

The following Facilities Hire Terms and Conditions (**Conditions**) apply to the hire of Facilities at the Venue.

1. DEFINITIONS AND INTERPRETATION

(a) In these Conditions the following expressions shall have the following meanings:

Agreement means this agreement, which is comprised of these Conditions and the Schedule;

Crown means the Crown in the right of the State of Victoria, and includes its servants, agents and independent contractors and the Secretary, as the body corporate, to the Department of Jobs, Precincts and Regions and its servants, agents and independent contractors;

Deposit means an amount payable by the Hirer to secure the booking of the Facilities, unless waived by MSC in writing;

Entry Conditions mean the conditions of entry for the Venue and any rules of management as determined and published by MSC from time to time;

Facilities mean that part of the Venue subject to the Hirer's use as set out in item 4 of the Schedule, including associated fixtures, fittings and equipment;

Fee means the sum payable by the Hirer as set out in item 6 of the Schedule, including, but not limited to, all amounts to be paid to MSC for use of the Venue and the Facilities;

Hiring Purpose means the purpose for which the Hirer is permitted to use the Venue and the Facilities during the Period of Hire as set out in item 5 of the Schedule;

Hirer means the party defined as such on the first page of this agreement and includes any authorised representatives, employees, members, sub-contractors, agents or invitees of that party;

MSC means the State Sport Centres Trust trading as Melbourne Sports Centres (ABN 16 374 471 008), the occupier of the Venue;

Period of Hire means the date or dates and time or times during which the Hirer is entitled to use the Facilities as set out in item 4 of the Schedule;

Schedule means the attached document which particularises the commercial terms of this hire arrangement and other matters which may be agreed between the parties;

Special Event means a tournament, competition, exhibition or other event to be conducted at the Venue and determined by MSC in its absolute discretion to constitute a special event; and

Venue means the venue selected at item 3 of the Schedule, and includes any fixtures, fittings, buildings, improvements and chattels at or in such venue.

(b) In these Conditions: any references: to the singular includes the plural and vice versa, to any gender includes all genders, to persons includes all bodies and associations both incorporated and unincorporated, to any legislation or regulation includes all amending and succeeding legislation and regulations, to the word "including" must be construed without limitation, to a "Clause" means a clause in these Conditions; and paragraph headings are for reference purposes only.

2. AGREEMENT FOR HIRE

(a) Subject to the payment of the Fee by the Hirer, MSC will provide the Facilities at the Venue for the Hirer's use for the duration of the Period of Hire.

(b) Nothing in this Agreement gives the Hirer any exclusive rights over the Venue or any of the Facilities

(c) The Hirer acknowledges and agrees that its use of the Facilities is subject to the directions of MSC at all times.

(d) MSC reserves the right to refuse any application to hire any part of the Venue without stating any reason for the refusal.

(e) This Agreement commences on the date it is signed on page 2 by the last party, and expires, unless terminated earlier in accordance with these Conditions, on the date one month after the conclusion of the final Period of Hire set out in item 4 of the Schedule.

3. PAYMENT OF DEPOSIT AND FEE

(a) Payment terms for the Deposit and the Fee are as follows:

(i) subject to clause 3(a)(ii), the Period of Hire sought by the Hirer is not confirmed until a Deposit of 50% of the Fee (or such other amount as agreed) is received by MSC, which must be at the same time as the Hirer returns an executed copy of this Agreement; and

(ii) the balance of the Fee is payable before the commencement of the Period of Hire as follows:

(A) where the Fee is less than \$200, payment in full is required at the time the Hirer returns an executed copy of this Agreement;

(B) where the Fee is between \$200 and \$10,000, the balance of the Fee is payable at least 14 days prior to the commencement of the first Period of Hire;

(C) where the Fee is greater than \$10,000, the balance of the Fee is payable at least 30 days prior to the commencement of the first Period of Hire; and

(D) if any adjustments to the Fee are necessary, they will be made following the final Period of Hire, with a supplementary invoice issued and payment required within 7 days of issue.

(b) For all repeating or continuing bookings:

(i) MSC may charge a Deposit or Deposits in its complete discretion; and

(ii) payment of the Fee is required strictly 14 days prior to each date of Hirer's use of the Facilities during the Period of Hire.

