



2023 Douglas Theatre Arts Group Policies

Clink Theatre Hire Terms and Conditions

1. Your booking of Location

- a. As long as you comply with this Agreement, you and your guests may use the floor space of the Venue and any conveniences and normal furnishings in the location during the Booking Period.
- b. You and your guests may also use any electricity or water supplied to the Venue for reasonable purposes in connection with the event during the Booking Period. Douglas Theatre Arts Group Inc. does not guarantee the continuance or adequacy or quality of electricity or water supply for your purposes even if you have made them known to Douglas Theatre Arts Group Inc.
- c. Your right and that of your guests to use the Venue is a hire only. You and your guests do not have the right to exclude a Douglas Theatre Arts Group Inc representative from the Venue, even during the Booking Period.
- d. You must use the Venue only for the Event. You must not use the Venue, or allow the Venue to be used, for any other purpose during the Booking Period.
- e. You must not use or employ any personnel at the Venue, whether on a volunteer or paid basis, other than with prior approval from the Douglas Theatre Arts Group Inc.
- f. If the law obliges you to obtain a licence or permit to use the Venue or for anything you or your guests do at the Venue, you must obtain and comply with the licence or permit.
- g. Douglas Theatre Arts Group Inc. agrees to use reasonable endeavours to supply requirements for bar catering and Additional Services that you request Douglas Theatre Arts Group Inc. to supply (if Douglas Theatre Arts Group Inc. agrees to supply the requested Additional Services).

2. Set-up of Location

- a. By prior agreement with Douglas Theatre Arts Group Inc, you may be given access to the Venue before the start of the Booking Period to get the Venue ready for use during the Booking Period under this Agreement. In that event:
 - i. you and your guests will have a licence to come into the Venue during the time or times agreed by Douglas Theatre Arts Group Inc but only for the purpose of getting the Venue ready for use during the Booking Period under this Agreement.
 - ii. Douglas Theatre Arts Group Inc. may revoke that licence at any time; and
 - iii. the conditions of this Agreement apply (with any necessary modifications) while you or your guests are at the Venue for the purpose of getting the Venue ready for use during the Booking Period under this Agreement.



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3. Things you must do to keep the booking

a. The following table sets out things you must do in order to keep the booking of the Venue, and when you must do them.

What you need to do	When
Sign and return this Agreement to Douglas Theatre Arts Group Inc	The Event Prepayment Due Date is specified in the Agreement Details
Pay the Event Prepayment Bond	The Event Prepayment Due Date specified in the Agreement Details
Give Douglas Theatre Arts Group Inc the Event Information	The Event Information Due Date specified in the Agreement Details
Give Douglas Theatre Arts Group Inc evidence of insurance in accordance with clause 14	The Event Information Due Date specified in the Agreement Details
Pay the Catering Prepayment as directed by Douglas Theatre Arts Group Inc	The Catering Prepayment Due Date specified in the Agreement Details
Pay the Fees & Charges or Douglas Theatre Arts Group Inc 's estimate of the Fees & Charges	The Fees & Charges Due Date specified in the Agreement Details
Pay for the Additional Services in the amount agreed between you and Douglas Theatre Arts Group Inc or otherwise determined by Douglas Theatre Arts Group Inc	The Fees & Charges Due Date specified in the Agreement Details or other date as agreed in writing.
Pay the Catering Fee as directed by Douglas Theatre Arts Group Inc if required	The Catering Fee Due Date specified in the Agreement Details
Submit any advertising for the Event for approval by Douglas Theatre Arts Group Inc	7 days prior to its intended placement
Comply with all of these Terms and Conditions	At all times

b. If you fail to do any of the specified matters on time, Douglas Theatre Arts Group Inc may



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- I. cancel this Agreement; and
- II. decline to make the Venue available to you whether or not Douglas Theatre Arts Group Inc has cancelled this Agreement.

c. You are not entitled to a refund of the Fees & Charges or any other amount paid or payable under this Agreement, even if you do not use the Venue or any services to which the Fees & Charges or other amount relate, except as expressly provided by the conditions of this Agreement.

