time where safety, efficiency or concurrent Events require it.

4.10.2 PRACC will make reasonable efforts to maintain the core purpose, format and capacity of the Event.

4.10.3 These operational adjustments do not give rise to compensation, discounts or refunds.

### 4.11 Space Reallocation

4.11.1 PRACC may move an Event to a different Space where required for safety, building operations or concurrent Events.

4.11.2 Any alternative Space will be selected to provide comparable capacity and function where reasonably possible.

4.11.3 If no suitable alternative Space is available and the Event cannot proceed, clause 4.2 or 4.3 will apply.

### 4.12 Date Changes Initiated by PRACC

4.12.1 PRACC will avoid changing confirmed dates unless necessary for safety, building works, emergency response, government direction or major operational impact.

4.12.2 Where PRACC must change a confirmed date without Hirer fault, it will:

a) offer alternative dates where available, or

b) cancel the Booking and refund Fees paid for the affected Booking, less non-refundable items that cannot be recovered.

4.12.3 PRACC is not responsible for third-party losses, including tour schedules, artist fees or travel costs, arising from such changes.

### 4.13 Ticketing Consequences of Changes

4.13.1 Any change to performance date, time, venue, seating configuration or key Event information after tickets are on sale may require reissue, exchange or refund of tickets.

4.13.2 Where the change arises from Hirer decisions, non-compliance or incomplete planning, all related ticketing and communication costs are charged to the Hirer.

4.13.3 Where the change arises from PRACC decisions under clause 4.2 or 4.12 without Hirer fault, PRACC will meet reasonable ticketing costs it directs and approves.

### 4.14 Outstanding Charges

4.14.1 On cancellation or termination of a Booking, all unpaid invoices, cancellation fees, staffing costs, equipment charges, ticketing costs, third-party fees and other amounts become payable immediately.

### 4.15 Partial Cancellation

# PRACC

## TERMS AND CONDITIONS OF HIRE

4.15.1 A partial cancellation occurs when the Hirer reduces any confirmed component of a Booking, including:

- a) reducing hours on a booked day, including finishing early, starting late, or reducing access time
- b) removing booked days or sessions
- c) reducing booked Spaces
- d) reducing staffing, equipment, ticketing, catering, or other services included in the Event Order.

4.15.2 The Hirer must request a partial cancellation in writing. A partial cancellation takes effect only if PRACC confirms approval in writing.

4.15.3 PRACC may refuse a partial cancellation request at its discretion.

4.15.4 If PRACC approves a partial cancellation, the Hirer remains liable for charges for the booked dates, times and Spaces as confirmed in the Hire Agreement and/or Event Order. The Hirer also remains liable for any costs already incurred or committed by PRACC in connection with the Booking, including staffing commitments, third-party costs, ticketing and merchant fees, marketing costs, and any applicable minimum charges, unless PRACC agrees otherwise in writing.

4.15.5 No refund or credit will be applied for any reduced time, dates, Spaces or services.

4.15.6 This clause 4.15 applies to Hirer-requested reductions. Where PRACC cancels or reduces a Booking without Hirer fault, clause 4.4 applies.

### 4.16 Booking Confirmation and Event Order Freeze

4.16.1 The Hirer acknowledges the Hire Agreement confirms the booked dates, times and Spaces, even where Event delivery details are still being developed.

4.16.2 The Hirer acknowledges the Event Order is the final operational document for delivery of the Event.

4.16.3 After the Event Order becomes final under clause 2.8.6, the Hirer may request additions (subject to availability and PRACC approval). Any request to reduce booked time, dates, Spaces, staffing, equipment, ticketing, catering, or services may be refused. If PRACC agrees to a reduction, it is treated as a partial cancellation under clause 4.15, unless PRACC agrees otherwise in writing.

---

## 5. Access and Scheduling

---

### 5.1 Access and Operational Control

5.1.1 Access is limited to times and Spaces listed in the Event Order.

5.1.2 PRACC staff must be present during all access and control operational decisions.

5.1.3 PRACC may adjust access, staffing or schedules for safety or operational reasons.

### 5.2 Vehicle and Loading Dock Access

5.2.1 PRACC controls vehicle access, numbers, timing and use of the loading dock.

5.2.2 Vehicle access may be restricted during peak times or concurrent Events.

5.2.3 Drivers must follow PRACC staff directions and signage at all times.

5.2.4 Children, unauthorised persons and audience members are not permitted in the loading dock.

### **5.3 Reset and Turnover**

5.3.1 PRACC may require specific reset or turnover periods between Events.

5.3.2 Reset or turnover time may reduce the Hirer's usable access time where required for safety or building operations.

5.3.3 Reset work caused by the Hirer will be charged as additional labour.

### **5.4 Multi-Day Events**

5.4.1 Multi-day Bookings do not include overnight access unless confirmed in the Event Order.

5.4.2 PRACC may require the Venue to be reset between days for safety, security or operational needs.

5.4.3 Equipment may only be left in the Venue overnight with PRACC approval.

### **5.5 Closure Times**

5.5.1 PRACC may impose Venue closure times where required for safety, staffing limits, community amenity or legal obligations.

5.5.2 Events must finish in time for audiences to exit by the closure time stated by PRACC.

5.5.3 Additional charges apply where audience exit or pack-down extends beyond closure time.

---

## **6. Venue Use**

---

### **6.1 Use of Spaces and Access**

6.1.1 The Hirer may only access and use Spaces specifically listed in the Event Order.

6.1.2 Each Space is to be used in a manner consistent with its intended function and the approved Event Order.

6.1.3 Some areas of the Venue are not intended for occupation, congregation or extended use due to safety, access or operational requirements.

6.1.4 The Hirer must not use any non-occupiable area as a holding, waiting, preparation or overflow space, whether temporarily or between scheduled activities.

6.1.5 PRACC may remove or restrict access to any person from unauthorised or misused areas.

### **6.2 Space Inclusions and Shared Areas**

6.2.1 Each Space includes only the standard inclusions advised by PRACC at the time of booking.

6.2.2 Any additional equipment, layouts or services must be requested and may attract charges.

6.2.3 Foyers, corridors, toilets, car parks and other public areas are shared unless exclusive use is confirmed in writing.

6.2.4 Shared areas must remain clear at all times for circulation and emergency egress. Hirer items must not block doors, exits, signage, lifts or pathways.

6.2.5 Multiple Events may take place at the Venue at the same time.

### **6.3 Capacity**

# PRACC

## TERMS AND CONDITIONS OF HIRE

6.3.1 All Spaces have maximum permitted capacities based on fire, safety and building requirements.  
 6.3.2 Published capacities are indicative only and may be reduced due to staging, production layout, accessibility needs, sightlines or safety requirements. The Hirer must not exceed the confirmed capacity.

Yan Yean Theatre		Woodstock Theatre	Eucalypt	Blue Gum	Red Gum	Lakeview
<u>Auditorium</u> 497 people	<u>Dressing Room 4</u> 5 people	<u>Auditorium</u> 175	<u>Room</u> 500 people	<u>Room</u> 200 people	<u>Room</u> 200 people	<u>Room</u> 30 people
<u>Dressing Room 1</u> 54 people	<u>Orchestra Pit</u> 25 people	<u>Green Room</u> 24				
<u>Dressing Room 2</u> 46 people	<u>Control Room</u> 6	<u>Control Room</u> 2				
<u>Dressing Room 3</u> 26 people						

### 6.4 Building Controls and Condition

6.4.1 PRACC controls furniture, layouts, temperature, access systems and building services.  
 6.4.2 The Hirer must not alter building systems or layouts without PRACC approval.  
 6.4.3 PRACC will present booked Spaces in a clean, functional base condition at the start of access.  
 6.4.4 The Hirer must report any damage or issues at the start of access. If no report is made, the Space is taken to be in acceptable condition.