- (c) For the avoidance of doubt, if the payment terms set out above are not met, MSC reserves the right to cancel the booking.
- (d) Late payment of the Fee will result in additional charges for the Hirer including any and all legal expenses incurred by MSC to recover any outstanding amounts and interest on any outstanding amounts (such interest calculated at four percent per annum higher than the rate for the time being fixed under section 2 of the *Penalty Interest Rates Act 1983* (Vic)).
- (e) All cheques must be made payable to the Venue and must be crossed "Not Negotiable", with cheques marked to the attention of the "Accountant".

4. BOND

- (a) MSC may from time to time in its complete discretion require a security bond to be paid by the Hirer in advance of the Period of Hire.
- (b) MSC may draw on the bond in its sole discretion to the extent required to make good any loss or damage suffered by MSC in relation to the Hirer's use of the Venue or default under this Agreement.
- (c) If the bond is not paid by the date nominated by MSC and outlined in item 6 of the Schedule, the booking will be forfeited and clause 5 will apply as if the booking was cancelled by the Hirer.

5. CANCELLATION BY THE HIRER

- (a) Subject to this clause 5, the Hirer may cancel an agreed booking by giving written notice of the cancellation to MSC's 'Events & Bookings Manager' or equivalent representative.
- (b) In the event that the Hirer cancels an agreed booking by giving MSC:
 - (i) more than 3 months' notice of cancellation prior to the Period of Hire, 50% of the Deposit will be retained by MSC and the balance refunded to the Hirer;
 - (ii) less than 3 months' notice of cancellation prior to the Period of Hire, the Hirer will forfeit to MSC the entire Deposit;
 - (iii) less than 14 days' notice of cancellation prior to the Period of Hire, and the Fee is less than or equal to \$10,000, the Hirer must pay the full Fee to MSC within 7 days of cancellation; and
 - (iv) less than 30 days' notice of cancellation prior to the Period of Hire, and the Fee is more than \$10,000, the Hirer must pay the full Fee to MSC within 7 days of cancellation.
- (c) If the Hirer is not required to pay a Deposit, any amount payable by the Hirer for cancellation under clause 5(b) will be equivalent to the amount of a deposit that would be required under clause 3(a)(i), namely 50% of the Fee and the Hirer must pay such amount to MSC within 7 days.
- (d) Where a reduced Deposit has been negotiated between the Hirer and MSC, and is documented in item 6 of the Schedule, the amount required to be paid by the Hirer for cancellation under clause 5(b) will be 50% of the Fee, notwithstanding any negotiated Deposit.

6. CANCELLATION OR CLOSURE BY MSC

- (a) MSC reserves the right to cancel the Hirer's booking or close the Venue or any of the Facilities:
 - (i) at any time if, in its reasonable opinion:
 - (A) the Venue or any of the Facilities is unfit for use during the Period of Hire; or
 - (B) the Facilities may be unduly damaged by the Hiring Purpose; or
 - (C) the Hirer fails to comply with this Agreement; or
 - (ii) on 7 days' written notice to the Hirer at the discretion of MSC and without cause. Upon such cancellation MSC will refund to the Hirer any monies paid in respect of the cancelled booking; or
 - (iii) at any time up to 60 days prior to the Period of Hire if, in the reasonable opinion of MSC, the Venue is required for the staging of a Special Event.
- (b) If MSC cancels the Hirer's booking under clauses 6(a)(i)(A), 6(a)(i)(B), 6(a)(ii) or 6(a)(iii):
 - (i) any Deposit paid by Hirer will be refunded. The parties agree that MSC will not be liable for any other loss, liability, expense or damage sustained by the Hirer as a result of the closure, including any amounts the Hirer may be liable to pay to third parties, or any expenditure required to be incurred or any damage sustained by the Hirer through having to make any alternative hire arrangements; and
 - (ii) MSC and the Hirer will endeavour to reach agreement on an alternative Period of Hire that is suitable to both parties.
- (c) Where MSC cancels the Hirer's booking under clause 6(a)(i)(C), MSC will determine an amount up to the full Fee to be paid by the Hirer and the Hirer agrees to pay such charges to MSC.
- (d) If MSC cancels the Hirer's booking under clause 6(a):
 - (i) the Hirer will be deemed to have voluntarily abandoned its rights to hire the Venue and/or the Facilities; and
 - (ii) the Hirer will have no entitlement to any refund of the Deposit or Fee; and
 - (iii) the Hirer must comply with its obligations contained in these Conditions to make good any damage to the Facilities, including but not limited to the obligations in clauses 7 and 9 below; and
 - (iv) MSC will not be liable for any loss, liability, expense or damage sustained by the Hirer as a result of such closure including any amounts the Hirer may be liable to pay to third parties.
- (e) The Hirer acknowledges and agrees that MSC may at any time, in its absolute discretion but in consultation with the Hirer and relevant regulatory entities, close the Venue and/or the Facilities for public safety reasons.