4. Catering

- a. This Clause applies if the Event is Catered Event.
- b. The Caterer is the exclusive caterer for the Venue.
- c. You must not, and you must ensure that your guests do not:
 - i. supply your guests with any wine, spirits, alcoholic or non-alcoholic drinks, refreshments, food, confectionery or other articles or services (excluding programs and Event merchandise) at or from the Venue other than as supplied by the Caterer; or
 - ii. bring any such items into the Venue.
- d. You must confirm to Douglas Theatre Arts Group Inc by the Event Requirements Due Date specified in the Agreement Details:
 - i. the final number of persons to be catered for;
 - ii. any external catering request for approval
 - iii. details of any special requirements for your guests for approval.
- e. Unless otherwise agreed to by Douglas Theatre Arts Group Inc you must pay the full amount of the Catering Fee If required regardless:
 - i. if you do not use some or all of the catering ordered for any reason (including but not exclusively, if this Agreement is cancelled, or the Event does not proceed, or fewer than the anticipated number of Guests attend); or
 - ii. if the amount charged is greater than the amount estimated by the Douglas Theatre Arts Group Inc.
- f. The Venue is a licensed venue under the Liquor Act 1992 (“the Act”) and must comply with the terms of the Act and the liquor licence. In particular (but not exclusively):
 - i. the Caterer applies the principles of responsible service of alcohol and reserves the right to refuse service to any person including unduly intoxicated patrons, disorderly patrons and minors;
 - ii. you will not have any rights against Douglas Theatre Arts Group Inc or the Caterer arising out of the Caterer’s application of the principles of responsible service of alcohol including but not



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exclusively in relation to any service, or refusal of service, or for requiring any of your guests to leave the Venue; and

iii. the Caterer will only supply liquor in accordance with the terms of its liquor licence and in particular will not supply liquor outside the authorised trading hours for the Venue.

5. Looking after the Location

- a. You must keep the Venue in a clean and tidy condition at all times.
- b. You must ensure that you and your guests do not do any of the following things:
 - i. use any sound, lighting, electrical or other equipment or devices (other than those supplied by Douglas Theatre Arts Group Inc) without the consent of Douglas Theatre Arts Group Inc. You must ensure that any such equipment complies with any relevant Australian Standards and is used only in accordance with any manufacturers' directions;
 - ii. bring any scenery, curtains, props or flammable material of any kind to the Venue unless:
 - i. they have been fireproofed to the standard required by Queensland laws, and are maintained by you in that fireproofed condition so long as they remain at the Venue; or
 - ii. you have sought and been granted the written consent of Douglas Theatre Arts Group Inc, which consent may be granted or refused in the sole discretion of Douglas Theatre Arts Group Inc.
 - iii. do anything to overload any electricity supply to the Venue.
 - iv. damage, remove or interfere with any part of the Location or the Venue or any conveniences, appurtenances, fixtures, fittings, equipment or other things in or on the Location or the Venue.
 - v. damage, block or remove any sinks, drains, toilets or similar equipment.
 - vi. use any conveniences, appurtenances, fixtures, fittings, equipment or other things in or on the Location or the Venue other than for purposes for which they were designed and in a usual and careful manner.
 - vii. obstruct or restrict access to any designated exit (whether directly or indirectly); or
 - viii. disobey any reasonable directions or requirements of Douglas Theatre Arts Group Inc regarding noise levels (even if they are stricter than the legal or regulatory restrictions).
- c. The Location may not be used for dancing without the approval of Douglas Theatre Arts Group Inc, which approval shall not be unreasonably refused.