### 6.5 Parking, Behaviour and Amenity

6.5.1 Parking is permitted only in marked bays or as directed by PRACC or Council signage. Parking availability is not guaranteed.  
 6.5.2 The Hirer is responsible for managing participant arrivals, departures, drop-off activity, noise and behaviour connected to the Event.  
 6.5.3 External activity must not unreasonably impact neighbouring residents, businesses, other venue users or the public.  
 6.5.4 PRACC may require changes to arrival, dismissal, finishing times or crowd management where safety or amenity concerns arise.  
 6.5.5 Repeated complaints or non-compliance may affect current delivery arrangements and future booking eligibility.

### 6.6 Overnight Use

6.6.1 The Venue is not a residential facility and must not be used for sleeping or overnight stays.  
 6.6.2 Performers, crew and participants must vacate the Venue at the end of the booked times, subject to any approved bump-out.

### 6.7 Animals

## **PRACC**

---

### **TERMS AND CONDITIONS OF HIRE**

6.7.1 Animals are not permitted within the Venue unless they are accredited assistance animals or approved by PRACC in writing as part of an Event.

6.7.2 Where animals form part of an Event, the Hirer must provide risk controls, handler arrangements, cleaning plans and any required permits. PRACC may impose conditions or refuse approval.

#### **6.8 Licences, Permits and Promotions**

6.8.1 The Hirer is responsible for obtaining any licences or permits required for its activities, including copyright, filming, event or trade approvals.

6.8.2 PRACC may request evidence of licences or permits and may restrict or cancel activities where approvals are not obtained.

6.8.3 Raffles, gambling, trade promotions or prize draws require PRACC approval and must comply with all applicable laws.

6.8.4 Alcohol-related prizes must comply with Victorian liquor and gaming laws.

#### **6.9 Neutrality**

6.9.1 PRACC is a neutral civic Venue and does not endorse political or religious positions.

6.9.2 The Hirer must not represent the Event as being presented, endorsed or sponsored by PRACC or the City of Whittlesea unless agreed in writing.

6.9.3 PRACC may require changes to publicity or Event content where reputational, community or legal risk arises.

6.9.4 The Hirer must not conduct sales, fundraising collections or commercial activity at the Venue without PRACC approval.

#### **6.10 PRACC Access and Utilities**

6.10.1 PRACC and Council staff may enter any Space at any time for safety, operational or maintenance reasons. The Hirer must cooperate with all reasonable directions.

6.10.2 PRACC does not guarantee uninterrupted power, internet, Wi-Fi or other utilities.

6.10.3 The Hirer must arrange backup systems if continuous connectivity or power is critical.

6.10.4 PRACC is not liable for loss or disruption caused by utility outages. Standard charges continue unless evacuation is required.

---

## **7. Staffing and Conduct**

---

#### **7.1 Staffing and Authority**

7.1.1 PRACC controls staffing, supervision and operational authority at all times.

7.1.2 PRACC may remove any person or stop activities for safety or compliance reasons.

7.1.3 Costs arising from such action are payable by the Hirer.

7.1.4 Where the Hirer does not provide clear or timely direction, approvals, cues, or required information, PRACC may apply reasonable operational decisions to support safety, compliance and continuity of the

# PRACC

## TERMS AND CONDITIONS OF HIRE

Event.

7.1.5 Decisions made under clause 7.1.4 may include applying reasonable defaults for venue systems and operations to allow the Event to proceed within the booked time.

7.1.6 The Hirer acknowledges that decisions made under clause 7.1.4 are operational decisions and may not reflect the Hirer's preferred creative or artistic outcome. The Hirer remains responsible for creative outcomes and any dissatisfaction arising from missing, late or unclear direction.

### 7.2 PRACC Staff

7.2.1 PRACC staff are engaged to deliver services only within the scope, times and conditions agreed in the Event Order.

7.2.2 The Hirer must plan and conduct the Event in a manner that avoids placing PRACC staff in a position where they are required to extend their shift, work beyond agreed duties, or increase workload intensity beyond reasonable to achieve the Hirer's objectives.

7.2.3 Booked staff times must be realistic and sufficient for the safe delivery of the Event, including setup, operation and pack-down.

7.2.4 PRACC staff are not required to continue work beyond agreed arrangements on the basis that "the show must go on" or similar expectations.

7.2.5 PRACC may adjust services, staffing levels or delivery where continuing work would create unreasonable workload demands or psychosocial risk for staff.

7.2.6 The Hirer must plan and conduct the Event so PRACC staff can work safely, including allowing reasonable time for tasks, respecting meal and rest breaks, and maintaining appropriate behaviour and communication. PRACC may pause work, limit services or withdraw delivery where behaviour is unsafe, aggressive, abusive or otherwise creates a health and safety risk.

### 7.3 Hirer Operators

7.3.1 Hirer-supplied operators (e.g. sound, lighting, AV, stage crew) may only work under PRACC supervision.

7.3.2 All Hirer operators must be competent for their tasks and comply with PRACC procedures.

7.3.3 PRACC may require an assessment or briefing before Hirer operators access equipment.

7.3.4 PRACC may appoint additional staff if Hirer operators cannot meet technical or safety requirements.

7.3.5 Hirer-supplied operators and crew may be unfamiliar with the Venue and may be experiencing the Event for the first time on arrival. The Hirer must provide clear direction, schedules, cues and task requirements sufficient for safe and timely delivery.

7.3.6 The Hirer must allow adequate booked time for Hirer-supplied operators and crew to complete required tasks, including setup, checks, rehearsals and pack-down, within the booked times in the Event Order.

7.3.7 Any advice or assistance provided by PRACC to Hirer-supplied operators and crew does not transfer responsibility for Event delivery, task outcomes or creative intent from the Hirer to PRACC.

### 7.4 Contractors

# **PRACC**

---

## **TERMS AND CONDITIONS OF HIRE**

7.4.1 Contractors engaged by the Hirer must be approved by PRACC before accessing the Venue.

7.4.2 All contractors must hold relevant licences, insurances and competencies.

7.4.3 PRACC may refuse access to contractors who do not meet Venue or Council standards.

7.4.4 Contractors must comply with directions from PRACC staff at all times.

### **7.5 Security**

7.5.1 Security services are not included unless specifically confirmed in the Event Order.

7.5.2 PRACC may require security based on the nature of the Event, expected attendance, patron behaviour risks, alcohol service, crowd management needs, or previous history.

7.5.3 Where security is required, PRACC will determine the type, number and duties of security personnel. Security costs are payable by the Hirer.

7.5.4 The Hirer must not use Hirer-supplied security personnel unless approved by PRACC in writing. Approved security contractors must meet PRACC and Council requirements and comply with directions from PRACC staff.

### **7.6 Breaks**

7.6.1 PRACC staff must receive breaks in line with working requirements, health and safety obligations and Council policies.

7.6.2 Breaks form part of the staffing schedule and may not be shifted or removed by the Hirer.

7.6.3 Scheduling that does not allow for breaks may require additional staff at the Hirer's cost.

### **7.7 Supervision**

7.7.1 The Hirer must provide adequate supervision for all Participants, including children, performers, volunteers and contractors.