7. VARIATION OF HIRE

- (a) Subject to this clause 7, the Hirer may vary the booking by giving written notice to MSC 'Events & Bookings Manager' or equivalent representative.
- (b) A variation may include reducing or increasing the relevant Period of Hire or Facilities to be hired, however a variation cannot change the date for the Period of Hire and unless MSC determines otherwise (in its sole and absolute discretion), a change of date will result in a cancellation and clause 5 will apply.
- (c) Any increase to the relevant Period of Hire or Facilities to be hired is subject always to availability, and acceptance by the Hirer of any subsequent increase to the Fee (if any).
- (d) Any reduction to the relevant Period of Hire or Facilities to be hired may still result in MSC charging the Hirer the Fee in full, and despite there being any reduction of the relevant Period of Hire or Facilities to be hired.

8. HIRER'S OBLIGATIONS

- (a) The Hirer will:
 - (i) on request by MSC, supply a full written or printed statement or program, detailing what is to be done at, on or in the Facilities during the Period of Hire;
 - (ii) during the Period of Hire, obey any and all instructions given by MSC as to the use of, and access to and from, the Facilities or the Venue;
 - (iii) comply with the Entry Conditions and any other conditions of entry or rules governing the use of any of the Facilities as may be determined by MSC from time to time;
 - (iv) obtain all necessary consents from all persons interested in the copyright or performing rights of any matter used by the Hirer;
 - (v) pay such further charges as determined by MSC on demand if any part of the Venue other than the Facilities is used by the Hirer, or the Facilities are used by the Hirer outside the Period of Hire;
 - (vi) pay such further charges as determined by MSC on demand for costs that arise as a result of the hire, including but not limited to area traffic management and parking or alterations to the Venue's occupancy limit;
 - (vii) be responsible for the maintenance and preservation of good order in the Facilities throughout the Period of Hire;
 - (viii) adequately supervise, control and be responsible for all persons attending the Facilities during the Period of Hire, including children;
 - (ix) agree to and comply with all policies and procedures of MSC and the Venue;
 - (x) reinstate the Venue and Facilities to a condition equivalent to their condition prior to the commencement of the Period of Hire, fair wear and tear appropriate to the nature of the Hirer's use excepted;
 - (xi) remove all waste from the Venue at the end of the Period of Hire or place in the signed waste area for collection by local council;
 - (xii) ensure that any equipment belonging to MSC and used during the Period of Hire is returned to where it was located at the commencement of the Period of Hire;
 - (xiii) comply with:
 - (A) all relevant occupational health and safety standards, legislation and guidelines;
 - (B) the *Environmental Protection Act 1970* (Vic) and the State Environment Protection Policy (Control of Music Noise from Public Premises) No N-2 to ensure that noise from music is restricted to background level plus five decibels, failing which MSC can ask for the music to be turned down, immediately terminate this Agreement or fine the Hirer an amount equivalent to any fine received by MSC;
 - (C) all relevant laws and regulations including but not limited to laws regarding the responsible service of alcohol, food handling and any required permits for any activities undertaken at the Venue by the Hirer;
 - (D) the terms of any licences granted to the Venue, including but not limited to the Venue's liquor licence (if any) and food handling licence (if any); and
 - (xiv) acknowledge that a charge applies to all signage or displays placed in the Venue foyer or other public spaces outside the Facilities hired by the Hirer, and MSC may direct the Hirer to remove any such signage in MSC's absolute discretion; and
 - (xv) if requested by MSC, procure the execution of a release, indemnity and waiver form, in a form as determined by MSC from time to time, by any person or corporation as MSC may require. At MSC's discretion, the hire of the Facilities by the Hirer may be conditional upon the execution of any such release, indemnity and waiver form prior to the commencement of the Period of Hire.
- (b) The Hirer acknowledges that the hiring is in respect of the Facilities only and does not include the services of Venue or MSC staff, unless required by the Hirer and specified in the application for hire. MSC accepts no responsibility for supervision of persons using the Facilities during the Period of Hire.
- (c) The Hirer will not without express written approval of MSC:
 - (i) use any of the facilities at the Venue other than the Facilities specified in item 4 of the Schedule;
 - (ii) bring, or permit any animal to be brought into the Venue with the exception of registered guide dogs or assistance animals;
 - (iii) allow any person, not subject to the direction and control of the Hirer, to use the Venue or Facilities;
 - (iv) conduct any alterations or additions to the Venue or Facilities;
 - (v) alter, move or remove any fixture or fitting in the Venue or Facilities;
 - (vi) use any information obtained as a result of the hire of the Facility to allow any person under its control to bet or wager, or permit any person to bet or wager, on a game of sport taking place at any Venue operated by MSC;