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6. Event Information

- a. You must promptly inform Douglas Theatre Arts Group Inc of any change to the Event Information provided to Douglas Theatre Arts Group Inc including, but not limited to, changes to any artist or any item or work to be performed. Where such a change occurs, you must undertake such further publicity at your own expense as Douglas Theatre Arts Group Inc may require. Alternatively, Douglas Theatre Arts Group Inc may elect to undertake such publicity in which case you must pay Douglas Theatre Arts Group Inc.'s costs and expenses incurred in doing so.
- b. You must advise Douglas Theatre Arts Group Inc immediately if the Event will or is likely to contain adult content or themes, nudity, coarse language and/or special effects including but not limited to haze, smoke, confetti, streamers and strobe lighting.

7. Ticket sales

- a. Unless otherwise expressly authorised by Douglas Theatre Arts Group Inc:
 - I. the sale, printing, and distribution of tickets to the Event will be conducted either by, or under the supervision and control of, Douglas Theatre Arts Group Inc, (at the election of Douglas Theatre Arts Group Inc); and
 - II. the receipts derived from the sale of all tickets will be paid directly to Douglas Theatre Arts Group Inc.
- b. If Douglas Theatre Arts Group Inc has authorised you to conduct the sale, printing and/or distribution of tickets to the Event, then one week prior to the Event you must advise Douglas Theatre Arts Group Inc in writing of the number of tickets sold and the seat locations to which those tickets pertain.
- c. Douglas Theatre Arts Group Inc will retain in trust the receipts derived from the sale of all tickets until the later of the following times:
 - I. the conclusion of the Event, or the conclusion of a single performance within the Event to which the receipts pertain (whichever occurs first), to ensure funds are available for any customer refunds required pursuant to the terms and conditions of sale; and
 - II. you have paid all sums owing Douglas Theatre Arts Group Inc whether under this Agreement or otherwise.
- d. You authorise Douglas Theatre Arts Group Inc to deduct any amount payable by you to Douglas Theatre Arts Group Inc whether under this Agreement or otherwise from the amounts collected by Douglas Theatre Arts Group Inc and which would otherwise be payable by Douglas Theatre Arts Group Inc to you.



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- e. Unless otherwise agreed by Douglas Theatre Arts Group Inc, you must withhold the House Seats specified in the Agreement Details from sale and reserve them for the use of Douglas Theatre Arts Group Inc if required.

8. Broadcasting and publication

- a. If during the Booking Period you or any of your guests display, perform, broadcast, adapt, publish or in any way use any works or material in which intellectual property rights subsist (including but not limited to copyright and moral rights):
 - I. you must ensure that the intellectual property rights are not infringed.
 - II. you must give Douglas Theatre Arts Group Inc evidence satisfactory to Douglas Theatre Arts Group Inc that you have the right to use the works or material in the manner in which you intend; and
 - III. you must pay all royalties due to the Australasian Performing Right Association or any other body in respect of the use of the works or material.

9. Advertising and merchandise

- a. You must not sell or permit to be sold any programme or merchandise relating to the Event, or conduct any advertising for the Event, without the consent of Douglas Theatre Arts Group Inc, which consent may be granted or refused at the sole discretion of Douglas Theatre Arts Group Inc.
- b. You must not display any advertising material in the Venue or surrounds without the consent of Douglas Theatre Arts Group Inc, which consent may be granted or refused at the sole discretion of Douglas Theatre Arts Group Inc.

10. Other users of the Venue

- a. Douglas Theatre Arts Group Inc. may ask you to use and ensure your Guests use a particular means of access to the Location through the Venue (for example, to coordinate the use of the Venue by multiple groups). In that event, you and your Guests must use the means of access specified by Douglas Theatre Arts Group Inc.
- b. You and your Guests must not do any of the following things:
 - i. disrupt the use of the Venue by anyone else;
 - ii. prevent other people from, or interfere with other people, accessing or using any common areas or other locations in the Venue; or
 - iii. prevent Douglas Theatre Arts Group Inc. or anyone authorised by Douglas Theatre Arts Group Inc. from entering the location for reasonable purposes during the Booking Period.