7.7.2 Supervision levels must be appropriate to the activities, spaces and risk profile.

7.7.3 The Hirer must not leave Participants unsupervised in any Space.

7.7.4 PRACC may require additional supervision where crowding, movement, child safety or behaviour concerns occur.

### **7.8 Unacceptable Behaviour**

7.8.1 PRACC may refuse access, withdraw services or cancel a Booking where the Hirer, their Representatives or Participants engage in abusive, threatening, harassing or unreasonable behaviour toward PRACC staff, contractors or other users of the Venue.

### **7.9 Intoxication, Drugs, Alcohol and Smoking**

7.9.1 PRACC may refuse service of alcohol to, or remove from the Venue, any person who is intoxicated or behaving in a manner that compromises safety, comfort or compliance with liquor laws.

7.9.2 No person working on the Event, including PRACC staff, the Hirer, contractors, performers or crew, may consume alcohol or be under the influence of drugs while engaged in Event duties.

7.9.3 The possession, use or distribution of illegal drugs is prohibited within the Venue.

7.9.4 Smoking, vaping and use of e-cigarettes is prohibited inside the Venue and within any designated smoke-free areas.

7.9.5 The Hirer is responsible for ensuring compliance with this clause by all Representatives, Participants and Contractors.

---

## **8. Ticketing and Entry**

---

### **8.1 PRACC Ticketing**

8.1.1 Unless PRACC approves otherwise in writing, all public ticketing for Events at the Venue must be managed through PRACC's ticketing system.

8.1.2 The Hirer must not sell tickets through any other ticketing platform, outlet, website or informal method without PRACC's written approval.

8.1.3 PRACC controls ticket formats, methods of issue, delivery options and any digital ticketing functions.

8.1.4 Tickets remain subject to PRACC's Ticketing Conditions and Conditions of Entry.

### **8.2 Ticketing Exclusivity**

8.2.1 PRACC may grant or refuse permission for any external ticketing arrangement at its discretion.

8.2.2 Where external ticketing is approved, the Hirer must:

- a) provide accurate sales reports in the format and timeframe required by PRACC, and
- b) adhere to any sales caps, allocations and holds set by PRACC.

8.2.3 If PRACC reasonably believes tickets have been sold outside approved arrangements, PRACC may:

- a) refuse entry to invalid tickets,
- b) adjust the seating plan or capacity to manage risk,
- c) charge the Hirer for additional staffing and administration, and
- d) review the Hirer's ability to book future Events.

### **8.3 Ticketing Accuracy and Changes**

8.3.1 The Hirer is responsible for the accuracy of all ticketing information.

8.3.2 Late or incorrect information may delay on-sale, restrict ticketing options or incur charges.

8.3.3 Changes after on-sale may require refunds, exchanges or reissue at the Hirer's cost.

### **8.4 Refunds and Discounts**

8.4.1 Refunds and discounts are managed in accordance with Australian Consumer Law and PRACC's Ticketing Conditions.

8.4.2 The Hirer must not promise refunds, exchanges or discounts outside PRACC's conditions without written approval.

8.4.3 Where additional refunds or discounts are approved at the Hirer's request, all associated costs are payable by the Hirer.

### **8.5 Accessible Seating**

## **PRACC**

### **TERMS AND CONDITIONS OF HIRE**

- 8.5.1 PRACC controls the allocation and release of accessible seating and companion seating.
- 8.5.2 The Hirer must not reallocate or remove accessible seating or associated holds.
- 8.5.3 PRACC may adjust seating allocations to meet access needs, including late access requests or mobility needs arising close to the Event.
- 8.5.4 The Hirer must support the promotion and protection of accessible seating in all marketing and communications.

#### **8.6 Infants and Toddlers**

- 8.6.1 PRACC may set rules for lap-sitting, infants-in-arms and ticketing for young children, as set out in PRACC's Ticketing Conditions.
- 8.6.2 The Hirer must comply with PRACC's approach to counting infants and toddlers towards capacity limits.
- 8.6.3 Prams, capsules and large equipment may be restricted from the auditorium and stored in designated areas where available.

#### **8.7 Conditions of Entry**

- 8.7.1 All ticket holders and attendees are subject to PRACC's Conditions of Entry and relevant Council policies.
- 8.7.2 The Hirer must not offer conditions of entry that conflict with PRACC's Conditions of Entry or the Terms.
- 8.7.3 PRACC may display, publish and enforce Conditions of Entry at its discretion.

#### **8.8 Recording and Devices**

- 8.8.1 PRACC may set rules on photography, audio recording, filming and device use for each Event.
- 8.8.2 If the Hirer permits recording by attendees, this must be approved by PRACC and reflected in audience notices and the Event Order.
- 8.8.3 PRACC may direct staff to ask patrons to cease recording or using devices where this affects safety, privacy, copyright, or audience experience.

#### **8.9 Audience Management**

- 8.9.1 PRACC controls audience entry, queuing, latecomer access, re-entry and Box Office operations.
- 8.9.2 PRACC staff manage these matters at their discretion to balance safety and audience experience.
- 8.9.3 Tickets are not refunded due to late arrival or entry delays.

#### **8.10 Audience Notices**

- 8.10.1 The Hirer must provide any required audience notices (e.g. strobe, smoke, loud noises, strong themes) by the deadlines set by PRACC.
- 8.10.2 PRACC may amend or add notices to address safety, accessibility, child safety or legal obligations.
- 8.10.3 PRACC may deliver audience notices through any combination of:
  - a) ticketing information,
  - b) pre-show emails or messages,
  - c) foyer signage, or
  - d) pre-show announcements.

### **8.11 Oversold Events**

8.11.1 PRACC will take reasonable steps within its ticketing system to prevent overselling.

8.11.2 If an Event is oversold due to Hirer actions, external ticketing, or information supplied by the Hirer, PRACC may:

- a) refuse entry to some ticket holders,
- b) offer refunds, exchanges or alternative seating, and
- c) adjust seating or operating plans to manage safety.

8.11.3 The Hirer is responsible for costs arising from overselling attributable to the Hirer, including refunds, additional staffing and administration.

### **8.12 House Seats**

8.12.1 PRACC may reserve a small allocation of house seats for operational, accessibility, production or Council use.

8.12.2 House seats may be held until close to the performance and released at PRACC's discretion.

8.12.3 House seats form part of overall capacity and may not be sold or allocated by the Hirer without PRACC approval.

---

## **9. Marketing and Promotion**

---

### **9.1 Use of PRACC Branding**

9.1.1 The Hirer may only use PRACC's name, branding, or logo with PRACC's written approval.

9.1.2 All references to PRACC must follow the format provided by PRACC.

9.1.3 PRACC may withdraw branding approval at any time if use becomes misleading, inaccurate or inconsistent with Council requirements.

### **9.2 Artwork Use**

9.2.1 The Hirer must supply artwork that meets PRACC's technical specifications and deadlines.

9.2.2 Supplied artwork must be complete, accurate and reflective of the Event.

9.2.3 PRACC may decline artwork that is low quality, misleading, inaccessible, or inconsistent with Council standards.

9.2.4 PRACC may adjust artwork for sizing, formatting or legibility without altering its substance.

9.2.5 If artwork is late or unusable, PRACC may delay promotion, restrict materials, or apply late information fees.

### **9.3 Sponsorship**

# **PRACC**

---

## **TERMS AND CONDITIONS OF HIRE**

9.3.1 The Hirer must disclose all planned sponsorships, partners or affiliated organisations before any public promotion.