- (vii) bring or permit to be brought into the Venue any dangerous goods;
- (viii) advertise, promote or announce any function or event in or at the Facilities or Venue until this Agreement has been executed by both parties;
or
- (ix) fix or exhibit any sign, notice or advertisement in or upon any part of the Venue without the written consent of MSC. For this purpose, the Hirer shall submit a proposal for display of any sign, notice or advertisement, including sponsor and directional signage, to MSC for its approval, including a copy of the proposed sign, notice or advertisement.

9. DAMAGE TO THE VENUE

- (a) The Hirer agrees to pay to MSC on demand the cost of repairing or making good any damage to the Venue including the Facilities or the loss of any equipment arising out of or incidental to the Hirer's use of the Facilities.
- (b) MSC reserves the right to charge the Hirer a cleaning surcharge in addition to the Fee to recover costs in engaging contractors to clean the Facilities if it considers the Hirer's make good obligation under clause 7 has not been adequately satisfied. Additional charges will be paid within 7 days of demand by MSC.

10. FITNESS FOR HIRING PURPOSES

The Hirer agrees that it is satisfied that the Facilities and the Venue are fit for the Hiring Purpose, and acknowledges that MSC does not warrant that the Facilities or the Venue are fit for the Hiring Purpose.

11. EXCLUSION OF LIABILITY AND INDEMNITY

- (a) All express or implied guarantees, warranties, representations or other terms relating to this agreement or its subject matter, not expressly set in this Agreement, are excluded from this agreement to the maximum extent permitted by law.
- (b) Nothing in this agreement excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by any legislation that cannot be lawfully excluded or limited. This may include the Australian Consumer Law, which contains guarantees that protect the purchasers of good and services in certain circumstances.
- (c) If any guarantee, warranty, term or condition is implied or imposed in relation to this agreement under the Australian Consumer Law or any other applicable legislation and cannot be excluded (**a Non-Excludable Provision**), and MSC is able to limit the Hirer's remedy for a breach of the Non-Excludable Provision, the liability of MSC for breach of the Non-Excludable Provision is limited to one or more of the following at MSC's option:
 - (i) in the case of goods, the replacement of the goods or the supply of equivalent good, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired; or
 - (ii) in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.
- (d) Subject to paragraphs (b) and (c) of this clause 11, the parties agree that MSC is excluded from any liability (including in negligence) for:
 - (i) any loss or damage caused directly or indirectly by any fault in or failure of electricity supply, lighting, heating, electronic equipment, or other devices used during the Period of Hire, due to any cause whatsoever, other than default of these Conditions by MSC or negligence by MSC, or
 - (ii) any damage, injury or loss of life caused to the Hirer or persons under the control of or admitted to the Venue by the Hirer during the Period of Hire, due to any cause other than default of these Conditions of MSC or negligence by MSC; or
 - (iii) any loss of profits, loss of opportunity, loss of business, loss of revenue, or any indirect or consequential loss, arising in relation to this agreement.
- (e) Subject to paragraphs (b) and (c) of this clause 11, the parties agree that the total liability of MSC to the Hirer for loss or damage of any kind whether arising in tort (including negligence), contract, under statute or otherwise is limited to the total amount of fees paid by the Hirer under this Agreement.
- (f) To the maximum extent permitted by law, the Hirer indemnifies and holds harmless MSC and the Crown against any and all claims, losses, actions, proceedings, costs, damages, demands, expenses (including legal expenses) and liabilities arising from any claims, actions or proceedings made, brought or commenced by any person in relation to: (i) the Hirer's use of the Venue and/or Facilities; (ii) any act, omission or misconduct of the Hirer; (iii) any breach or non-performance by the Hirer of its obligations under this Agreement; (iv) the Facilities, due to any cause other than the act, default or negligence of MSC or the Crown; (v) any property, buildings, equipment or materials of MSC or the Crown and/or any other persons on or outside the location caused by the Hirer and/or any persons associated with the Hirer due to the said participation or use, other than the act, default or negligence of MSC or the Crown; or (vi) any and all loss, damage, injury or illness, including death, sustained or incurred by the Hirer and/or any persons associated with the Hirer arising in any manner from the said participation or use or hire or occupation, other than the act, default or negligence of MSC or the Crown.