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11. Safety and security

- a. You must take reasonable steps to ensure the safety of your Guests at the Location, and the security of valuables and belongings brought onto the Location by your Guests, during the Booking Period.
- b. Smoking is not permitted in the Venue. You must ensure that neither you nor your Guests smoke in or in the vicinity of the Location.
- c. You must comply, and ensure that your Guests comply, with: Douglas Theatre Arts Group Inc's requirements and directions regarding safety and security, including but not limited to the terms of Douglas Theatre Arts Group Inc's emergency and evacuation plan; and directions given by officers of the police, fire brigade, ambulance service or security services.
- d. You must immediately notify Douglas Theatre Arts Group Inc. of any death or injury of any person in the Venue during the Booking Period upon becoming aware of such death or injury.
- e. You must not, and you must ensure that your Guests do not do any of the following things:
 - i. enter any office, storage, backstage or operational areas of the Venue which have not been previously approved.
 - ii. breach any law;
 - iii. do any act, make any omission or engage in any conduct that prejudices any insurance held by Douglas Theatre Arts Group Inc. for the Location or the Venue;
 - iv. do any act, make any omission or engage in any conduct that is or could reasonably be expected to become a public nuisance or a nuisance to Douglas Theatre Arts Group Inc. or the owner or occupier of any other premises in the vicinity of the Location or the Venue;
 - v. do any act, make any omission or engage in any conduct that could reasonably be expected to cause any licence or permit in respect of the Location or the Venue to be breached, forfeited or suspended or any renewal refused; or
 - vi. do any act, make any omission or engage in any conduct that will or could reasonably be expected to cause Douglas Theatre Arts Group Inc. to suffer any loss, damage or expense or be exposed to any liability.
- f. You must comply with, and ensure that your Guests comply with, any reasonable directions given by Douglas Theatre Arts Group Inc. about:
 - i. the number of people allowed to be on the Location;
 - ii. the use of the Location or the Venue;
 - iii. looking after the Location or the Venue; and
 - iv. the provision or completion of an incident report, and/or the provision of information required by Douglas Theatre Arts Group Inc. for the purposes of completing any such report.



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g. Douglas Theatre Arts Group Inc. reserves the right not to admit latecomers to the Event until there arises a suitable break in the Event, the timing of which will be determined in consultation with you.

12. End of Booking Period

- a. You must vacate the Location by the end of the Booking Period.
- b. At the end of the Booking Period, you must:
 - i. leave the Location in a clean and tidy condition;
 - ii. pay for any damage to the Location, Venue or any facilities or equipment that happened during the Booking Period;
 - iii. remove everything that you or your Guests have brought into the Venue during the Booking Period or in connection with this Agreement;
 - iv. leave clean any conveniences, appurtenances, fixtures, fittings, equipment or other things in or on the Venue that have been used during the Booking Period, and put them back where they were at the start of the Booking Period; and otherwise, give the Location back to Douglas Theatre Arts Group Inc. in the same condition as the Location was in at the start of the Booking Period.
- c. You agree to reimburse Douglas Theatre Arts Group Inc. for any cleaning or other costs Douglas Theatre Arts Group Inc. incurs as a consequence of any breach by you of condition 12b above.

13. Liability

- a. You use the Location, and invite your Guests and other people to the Location, at your own risk.
- b. You agree that, except in the event of negligence by Douglas Theatre Arts Group Inc. , its servants or agents, Douglas Theatre Arts Group Inc. is not liable for, and you indemnify Douglas Theatre Arts Group Inc. against, any costs, expenses, action, demand, obligation, damage, penalty or other liability of any kind (whether suffered by or against you, Douglas Theatre Arts Group Inc. or someone else) arising directly or indirectly in respect of any of the following:
 - i. your acts, omissions and conduct;
 - ii. your use of, or presence at, the Location;
 - iii. any act, omission, conduct or occurrence for which you are responsible under this Agreement;
 - iv. a fault, defect, misuse or failure of any equipment, machinery, conveniences, appurtenances, fittings, or other things brought by your or your Guests to the Venue;
 - v. a cancellation or postponement of the Event or part of the Event;
 - vi. strikes, power failures, water supply failures, acts of God, acts of terrorism, and acts of war; or
 - vii. any loss of property or personal injury suffered by any of your Guests.