9.3.2 Sponsorship arrangements must not conflict with Council policies or existing PRACC agreements.

9.3.3 PRACC may refuse or require removal of sponsorship material that is political, discriminatory, misleading, or inconsistent with Council values or contractual obligations.

9.3.4 PRACC may approve, limit or prohibit sponsor signage inside the Venue.

### **9.4 Unapproved Branding**

9.4.1 The Hirer must not display, distribute or publish any material using:

- a) PRACC imagery or photography,
  - b) PRACC or Council branding, or
  - c) PRACC's logo, address, building images or staff names
- without written approval.

9.4.2 PRACC may remove unapproved materials from the Venue or request removal from public channels.

9.4.3 Costs of replacement or removal are payable by the Hirer.

### **9.5 PRACC Promotion**

9.5.1 PRACC may promote the Event through its usual marketing channels at its discretion.

9.5.2 Promotion by PRACC is not guaranteed and depends on available resources, scheduling, and brand alignment.

9.5.3 The Hirer grants PRACC a non-exclusive licence to use Event title, descriptions, images and video for promotional purposes.

9.5.4 PRACC may adjust Event descriptions for clarity, safety, accuracy or accessibility.

9.5.5 PRACC may choose not to promote the Event if information is incomplete, inaccurate or late.

### **9.6 Offensive Content**

9.6.1 The Hirer must disclose content warnings or potentially sensitive themes before promotion or on-sale.

9.6.2 PRACC may apply audience advisories, age recommendations or content notes.

9.6.3 PRACC may refuse promotional material or public messaging that:

- a) contains explicit, graphic or discriminatory content,
- b) is inconsistent with Council values,
- c) breaches legal requirements, or
- d) may harm PRACC's reputation.

9.6.4 PRACC may require the Hirer to amend promotional material to address concerns.

### **9.7 Marketing Deadlines**

9.7.1 PRACC will set deadlines for:

- a) artwork submission,
- b) Event copy,
- c) content warnings,
- d) sponsor materials,

# PRACC

## TERMS AND CONDITIONS OF HIRE

- e) video or photo assets, and
- f) digital and printed collateral.

9.7.2 Late or incomplete information may limit or delay marketing, with consequences as set out in Sections 2 and 3.

9.7.3 PRACC is not liable for reduced visibility caused by late or incorrect information supplied by the Hirer.

### 9.8 Use of Venue Images

9.8.1 PRACC owns copyright in all Venue photography, videography, and digital assets created by or on behalf of PRACC.

9.8.2 The Hirer must obtain written approval before using:

- a) venue images,
- b) production images or recordings captured within PRACC and its surrounds that include PRACC branding or identifiable spaces,
- c) photos or video showing identifiable staff.

9.8.3 PRACC may approve, decline or condition image use.

9.8.4 If Venue images are used without approval, PRACC may require removal and charge costs associated with corrections or legal requirements.

---

## 10. Technical and Production

---

### 10.1 Technical Authority

10.1.1 PRACC owns and controls all technical systems and infrastructure.

10.1.2 Only PRACC staff or approved operators may access or operate technical systems.

10.1.3 PRACC determines technical configurations, staffing levels and system use.

10.1.4 PRACC may refuse any technical request that is unsafe, impracticable or outside Venue capability.

10.1.5 Where the Hirer's direction is unclear, incomplete, late, or inconsistent with the Event Order, PRACC staff may apply reasonable professional judgement to keep delivery within booked time, while prioritising safety, compliance and Venue integrity.

10.1.6 This may include applying a reasonable default approach where the Hirer has not confirmed choices by required deadlines or where time constraints arise on the Event day.

10.1.7 The Hirer acknowledges these are operational decisions and do not constitute creative approval. The Hirer remains responsible for creative outcomes, including where a reasonable default approach does not match the Hirer's preferred creative result.

### 10.2 Technical Safety

10.2.1 All equipment, rigging, electrical systems, scenery and props must comply with applicable safety standards and PRACC requirements.

10.2.2 PRACC may require documentation, supervision or modification of any element.

# PRACC

## TERMS AND CONDITIONS OF HIRE

### 10.3 Hirer Equipment

10.3.1 The Hirer is responsible for the transport, security, insurance and condition of all equipment it brings into the Venue.

10.3.2 Hirer equipment must be compatible with PRACC systems and power supplies.

10.3.3 PRACC may refuse connection of equipment that is incompatible or unsafe.

10.3.4 PRACC is not liable for loss, theft, damage or malfunction of Hirer equipment.

### 10.4 Media and Vision

10.4.1 The Hirer must provide all media files (audio, video, presentations, playback content) in formats specified by PRACC and by the deadlines set.

10.4.2 Late or incompatible files may not be able to be used and may incur additional setup charges.

10.4.3 PRACC may require rehearsal or testing time to check media playback, chargeable to the Hirer.

10.4.4 The Hirer authorises PRACC to hold copies of show media for operational and safety purposes for a reasonable period.

### 10.5 High-Risk Activities

10.5.1 Any high-risk activity must be declared and approved by PRACC in writing.

10.5.2 PRACC may impose conditions, require documentation or prohibit activities that cannot be delivered safely.

10.5.3 Costs arising from high-risk activities are payable by the Hirer.

### 10.6 Special Effects and Hazardous Elements

10.6.1 The Hirer must declare and obtain PRACC written approval for any special effects, including pyrotechnics, naked flame, candles, smoke, haze, fog, CO2 effects, firearms or replica weapons, strobe effects, lasers, or any simulated emergency.

10.6.2 PRACC may require risk assessments, licences, permits, certificates, qualified operators, isolation of detectors, fire watch, additional staffing or emergency controls as a condition of approval. All associated costs are payable by the Hirer.

10.6.3 PRACC may refuse or stop any effect it considers unsafe, non-compliant, impracticable, or likely to cause undue nuisance, discomfort or false alarms.

10.6.4 The Hirer is responsible for any costs arising from false alarms, emergency call-outs, evacuations, system resets, cleaning or venue impacts attributable to the Hirer's effects or activities.

### 10.7 Noise

10.7.1 PRACC may set sound level limits to protect patrons, staff and neighbouring properties.

10.7.2 The Hirer must comply with directions from PRACC staff regarding volume and sound checks.

10.7.3 PRACC may reduce levels or stop an Event where excessive noise creates safety, comfort or compliance issues.

10.7.4 PRACC is not liable for any impact on artistic content arising from required noise reductions.

### 10.8 Rehearsals

## **PRACC**

### **TERMS AND CONDITIONS OF HIRE**

10.8.1 Rehearsals in the Venue must be booked and confirmed in the Event Order.

10.8.2 Rehearsals that require technical support or access to systems will be staffed and charged in line with Section 3.

10.8.3 Technical rehearsals and dress rehearsals should reflect show conditions, including safety procedures and cues.

10.8.4 PRACC may require additional rehearsal time where complex or high-risk elements are involved.

#### **10.9 Filming and Broadcast**

10.9.1 The Hirer must advise PRACC of any planned filming, live streaming, recording or broadcast of the Event.

10.9.2 Additional technical support, infrastructure and licences may be required and charged to the Hirer.

10.9.3 The Hirer is responsible for all rights, permissions and licences relating to recorded content.

10.9.4 PRACC may require audience notices for recording or streaming and may restrict camera locations for safety or sightlines.