12. INSURANCE

- (a) The Hirer's use of the Facilities shall be at its own risk.
- (b) The Hirer will:
 - (i) maintain a public liability policy of insurance coverage of not less than \$20 million for each and every occurrence during the Period of Hire, not limited to actual hours of use of the Facilities and provide MSC with a copy of a certificate of currency or cover note on the policy prior to the Period of Hire failing which the Hirer will be unable to hire the Facilities (and will be charged full rate regardless); and
 - (ii) the Hirer shall be liable for the payment of all excesses of policies on insurance affected under these Conditions and shall not be entitled to recover any excesses from MSC.

13. PROPERTY AND PLANT

- (a) MSC, its servants, officers, agents and employees shall not in any circumstances be responsible to the Hirer or any other person for damage to, or the loss, theft or removal of, any property brought or left by any person (including the Hirer) in or upon any part of the Venue (including any storage room or dressing room).

- (b) The Hirer shall indemnify MSC from and against all claims, demands, actions and proceedings in respect of any damage, loss, theft or removal or any loss sustained by any person in relation to any property brought or left by any person (including the Hirer) in or upon any part of the Venue other than by default of these Conditions by MSC or negligence by MSC.
- (c) MSC accepts no responsibility for damage, injury or loss occurring to any property or plant left on or remaining in the Facilities or the Venue, due to any cause other than default of these Conditions by MSC or negligence by MSC.
- (d) Property or plant left at the Venue by the Hirer will be deemed abandoned by the Hirer after 30 days have elapsed following the Period of Hire and may be disposed of by MSC.
- (e) Property or plant pertaining to any event or activity for which the Venue or the Facilities have been hired will not be permitted in, at or on the Facilities or other Venue premises before the commencement of the Period of Hire or after the conclusion of the Period of Hire except where the Hirer has paid the necessary fee. MSC accepts no responsibility for damage, injury or loss occurring to any property or plant left on or remaining in the Facilities or the Venue, whether or not such a loss is due to the negligence of MSC. Such property or plant may be disposed of by the Venue or MSC after 30 days.
- (f) Motor vehicles shall be parked in designated parking bays only. Motor vehicles shall not be parked in any of the exit ways, or on any lawn or garden, at the Venue. MSC reserves the right to remove any motor vehicles that offend this clause.

14. ADMISSION

- (a) MSC may specify the maximum number of persons permitted to use the Venue or the Facilities or any part of them, for any reason or at any time, whether during the Period of Hire or otherwise.
- (b) MSC and all persons authorised by MSC reserve the right to enter every part of the Venue including the Facilities at any time and to refuse admission to, or remove from, the Venue or the Facility any person.
- (c) The Hirer agrees that all ticketed events during the Period of Hire are to be ticketed through MSC's ticketing provider.
- (d) The Hirer must ensure that its personnel, invitees and guests comply with the Entry Conditions and any other terms and conditions published from time to time by MSC concerning the Facilities or the Venue.

15. PHOTOGRAPHY/FILMING

The Hirer acknowledges and agrees that any photography, video-recording or other filming in the Venue and the Facilities undertaken for commercial purposes is prohibited without the prior written consent of MSC and is subject to payment of such charges as may be set by MSC on a case by case basis.

16. CATERING

The Hirer acknowledges and agrees that food and drink sales in the Venue are to be conducted exclusively by MSC's appointed caterer. Persons associated with the Hirer may bring food and drink into the Venue for their own consumption but not for distribution.