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- c. You are responsible for the acts, omissions and conduct of your Guests as if they were your own acts, omissions and conduct.
- d. To the maximum extent permitted by law, if the goods or services supplied under this Agreement are subject to warranties or terms implied by statute, general law, international convention or custom:
- i. that can be excluded, restricted or modified by contract – they are hereby excluded; and
 - ii. that cannot be excluded, restricted or modified by contract – the liability of Douglas Theatre Arts Group Inc. for breach of any such warranty or term will be limited at the option of Douglas Theatre Arts Group Inc. (as the case requires) to:
 1. in the case of goods, the supply of the goods again or payment of the cost of supplying the goods again; and
 2. in the case of services, the supply of the services again or payment of the cost of supplying the services again.
- e. To the maximum extent permitted by law, Douglas Theatre Arts Group Inc.'s aggregate liability to you for any loss or damage, whether arising in contract, or as a consequence of negligence or in any other manner, will not exceed the total amount Douglas Theatre Arts Group Inc. has actually received from you under this Agreement.
- f. Douglas Theatre Arts Group Inc. will not be liable in any event (whether in contract, tort or otherwise) for any consequential, indirect, incidental, special, punitive or exemplary damages, including without limitation any loss of profits or loss or corruption of data or loss of anticipated savings, loss of goodwill or economic loss, even if Douglas Theatre Arts Group Inc. has been advised of the possibility of such loss or damage.
- g. This Agreement will be interpreted and construed and the rights of the parties will be determined in accordance with the law of the State of Queensland and in and by the Courts of Queensland.

14. Insurance

- a. You must effect and hold public liability insurance indemnifying you and Douglas Theatre Arts Group Inc.:
- i. for any legal liability with respect to personal injury or property damage arising directly or indirectly from the use of the Venue by you and/or your Guests; and
 - ii. for not less than the Public Liability Insurance Amount per occurrence during the Booking Period (or while you or your Guests are at the Venue, if outside the Booking Period).
- b. You must also effect and hold any workers' compensation insurance required by law for any person employed or engaged or to be employed or engaged by you during the Booking Period and the period of



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any licence for getting the Location ready for use during the Booking Period under this Agreement (see condition 2).

c. You must also effect and hold insurance covering you for loss or damage to any property which you bring into the Venue.

d. The insurances required by conditions 14a., 14b. and 14c. above must be on terms satisfactory to Douglas Theatre Arts Group Inc.

e. You must give Douglas Theatre Arts Group Inc. evidence satisfactory to Douglas Theatre Arts Group Inc. that you hold the insurances required by conditions 14a., 14b. and 14c. above:

- i. by the Event Information Due Date specified in the Agreement Details; and
- ii. at any other time Douglas Theatre Arts Group Inc. asks.

f. If you do not give Douglas Theatre Arts Group Inc. evidence satisfactory to Douglas Theatre Arts Group Inc. that you hold the insurances required by conditions 14a., 14b. and 14c. above by the Event Information Due Date specified in the Agreement Details Douglas Theatre Arts Group Inc. may but is not obliged to arrange such insurances at your expense. In that case you must cooperate with Douglas Theatre Arts Group Inc. by completing any required proposal forms and paying any prescribed premiums on request by Douglas Theatre Arts Group Inc.

15. Cancellation of this Agreement

a. You cannot cancel this Agreement once you have signed it. If you do not hold the Event or do not use the Location for any or all of the Booking Period, you must still make the payments that this Agreement requires you to make.

b. The following table explains when Douglas Theatre Arts Group Inc. may cancel this Agreement and the consequences of cancellation.