#### **10.10 Pianos and Tuning**

10.10.1 Use of PRACC pianos must be requested in advance and may attract hire fees.

10.10.2 Piano moves within the Venue will be performed or supervised by PRACC staff and charged to the Hirer.

10.10.3 Piano tuning will be arranged through PRACC's approved tuner at the Hirer's cost unless otherwise agreed.

10.10.4 The Hirer must not move or adjust pianos without PRACC approval.

#### **10.11 Temporary Power**

10.11.1 Any temporary power distribution or connection beyond standard outlets must be approved by PRACC.

10.11.2 Only qualified and approved personnel may install temporary power systems.

10.11.3 Generators or external power sources must be positioned and operated in line with safety, noise and environmental requirements.

10.11.4 The Hirer is responsible for any damage arising from improper use of temporary power.

#### **10.12 Scenic Materials**

10.12.1 Materials that shed glitter, confetti, foam, liquids, loose soil, or similar substances must be declared and approved before use.

10.12.2 PRACC may prohibit materials that present fire, slip, trip, cleaning or plant risks.

10.12.3 Additional cleaning or reset arising from scenic materials may be charged to the Hirer under Section 13.

#### **10.13 Elevated Platforms**

## **PRACC**

---

### **TERMS AND CONDITIONS OF HIRE**

10.13.1 All platforms, risers, scaffolds and similar structures must be stable, rated for their load and used as designed.

10.13.2 Guardrails, steps and edge protection must be in place where there is a risk of falls.

10.13.3 Only approved personnel may assemble, alter or move elevated structures.

10.13.4 PRACC may prohibit use of any platform it considers unsafe or non-compliant.

#### **10.14 AV Safety**

10.14.1 Cables, stands and AV hardware must be set up to minimise trip and impact hazards.

10.14.2 PRACC may require rerouting, securing or removal of any cabling or equipment that creates a risk.

10.14.3 The Hirer must not tamper with AV safety measures such as cable covers, railings or barriers.

10.14.4 Any damage from improper placement or handling of AV equipment is payable by the Hirer.

#### **10.15 Sensitive Content**

10.15.1 The Hirer must inform PRACC of any intense effects or content that may impact patrons, including strobes, loud bangs, simulated emergencies, or distressing themes.

10.15.2 PRACC may require pre-show or booking-stage advisories, signage or announcements.

10.15.3 PRACC may modify show calls or processes where sensitive content could affect evacuation, safety messaging or staff response.

#### **10.16 Technical Failures Not Caused by PRACC**

10.16.1 PRACC is not liable for technical failures or interruptions caused by:

- a) Hirer equipment or files,
- b) third-party suppliers engaged by the Hirer,
- c) external utilities or services outside PRACC's control.

10.16.2 PRACC will make reasonable efforts to respond to technical issues during the Event.

10.16.3 Where an issue is caused by the Hirer or its contractors, any rectification costs may be charged to the Hirer.

10.16.4 Any liability of PRACC for technical failures is subject to the limits set out in Section 14.

---

## **11. Safety and Risk**

---

### **11.1 Safety Obligations**

11.1.1 The Hirer must manage the Event in a safe manner and comply with all laws, standards and reasonable directions from PRACC staff.

11.1.2 The Hirer must plan, rehearse and deliver the Event in a way that prevents injury, illness or harm to patrons, participants, staff and contractors.

11.1.3 PRACC may impose additional safety controls where required by law or assessed risk.

### **11.2 Duty of Care**

# PRACC

## TERMS AND CONDITIONS OF HIRE

11.2.1 The Hirer owes a duty of care to all participants, including performers, volunteers and children.

11.2.2 PRACC exercises its own duty of care and may override any Hirer instruction that creates or increases safety risk.

11.2.3 PRACC may stop any activity that endangers people or property.

11.2.4 PRACC may suspend or stop an Event at any time where safety cannot be assured. To the extent permitted by law, no compensation is payable where this action is taken in good faith.

### 11.3 Safety Procedures

11.3.1 All Events must follow PRACC's safety procedures, including evacuation, emergency response and access control requirements.

11.3.2 PRACC may amend safety procedures at any time for compliance or operational reasons.

11.3.3 The Hirer must ensure all personnel follow the procedures provided during the Venue Induction and briefings.

11.3.4 All persons must immediately comply with evacuation or emergency directions. No compensation is payable for disruption caused by emergency response actions taken in good faith.

### 11.4 Risk and Safety Controls

11.4.1 The Hirer must identify, assess and manage risks associated with the Event.

11.4.2 PRACC may require risk assessments, safety plans, licences, briefings or additional controls.

11.4.3 PRACC may modify, suspend or prohibit any activity that does not meet acceptable safety standards.

---

## 12. Child Safety

---

### 12.1 Child Safety Framework

12.1.1 PRACC's child safety requirements operate in accordance with applicable child safety legislation and standards, including the Victorian Child Safe Standards and Working With Children requirements, as amended from time to time.

12.1.2 The Hirer must comply with all applicable child safety and child protection laws.

12.1.3 Any Event involving children must be planned and delivered in a manner that protects children from physical, emotional and sexual harm.

12.1.4 PRACC may apply additional child safety requirements based on the nature, scale or risk profile of the Event.

### 12.2 Supervision, Access and Checks

12.2.1 The Hirer is responsible for the active supervision of all children connected with the Event at all times and must provide sufficient, clearly identifiable supervisors.

12.2.2 Any person working with or around children in a supervisory or support role must hold a current Working with Children Check (WWCC) or equivalent clearance where required by law.

## **PRACC**

---

### **TERMS AND CONDITIONS OF HIRE**

12.2.3 The Hirer is responsible for confirming required clearances and providing evidence where reasonably requested by PRACC.

12.2.4 PRACC staff do not replace or assume supervision responsibilities for children and may restrict access or movement within the Venue where safety or operational concerns arise.

#### **12.3 Child Safety Planning and Collection**

12.3.1 For Events involving significant numbers of children, PRACC may require the Hirer to provide a written Child Safety Plan addressing supervision, access, collection and response to concerns.

12.3.2 The Hirer must implement a safe system for the arrival and dismissal of children and must not release children into public areas without an agreed process.

12.3.3 PRACC may require changes to plans or collection arrangements where safety risks are identified.

#### **12.4 Reporting, Photography and Intervention**

12.4.1 Any concern, allegation or disclosure relating to child safety must be reported immediately to PRACC staff.

12.4.2 The Hirer must cooperate with PRACC in responding to child safety concerns, including ceasing contact between a child and any person of concern.

12.4.3 The Hirer is responsible for obtaining and managing any consents required for photography or recording of children.

12.4.4 PRACC may restrict or stop photography, remove individuals, or stop an Event where child safety risk is identified.

---

## **13. Cleaning and Damage**

---

#### **13.1 Standard Cleaning**

13.1.1 Standard cleaning includes sweeping, vacuuming, waste removal and basic reset tasks completed after Events.

13.1.2 Standard cleaning does not include removal of glitter, food waste, heavy marking, spill cleanup or bulk items.

13.1.3 Standard cleaning is included only where the space is left in a reasonable condition.

#### **13.2 Additional Cleaning**

13.2.1 Additional cleaning will be charged where the Event results in extra labour, time or materials.

13.2.2 Additional cleaning may result from use of materials listed in clause 13.3 or where the Space is left in a condition requiring extra labour.