17. TERMINATION

- (a) Notwithstanding any other clause in this Agreement, the hire of the Facility may be terminated prior to the end of the Period of Hire:
 - (i) by agreement between MSC and the Hirer; or
 - (ii) to the fullest extent permitted by law under the Corporations Act 2001 (Cth), immediately by either party by written notice to the other party if the other party: (i) is insolvent within the meaning of section 95A of the Corporations Act 2001 (Cth); (ii) becomes, threatens or resolves to become or is in jeopardy of becoming subject to any form of insolvency administration; (iii) enters into any composition or arrangement with its creditors; (iv) has a winding up or dissolution order made; (v) has an administrator or provisional liquidator appointed; (vi) has a manager or receiver appointed to manage the whole or any part of its property; or (vii) ceases or threatens to cease conducting its business in the normal manner; or
 - (iii) by MSC, immediately by written notice from to the Hirer if the Hirer fails to meet any of its obligations under this Agreement (including an obligation pay the Fee or any part thereof by the required date) and such failure continues for more than 1 day after written notice of the failure has been given to the Hirer.

18. PRIVACY

MSC is collecting your personal information to administer and facilitate your hire of the Facilities under this Agreement. The personal information you have provided to MSC is collected, used and disclosed in accordance with MSC's privacy policy (available from <http://melbournesportscentres.com.au>). MSC may share your personal information with third parties such as companies engaged by MSC to carry out functions and activities on MSC's behalf, including direct marketing, and otherwise in accordance with MSC's privacy policy. Your personal information is not generally disclosed overseas. MSC's privacy policy contains information about how you may access and request correction of your personal information and provides information about how a complaint will be dealt with by MSC. If you do not wish to receive promotional material from MSC, MSC's sponsors or third parties, you must advise MSC by email or telephone or via the specific opt-out procedures in the relevant communication.

19. LOST PROPERTY

MSC, its officers, agents and servants shall not in any circumstances be responsible to the Hirer or any other person for damage to or the loss theft or removal of any property brought or left by any person (including the Hirer) in or upon any part of the Venue (including any cloakroom or dressing room). The Hirer shall indemnify MSC, its officers, agents and servants from and against all claims demands actions and proceedings in respect of any such damage, loss, theft or removal or any loss sustained by any person in consequence of such damage theft or removal.

20. PARKING

Motor vehicles shall not be parked and bicycles shall not be left in any of the exit ways of the Venue. MSC, its officers, agents or servants shall not in any circumstances be responsible to the Hirer or any other person for damage to or the loss theft or removal of any motor vehicle or bicycle (including those of the Hirer) and the Hirer shall indemnify MSC, its officers, agents and servants from and against all claims demands actions and proceedings in respect of any such damage, loss, theft, or removal or any loss sustained by any person the consequences of such damage theft or removal.

21. MERCHANDISE

- (a) MSC holds all merchandising rights to and at the Venue.
- (b) Should the Hirer request to sell merchandise during the Period of Hire, the greater of the following applies:
 - (i) a 12.5% commission of the total takings will be retained by MSC; or
 - (ii) the following charges are payable by the Hirer to MSC:
 - (C) one day - \$250;
 - (D) two days - \$450; or
 - (E) one week (5-7 days) - \$900.

22. GENERAL

- (a) This Agreement comprises the entire agreement between the parties in relation to its subject matter and supersedes and replace any previous agreement or arrangement between the parties in relation to its subject matter.
- (b) In the event of any dispute or difference arising as to the interpretation of this Agreement or as to any matter or thing contained in this Agreement, the decision of MSC, after consultation with the Hirer, shall be final and conclusive.
- (c) Any variation to this Agreement must be agreed in writing by both parties.
- (d) Any notices required to be given under this Agreement shall be deemed to have been given if delivered by any means to the address of each party as set out in this Agreement. Notice may be given to MSC by email to the email address set out in Item 1 of the Schedule.
- (e) Unless expressly indicated otherwise all amounts referred to in this Agreement are exclusive of GST. Where a taxable supply is made under this Agreement by a party then the consideration payable for that taxable supply shall be increased by an amount equal to the GST imposed on that taxable supply and that amount shall be payable at the same time and in the same manner as the consideration for that taxable supply.
- (f) The Hirer must not transfer or assign any of its interest, rights, obligations or benefits under this Agreement.
- (g) Any provision of this Agreement which is void or unenforceable may be severed without affecting the enforceability of other provisions.
- (h) This Agreement governed by the laws of Victoria and the parties submit to the exclusive jurisdiction of the Courts of Victoria.
- (i) Nothing in this Agreement affects the roles, powers and functions of MSC under the *State Sport Centres Act 1994* (Vic).