How this Agreement may be cancelled	Consequences of cancellation
By Douglas Theatre Arts Group Inc. giving notice before the Event Information Deadline.	You are entitled to a refund of any money you have paid as a Deposit or for Fees & Charges under this Agreement, but you do not have any other claim against Douglas Theatre Arts Group Inc., including in its capacity as Caterer if acting in such capacity.



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How this Agreement may be cancelled	Consequences of cancellation
<p>Owner giving notice, even after the Event Information Deadline or during the Booking Period, due to any of the following:</p> <ul style="list-style-type: none"> • the Location or Venue being resumed, requisitioned or required for a public purpose; • the Location or Venue being damaged or destroyed so that Douglas Theatre Arts Group Inc. considers the Location or Venue unsuitable for use under this Agreement; or • an emergency, danger of damage to people or property or other act or event outside Douglas Theatre Arts Group Inc.'s direct control as a result of which Douglas Theatre Arts Group Inc. considers the Location or Venue should not be used under this Agreement. 	<p>You are entitled to a refund of any money you have paid as a Deposit or for Fees & Charges under this Agreement, but you do not have any other claim against Douglas Theatre Arts Group Inc, including in its capacity as Caterer if acting in such capacity.</p>
<p>By Douglas Theatre Arts Group Inc. giving notice, even after the Event Information Deadline or during the Booking Period, due to a breach by you or your Guests of any of the Terms or Conditions of this Agreement.</p>	<p>You are not entitled to a refund of any money. You must still pay the Deposit, Fees & Charges, Catering Fee, any fee due for Additional Services, and any other sum that has become owing under this Agreement at the time of your breach, in full.</p>

16. Non-continuous Booking Period

a. If the Booking Period is or includes two or more non-continuous periods, this Agreement applies separately in relation to each of those periods as if they were separate Booking Periods. This means, for example, that condition 12 applies at the end of the each of those periods (not just the last one).

17. Agency

- a. For the purpose of this Agreement any action, approval, consent or discretion required to be taken or given by or on behalf of Douglas Theatre Arts Group Inc. will be sufficiently taken or given if taken or given by Douglas Theatre Arts Group Inc.'s Authorised Agent.
- b. For the purpose of this Agreement any action, approval, consent or discretion required to be taken or given by or on your behalf will be sufficiently taken or given if taken or given by the Customer's Authorised Agent.



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c. Without prejudice to any other means of giving notice any notice given under this Agreement shall be sufficiently given:

- i. to you if addressed to you or the Customer's Authorised Agent and served personally on you or the Customer's Authorised Agent or if forwarded by prepaid post or facsimile or email in accordance with the Agreement Details; and
- ii. to Douglas Theatre Arts Group Inc. if addressed to Douglas Theatre Arts Group Inc. or Douglas Theatre Arts Group Inc.'s Authorised Agent and served personally on Douglas Theatre Arts Group Inc. or Douglas Theatre Arts Group Inc.'s Authorised Agent or if forwarded by prepaid post or facsimile or email in accordance with the Agreement Details.

18. Privacy

a. Douglas Theatre Arts Group Inc. may collect your personal information so that we can administer your request to book the Location at the Venue for your event. We will not disclose your personal information to any other person unless we are required to by law or you have given your consent.

b. By completing and signing this form and returning it to Douglas Theatre Arts Group Inc., you give us your consent to manage your personal information in the manner described in Douglas Theatre Arts Group Inc.'s Privacy Statement and in this Agreement.

c. Douglas Theatre Arts Group Inc. respects the privacy of all customer and business contacts and is committed to compliance with the Information Privacy Principles (IPPs) in the Information Privacy Act 2009 (QLD).

d. When collecting personal information from third parties Douglas Theatre Arts Group Inc. will provide the third parties with the choice to opt-in to having their personal information shared with you. Douglas Theatre Arts Group Inc. will only provide a third party's personal information to you if the third party has consented to the data being shared, and on condition that you undertake to comply with the IPPs. In that case:

- i. the third party's personal information may only be used for the purpose for which the personal information was disclosed to you by Douglas Theatre Arts Group Inc., and for which the third party has provided their consent;
- ii. you will not disclose the personal information to anyone unless Douglas Theatre Arts Group Inc. has provided express consent for such disclosure to occur;
- iii. Douglas Theatre Arts Group Inc. will only provide such consent when the third party has provided such consent to Douglas Theatre Arts Group Inc.; and
- iv. you will include a prominent opt-out option on any promotional material sent to third parties obtained through personal information provided by Douglas Theatre Arts Group Inc. This applies



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to promotional material in any form, or any other material, whether through traditional print media or through electronic communication, or through any other means.