13.2.3 Charges apply at the published hourly staff rate or as quoted by PRACC's contractor.

### **13.3 Prohibited Materials**

13.3.1 The following must not be used without written approval:

- glitter
- confetti
- loose petals
- rice
- powder, sand, soil or dirt
- oils or gels
- aerosol sprays

13.3.2 Approval, where given, may include specific conditions, containment requirements or cleaning charges.

13.3.3 PRACC may stop the use of any material that impacts safety, cleanliness or equipment.

### **13.4 Waste**

13.4.1 The Hirer is responsible for the removal of all waste generated by the Event, including general waste and bulk waste such as sets, props, construction materials, costumes, furniture, large boxes and excess packaging.

13.4.2 General waste must be placed in appropriate bins provided by PRACC and must not be left in corridors, dockways or public spaces.

13.4.3 The Hirer must not use City of Whittlesea or PRACC commercial waste bins unless approved.

13.4.4 Where bulk waste removal is required, it remains the responsibility of the Hirer. If PRACC is required to remove bulk waste, disposal fees and staff labour will be charged.

### **13.5 Resets**

13.5.1 Resets include returning furniture, staging, seating, equipment and rooms to their standard configuration.

13.5.2 Reset work caused by Hirer changes, late schedule shifts or excessive mess will be charged.

13.5.3 Reset costs for seating reconfiguration are charged at the published rate.

### **13.6 Damage**

13.6.1 The Hirer is responsible for all damage caused by the Hirer, performers, crew, audience or contractors, including damage to walls, floors, doors, curtains, technical systems, furniture and fixtures.

13.6.2 Any set piece, prop, equipment or activity that risks marking, fixing to, or damaging floors requires prior approval by PRACC and may require approved floor protection.

13.6.3 Items or activities such as tap shoes, high heels used in choreography, heavy equipment and rolling road cases may require mats or protective coverings as directed by PRACC.

13.6.4 PRACC will assess all damage and may issue charges for repair, replacement and associated labour. Costs arising from floor damage will be charged to the Hirer.

13.6.5 PRACC will determine repair urgency based on safety, operational impact and scheduled Events. Repairs may occur immediately, between Events or after a season, depending on risk and contractor availability.

# PRACC

## TERMS AND CONDITIONS OF HIRE

13.6.6 Repairs will be carried out by PRACC's preferred contractors unless otherwise agreed. The Hirer must not attempt repairs or engage external contractors without PRACC approval.

13.6.7 PRACC may restrict access, stop an Event or refuse further use of a Space where damage creates safety risks or operational impacts.

### 13.7 Storage

13.7.1 Storage is not included in a booking unless agreed in writing and may incur fees at the published rate.

13.7.2 Any items left in rooms, wings, foyers, corridors or dock spaces at any time, including at the end of a booking, may be moved, stored or disposed of by PRACC at the Hirer's cost.

13.7.3 PRACC is not liable for loss of, or damage to, any items stored, moved or left behind.

13.7.4 Small items may be held for a short period at PRACC's discretion. Large, unsafe or obstructive items may be disposed of immediately.

13.7.5 Disposal, transport, storage and labour fees will be charged to the Hirer where applicable.

---

## 14. Insurance and Liability

---

### 14.1 Hirer Insurance Requirements

14.1.1 The Hirer must hold current Public Liability Insurance for an amount not less than the minimum specified by PRACC, generally \$20 million per occurrence.

14.1.2 The insurance must cover the nature of the Event and all associated activities, including bump-in, rehearsals, performances, bump-out and any approved storage.

14.1.3 The Hirer must provide a Certificate of Currency by the required deadline, detailing the insured party, level of cover, period of insurance and any relevant exclusions.

14.1.4 Insurance must remain current for the full duration of the Hirer's use of the Venue. PRACC may suspend or cancel access where acceptable evidence of insurance is not provided or maintained.

### 14.2 Scope of Coverage and Contractors

14.2.1 The Hirer's insurance must cover liability for personal injury, illness or death, property damage, and acts or omissions of the Hirer, their employees, volunteers, contractors, performers and invitees.

14.2.2 The Hirer is responsible for confirming with their insurer that their policy is suitable for the Event and Venue.

14.2.3 The Hirer must ensure that all third parties they engage hold appropriate insurance and must provide evidence where reasonably requested. The Hirer remains responsible for any uninsured activities of contractors.

### 14.3 Damage, Loss and Personal Property

14.3.1 The Hirer is liable for all loss, damage, cost and expense arising from the Hirer's use of the Venue, except to the extent caused by PRACC's negligence.

## **PRACC**

---

### **TERMS AND CONDITIONS OF HIRE**

14.3.2 This includes damage to the Venue, fixtures, fittings, equipment, staging, furniture and any other property on site.

14.3.3 All equipment, costumes, sets, props, merchandise, cash and personal items are brought into the Venue at the Hirer's risk. PRACC is not responsible for loss, theft or damage to such property.

14.3.4 The Hirer is responsible for ensuring their own property and equipment is safe, compliant and appropriately insured.

#### **14.4 PRACC Insurance**

14.4.1 PRACC maintains insurance appropriate to its role as operator of the Venue.

14.4.2 PRACC's insurance does not extend to, or benefit, the Hirer or their contractors and does not limit the Hirer's liability under these Terms.

#### **14.5 Indemnity and Claims**

14.5.1 The Hirer indemnifies the City of Whittlesea, PRACC, and their councillors, employees, volunteers and agents against all claims, demands, losses, damages, costs and expenses arising from the Hirer's use of the Venue, except to the extent caused by PRACC's negligence or unlawful act.

14.5.2 This indemnity includes claims made by performers, staff, contractors, audience members and other third parties and survives the end of the Event.

14.5.3 The Hirer must notify PRACC as soon as practicable of any incident that may give rise to a claim and must cooperate in the provision of information reasonably required.

14.5.4 The Hirer must not admit liability, negotiate or settle any claim involving PRACC or the Venue without PRACC's written consent.

#### **14.6 Limitation of Liability**

14.6.1 To the maximum extent permitted by law, PRACC's total aggregate liability to the Hirer in connection with the Agreement is limited to the total Venue Hire Charges paid by the Hirer for the relevant Event.

14.6.2 PRACC is not liable for loss of profit, revenue, goodwill or opportunity, reputational damage, business interruption, or any indirect or consequential loss.

14.6.3 PRACC is not liable for creative, artistic, program, production or presentation outcomes, including dissatisfaction with aesthetic choices or Event quality, where PRACC has provided the Venue and delivered services in accordance with the Event Order and these Terms.

14.6.4 Nothing in these Terms excludes, restricts or modifies any liability that cannot be excluded under the Australian Consumer Law or other applicable legislation.

#### **14.7 VMIA / LMI**

14.7.1 Where the Hirer is insured through the Victorian Managed Insurance Authority (VMIA) or Liability Mutual Insurance (LMI), the indemnity in clause 14.5 applies only to the extent it is not inconsistent with the operation of that insurance arrangement.

14.7.2 The Hirer must provide evidence of current VMIA or LMI coverage on request.

14.7.3 Each party remains responsible for its own acts and omissions to the extent required by law.

## **15. Parking and Accessibility**

---

### **15.1 Parking**

15.1.1 Parking at the Venue is shared with the public and other facility users. Spaces cannot be reserved for the Hirer.

15.1.2 The Hirer must advise participants that parking availability varies and may not be sufficient for all attendees.

15.1.3 The Hirer must comply with Council parking rules and must instruct their participants, staff and contractors to do the same.