19. Definitions

- a. **Additional Services** means goods or services provided by Douglas Theatre Arts Group Inc. to the Customer and/or used by the Customer for which no fee, charge or method of calculation of a fee or charge is set out in Douglas Theatre Arts Group Inc. 's Schedule of Fees and Charges as in effect from time to time.
- b. **Agreement** means the Agreement Details and the Terms and Conditions.
- c. **Agreement Details** means the details set out under the heading Agreement Details in this Agreement.
- d. **Booking Period** means the booking period specified in the Agreement Details.
- e. **Caterer** means the person or entity appointed or approved by Douglas Theatre Arts Group Inc. to provide catering services at the Venue (or if there is no such person or entity, means Douglas Theatre Arts Group Inc. itself) and also includes any person who holds a liquor licence for the Venue (which may be Douglas Theatre Arts Group Inc. itself).
- f. **Catered Event** means an Event at which you intend for you or your Guests to:
 - i. supply or be supplied with wine, spirits, alcoholic or nonalcoholic drinks, refreshments, food, confectionery or other articles or services (excluding programs and Event merchandise) at or from the Venue; and/ or
 - ii. bring any such items into the Venue.
- g. **Catering Fee means:**
 - i. the sum charged by the Caterer to you or to Douglas Theatre Arts Group Inc. for the for the supply of all catering goods and services ordered by you or provided to you for the Event; less
 - ii. the Catering Prepayment you have paid.
- h. **Catering Prepayment** means the greater of the following:
 - i. the Catering Fee;
 - ii. the Caterer's estimate of the Catering Fee; or
 - iii. Douglas Theatre Arts Group Inc.'s estimate of the Catering Fee.
- i. **Catering Requirements** means confirmation of the number of serves and type of catering required.
- j. **Customer** means the customer specified in the Agreement Details.
- k. **Customer's Authorised Agent** means the customer's authorised agent specified in the Agreement Details.



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- l. **Event Information** means the information sought in any questionnaire, form or other request by Douglas Theatre Arts Group Inc. requesting details of the Event including but not limited to the setup, catering and ticketing requirements for the Event.
- m. **Event Prepayment** means the amount shown in the Agreement Details if it is indicated there that an Event Prepayment is payable. (Any Event Prepayment paid is credited against the final account.)
- n. **Event** means the event specified in the Agreement Details.
- o. **Fees & Charges** means the aggregate of the amounts chargeable under the Schedule of Fees and Charges as in effect from time to time, for the hire or use of the Location and the other services and facilities that you or your Guests use or which are provided at your or your Guests' request. A copy of the current Schedule of Fees and Charges is attached to this Agreement for guidance purposes only.
- p. **Guests** means Event ticketholders, Event attendees, your members, officials, staff, volunteers, contractors, guests, invitees, visitors and other persons you allow or invite into the Location whether expressly or impliedly.
- q. **Location** means the part of the Venue specified in the Agreement Details.
- r. **Douglas Theatre Arts Group Inc.'s Authorised Agent** means the Douglas Theatre Arts Group Inc.'s Authorised Agent specified in the Agreement Details.
- s. **Public Liability Insurance Amount** means the public liability insurance amount specified in the Agreement Details.
- t. **Venue** means the Douglas Theatre Arts Group Inc. facility the Clink Theatre
- u. **we/us** means Douglas Theatre Arts Group Inc.
- v. **you/your** means the Customer.