15.1.4 PRACC is not liable for parking fines, towing, congestion or delays caused by parking shortages.

15.1.5 The Hirer must not use traffic cones, barriers or informal markers to reserve spaces unless authorised by PRACC.

### **15.2 Accessible Parking**

15.2.1 Accessible parking bays are for valid permit holders only.

15.2.2 The Hirer must communicate this requirement to participants and must not direct or allow non-permit holders to use accessible bays.

15.2.3 PRACC may request that vehicles parked illegally in accessible bays be moved immediately, including during an Event.

### **15.3 Traffic Management**

15.3.1 If the Event requires dedicated traffic or crowd management (including drop-off zones, bus arrivals, or high-volume sessions), the Hirer must notify PRACC during planning.

15.3.2 PRACC may require engagement of qualified traffic management personnel at the Hirer's cost.

15.3.3 The Hirer and their team must not direct external traffic or pedestrians unless they hold appropriate accreditation and approval.

15.3.4 Idle or double-parked vehicles must not obstruct access roads, pedestrian paths, loading bays or emergency routes.

### **15.4 Accessible Seating**

15.4.1 Accessible seating locations within the Venue must remain available for patrons who require them.

15.4.2 The Hirer must not allocate or sell accessible seating to patrons who do not require mobility access.

15.4.3 If PRACC identifies misuse of accessible seating, PRACC may reassign seats, relocate patrons or adjust the house configuration to meet accessibility needs.

15.4.4 The Hirer must follow PRACC's seating plans and must not alter accessible positions without approval.

### **15.5 Mobility Aids**

## **PRACC**

---

### **TERMS AND CONDITIONS OF HIRE**

15.5.1 Patrons may bring mobility aids, including walkers, frames, wheelchairs and crutches.

15.5.2 Mobility aids must not obstruct aisles, exits, passageways or emergency egress routes.

15.5.3 PRACC staff will determine safe placement of mobility aids inside the auditorium, which may include:

- beside the patron where safe;
- under or against the seat where safe;
- at designated storage points inside the auditorium;
- in foyer holding areas.

15.5.4 If a mobility aid cannot be safely accommodated in the auditorium, PRACC may relocate it to a supervised storage point, unless the patron requires the aid to reach their seat.

15.5.5 The Hirer must communicate PRACC's directions to patrons and must not overrule safety decisions made by PRACC staff.

15.5.6 Accessibility needs take precedence over Hirer seating preferences, performer needs or group allocations.

#### **15.6 Removal of Obstructions**

15.6.1 PRACC may remove or relocate any item that creates an obstruction or safety risk, including but not limited to:

- mobility aids placed unsafely;
- prams;
- equipment;
- bags or personal items;
- furniture relocated without approval.

15.6.2 The Hirer must ensure their staff, performers and contractors do not block aisles, exits, backstage corridors or pathways.

15.6.3 PRACC decisions relating to safety, obstruction removal and aisle clearance are final and may be enforced immediately.

---

## **16. Privacy and Data**

---

#### **16.1 Communications**

16.1.1 PRACC may contact the Hirer and Event participants using the contact details provided, including email, phone and postal details.

16.1.2 The Hirer must provide accurate contact details for key Event personnel and must keep these details up to date.

16.1.3 PRACC may send operational messages, emergency information, service updates and post-event communications related to the Event.

16.1.4 Marketing communications will be managed in accordance with applicable privacy and spam laws and Council policies. Recipients may opt out where required by law.

## **16.2 Data Collection**

16.2.1 PRACC may collect personal information from the Hirer, their staff, contractors and patrons where reasonably required for:

- managing bookings and Events;
- ticketing and customer service;
- safety, security and incident response;
- legal, financial and reporting obligations.

16.2.2 The Hirer must not provide personal information to PRACC that is unnecessary or unrelated to the Event.

16.2.3 Where the Hirer provides third-party personal information to PRACC, the Hirer warrants they have obtained any required consents or authority to do so.

## **16.3 CCTV**

16.3.1 PRACC uses CCTV in and around the Venue for security, safety, asset protection and incident investigation.

16.3.2 CCTV is operated in accordance with Council policies, privacy law and any applicable surveillance guidelines.

16.3.3 PRACC will not provide control of live CCTV to the Hirer.

16.3.4 Access to CCTV recordings is restricted and may only be provided:

- to law enforcement or regulators;
- in response to a lawful request; or
- as otherwise required or permitted by law or Council policy.

16.3.5 The Hirer must not represent that they control or can provide CCTV recordings to patrons. All requests must be directed to PRACC.

## **16.4 Record Keeping**

16.4.1 PRACC may create and retain records related to the Hirer and the Event, including:

- booking documentation;
- Event Orders and correspondence;
- incident and hazard reports;
- ticketing and financial records.

16.4.2 Records will be managed in line with Council information management and retention requirements.

16.4.3 The Hirer must keep their own records for compliance, tax and audit purposes and must not rely on PRACC as their sole record holder.

## **16.5 Hirer Filming**

16.5.1 If the Hirer records, photographs or streams the Event, the Hirer is responsible for:

- obtaining all required permissions and consents;
- complying with privacy, child safety and intellectual property laws;
- meeting any union, performer, or rights-holder requirements.

## **PRACC**

### **TERMS AND CONDITIONS OF HIRE**

16.5.2 The Hirer must not film or record in areas signed or advised as restricted, including backstage, staff areas, control rooms or other sensitive locations, without PRACC approval.

16.5.3 The Hirer must clearly communicate to participants and patrons if an Event is being recorded or live streamed, especially where minors are involved.

16.5.4 PRACC may direct the Hirer to alter or cease filming or photography if it breaches law, conditions, policy, safety requirements or reasonable privacy expectations.

#### **16.6 Data Use**

16.6.1 Personal information collected by PRACC will be used and disclosed in accordance with Council's privacy obligations and any published privacy statements.

16.6.2 Ticketing and patron data collected by PRACC remains PRACC's data, subject to applicable privacy law and any stated data-sharing arrangements.

16.6.3 PRACC may provide the Hirer with de-identified or summarised ticketing and attendance data for reporting and planning purposes.

16.6.4 PRACC will not share patron contact details with the Hirer unless:

- patrons have expressly consented to this; or
- sharing is required or permitted by law.

16.6.5 The Hirer must not attempt to circumvent PRACC systems to obtain personal information that has not been lawfully shared with them.

#### **16.7 Data Retention**

16.7.1 PRACC will retain personal and Event-related information for periods required by law, regulation and Council record-keeping policies.

16.7.2 When records are no longer required, PRACC will dispose of them securely in line with those policies.

16.7.3 The Hirer is responsible for their own retention and disposal of data they collect in connection with the Event.

#### **16.8 Confidentiality**

16.8.1 PRACC will take reasonable steps to protect confidential and commercially sensitive information provided by the Hirer, subject to legal and Council transparency obligations.

16.8.2 The Hirer must keep confidential any non-public information about PRACC operations, systems, security, staffing, pricing structures or other Hirers, except where disclosure is required by law.

16.8.3 Both parties acknowledge that documents may be subject to freedom of information, audit or other statutory access regimes. PRACC's legal obligations under such regimes prevail over any confidentiality arrangement with the Hirer.

16.8.4 The Hirer must not use PRACC's confidential information for any purpose unrelated to the Event.

## **17. Conduct and Dispute Resolution**

---

### **17.1 Conduct**

17.1.1 The Hirer, its staff, performers, volunteers, contractors and patrons must behave lawfully, respectfully and in a manner that does not disrupt PRACC operations, staff, other Hirers or patrons.

17.1.2 The Hirer is responsible for managing the conduct of all persons connected to their Event.

17.1.3 PRACC may direct individuals to modify or cease behaviour that is unsafe, unreasonable or disruptive.

### **17.2 Offensive Behaviour**

17.2.1 PRACC may remove or refuse entry to any person who behaves in a threatening, abusive, discriminatory, aggressive or otherwise inappropriate manner.

17.2.2 The Hirer is liable for any loss, interruption or cost resulting from offensive behaviour connected to their Event.

### **17.3 Safety System Tampering**

17.3.1 The Hirer and associated persons must not tamper with, modify, disable or obstruct safety systems, alarms, exits, firefighting equipment, access control or security features.

17.3.2 PRACC may suspend or stop an Event if tampering occurs or is suspected.

17.3.3 Any costs or penalties arising from such conduct are payable by the Hirer.

### **17.4 Refusal of Entry**

17.4.1 PRACC may refuse entry to any person where safety, security, behaviour or legal requirements justify the refusal.

17.4.2 PRACC may refuse entry to the Hirer or their participants if outstanding charges, missing documentation or safety risks are unresolved.

17.4.3 Ticket holders refused entry for reasons connected to Hirer non-compliance do not create compensation obligations for PRACC.

### **17.5 Raising Concerns**

17.5.1 Concerns relating to the Event should first be raised with PRACC staff present at the time.

17.5.2 If the matter cannot be resolved onsite, the Hirer must submit the concern in writing to PRACC within five business days.

17.5.3 PRACC will only investigate matters communicated through formal channels.

### **17.6 Response Timeframes**

# PRACC

## TERMS AND CONDITIONS OF HIRE

17.6.1 PRACC will acknowledge written concerns within a reasonable timeframe.

17.6.2 Complex matters may require extended review periods, stakeholder consultation or legal advice.

17.6.3 Delays in review do not waive PRACC's rights or the Hirer's obligations.

### 17.7 Evidence Requirements

17.7.1 Disputes must be supported by clear, factual evidence.

17.7.2 Verbal accounts or hearsay are not considered sufficient evidence.

17.7.3 PRACC may rely on records listed in 17.8 when assessing a dispute.

17.7.4 PRACC may rely on operational records, staffing data, CCTV (where lawful to use), ticketing logs, access records, and incident reports.

17.7.5 PRACC may decline to release evidence where restricted by privacy, safety, legal, conditions or policy obligations.

17.7.6 PRACC determines the weight or relevance of any evidence submitted.

### 17.8 PRACC Records

17.8.1 PRACC's operational records include but are not limited to:

- Event Orders and documentation submitted by the Hirer;
- staff reports and logs;
- technical and security records;
- time records, door counts and ticketing data;
- access control data;
- photographs or video taken by PRACC staff where lawful.

17.8.2 These records may be used to verify Event timing, safety issues, behaviour, access, or operational impacts.

### 17.9 Escalation

17.9.1 If a dispute is not resolved after internal review, PRACC may escalate the matter to relevant City of Whittlesea staff or managers.

17.9.2 External mediation may be considered where both parties agree, and any associated costs are payable by the Hirer unless otherwise agreed in writing.

17.9.3 PRACC is not required to engage in mediation for matters involving safety, non-compliance or financial risk.

### 17.10 Unreasonable Conduct

17.10.1 PRACC may cease communication with any person who behaves unreasonably, including:

- excessive or repetitive complaints;
- aggressive or hostile communication;
- refusal to accept factual findings;
- unreasonable demands on staff time.

17.10.2 PRACC will notify the Hirer if communication limits are applied.

17.10.3 Such limits do not pause the Hirer's financial or contractual obligations.

### **17.11 Charges During Dispute**

17.11.1 Disputing a charge does not pause payment deadlines.

17.11.2 If a charge is later adjusted or removed, PRACC will issue a credit or refund as appropriate.

17.11.3 PRACC may suspend future bookings or access for unpaid disputed amounts.

### **17.12 Non-Disputable Matters**

17.12.1 The following matters cannot be disputed by the Hirer:

- published fees and charges;
- minimum staffing requirements;
- safety directions issued by PRACC staff;
- legal compliance actions;
- access control decisions made for safety or operational reasons.

17.12.2 These matters are determined by PRACC and are not subject to challenge except for clear factual error, misapplication of published charges, or rights that cannot be excluded by law.

---

## **18. General Provisions**

---

### **18.1 Variation**

18.1.1 The version of the Terms in force is the published version on PRACC's website.

18.1.2 Any variation to a confirmed Booking, including changes to dates, spaces, times, services or charges, must be agreed in writing by PRACC and recorded in an updated Event Order or similar written record.

18.1.3 No verbal statement by PRACC staff varies these Terms or the Event Order.

### **18.2 Electronic Signatures**

18.2.1 PRACC may provide Booking documents, confirmations, Event Orders and related communications electronically.

18.2.2 Electronic acceptance, including clicking acceptance boxes, typed names, digital signatures or email confirmations from the Hirer's nominated contact, has the same effect as signing a hard copy.

18.2.3 The Hirer is responsible for protecting access to its email accounts and electronic systems used to accept documents.

### **18.3 No Partnership**

18.3.1 Nothing in these Terms creates a partnership, joint venture, employment relationship or agency between PRACC and the Hirer.

18.3.2 The Hirer must not represent that PRACC is its partner, co-producer, sponsor or agent unless PRACC agrees in writing.

18.3.3 The Hirer acts as an independent party and is solely responsible for its own obligations, staff, contractors and participants.

### **18.4 Survival**

## **PRACC**

---

### **TERMS AND CONDITIONS OF HIRE**

18.4.1 The following obligations continue after the Event and after the Agreement ends:

- payment of fees, charges, damages and other amounts;
- indemnities given by the Hirer;
- limits of liability;
- privacy, data, and confidentiality obligations;
- obligations in relation to damage, cleaning, insurance and evidence;
- dispute resolution provisions.

18.4.2 Any clause which, by its nature, should continue to apply after the Event will do so.

#### **18.5 Assignment**

18.5.1 The Hirer must not assign, transfer, on-sell or sub-licence its Booking or rights under these Terms to another person without PRACC's prior written consent.

18.5.2 PRACC may withhold consent where the proposed assignee does not meet PRACC's safety, financial, reputational or operational requirements.

18.5.3 If PRACC consents to an assignment, the original Hirer remains liable for all obligations up to the date PRACC confirms the change in writing.

18.5.4 PRACC may assign or transfer its rights or obligations under these Terms to the City of Whittlesea or any related entity without the Hirer's consent.

#### **18.6 Waiver**

18.6.1 PRACC does not waive a right simply because it:

- fails to exercise it;
- delays in exercising it; or
- only partly exercises it.

18.6.2 A waiver of any right or requirement under these Terms must be in writing and signed or sent by an authorised PRACC representative.

18.6.3 A waiver applies only to the specific situation described in that written waiver and not to future events.

#### **18.7 Severability**

18.7.1 If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions continue in full force and effect.