

1. OUR PAYMENT AND SECURITY POLICY

Bookings placed at the Mackay Entertainment & Convention Centre require an initial security deposit of \$1,000 within 30 days of the issue of the letter of offer.

After the initial deposit, additional security may be required as follows:

- 35 percent of total room hire charges
- 25 percent of total anticipated charges - food and beverage and technical services

If the security deposits are not paid within the specified period upon request, the space(s) may be released and any security deposit monies paid will be applied as a cancellation fee.

As the total charge is not known until the end of the event, all money outstanding is payable within 30 days of the tax invoice, as in Clause 6 of the Credit Application and Terms of Trading Agreement.

Payment of final accounts by credit card will incur an administration fee.

2. OUR PAYMENT AND SECURITY DEPOSIT POLICY FOR TECHNICAL SERVICES

The hirer is responsible for all costs and associated taxes, including GST, incurred by agents and/or contractors. Where it is requested that the Centre invoices an agent or contractor, the hirer must guarantee payment in writing. The Centre agrees to provide equipment and services as detailed in the Technical Services Agreement, which must be signed by the hirer and returned to the Centre no later than three working days before the event.

Changes and additions to equipment or services within three working days of the event will attract a 10 percent surcharge on the GST exclusive price.

3. CANCELLATIONS, POSTPONEMENTS, REDUCTION OF SPACE

If an event is cancelled, the initial security deposit and any additional security deposits will be applied as a cancellation fee unless the space booked is completely

resold. If the booking is postponed and the same event is to be held within six months of the original booking, all the security deposits paid may be transferred. Should suitable dates not be available for the postponed event all security deposit money will be applied as a cancellation fee.

Once the booking has been transferred an additional 25 percent security deposit of total anticipated charges will be requested within 14 days.

Should cancellation occur later, all money paid will be taken as a cancellation fee.

If the booking is reduced in room space or number of venues, the security deposits relating to the portion of the booking change will be applied as a cancellation fee.

Any areas cancelled two to three months before the original date of the event will incur one day's room hire on each area. Cancellation one to two months before the original date of the event will incur two day's room hire on each area, and cancellation within the month will incur three day's room hire. A cancellation fee will apply to any dates released within 12 months of the event.

4. SECURITY DEPOSITS REFUNDABLE- CONFERENCES / BANQUETS / STANDALONE EXHIBITIONS AND TECHNICAL SERVICES

The Centre will hold all deposits in trust on behalf of the client/hirer. It will not treat this money as consideration until the deposits are applied towards payment at the end of the event/hiring period or are forfeited and applied towards a cancellation fee. Refer to Clause 3 - Cancellation/Postponement.

5. GOODS AND SERVICES TAX AND WINE EQUALISATION TAX

Where applicable, the Mackay Convention and Exhibition Centre reserves the right to increase the price by the amount of any GST or any other taxes such as WET.

6. VENUE ALLOCATION

When necessary, the Centre reserves the right to reallocate any event to another venue within the Centre.

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7. VENUE RESETTING

A reset of rooms will incur an additional fee.

8. CATERING

- The Centre has facilities to provide catering for up to 2200 persons.
- A minimum number of guests for all catered functions is required two months in advance.
- Should the final number be lower, a minimum charge of 80 percent of the guaranteed number may be levied. Wherever possible, all food and beverage requirements must be confirmed two months before the event.
- The Centre must be advised in writing of all final guaranteed minimum numbers for each catered event by 12 noon three working days prior to the start date of the event. This total will be regarded as the minimum guaranteed number and will be invoiced accordingly unless it is later increased through prior arrangement with the catering department and may incur a surcharge.
- A surcharge will apply on the total amount of food and beverage for stand-alone events on public holidays.
- Functions for less than 30 people may incur a room hire charge.
- After 12 midnight, a surcharge is applicable.
- The Centre retains the right to provide all catering. No food or beverage may be brought onto the premises.
- Should an exhibitor wish to distribute samples only of their manufactured product, prior approval must be sought in writing.
- Minimum number for outside catering is 30 people or a delivery charge may apply.

9. REGISTRATION SERVICE

Reception staff can be provided for registration of delegates.

Charges apply (minimum of 3 hours):

- Functions for 50 people and under - POA per hour for each staff member
- Functions over 50 people - POA

10. SOUND LEVELS

For the comfort of all guests in all venues, the Centre has determined that the maximum sound pressure level permitted in any room shall not exceed:

- 92dba at any accessible location in the room, as

measured by the Centre's technical staff.

- A level which may disturb any guests in that room or clients and their guests using any other room in the Centre.

11. EQUIPMENT

Technical equipment will be supplied by the Centre and operated during the event by Centre staff. The Centre reserves the right to supply all audio-visual and lighting equipment the customer may require in the Centre. This condition is also applicable to any contractor appointed by the customer.

12. POWER USAGE FEES

A fee is applicable for electricity usage by equipment not hired through the Centre. This fee is based on the maximum draw of current from the supplied outlet. It covers power usage from the standard available architectural outlets.

Labour charges may also apply where further distribution of electricity supply is required. All three-phase and 'hard wiring' electrical work must be carried out by the Centre's electrical staff.

13. ELECTRICAL MINIMUM STANDARD

Any electrical equipment entering the Centre must comply with the Queensland Occupational Health, Safety and Welfare Act, and with the Australian Standards.

The outward sign of compliance with the Act will be the equipment's electrical test tag to AS3760. Electrical equipment without a test tag cannot be used in the Centre.

Detachable power cords, such as IEC leads, extension leads and power boards, need to be tested independently.

The Centre's technical staff may inspect all equipment, fittings or materials brought into the Centre. If any such equipment, fittings or materials are deemed not to be safe, they shall be removed from the Centre immediately at the expense of the person who brought them in.

All exhibition lighting is shut down overnight and during other periods of inactivity. Therefore the exhibition builder must segregate power and lighting circuits.

A final floor plan with positioning of all electrical outlets must be forwarded to the Centre for approval no later than three working days before the event.

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14. RADIO TRANSMITTING DEVICES

To control radio interference between events, the Centre restricts the use of radio transmitting devices.

Permission to use radio transmitting devices must first be sought in writing from the technical services department. The radio frequencies of any radio transmitting must be submitted to the technical services coordinator.

The Centre reserves the right to disallow the use of any radio transmitting device that may interfere with any radio equipment anywhere in the Centre.

15. EXHIBITION SETUP

The Centre recommends a minimum of 48 hours for set up of large exhibitions that may involve custom designed stands.

16. STAND / EXHIBIT / DISPLAY PERIMETER

Strict fire regulations demand that all display material, furniture and selling aids must be kept within the perimeter of your stand.

Any materials used for stand construction, display purposes or theming should conform to the following standards:

- non-combustible material
- self extinguishing plastic material
- inherently non-flammable material
- flame proof fabric
- plywood, hardwood, pulpboard or fibreboard rendered 'flame resistant' by an acceptable process of impregnation.

17. FLOOR PLANS

All floor plans not drawn up by the Centre are subject to approval by the Centre before publication or issue. Floor plans must indicate any obstruction to aisle ways, and must be to scale. Any amendments to the approved plans must be re-submitted for approval. The Centre can accept plans in electronic AutoCAD, DWG or DXF format.

18. STORAGE

Storage facilities are not available. Material for packaging, crates, boxes and so on should be removed from stands before exhibition open hours and disposed of by the hirer. A fee for rubbish removal will be levied as necessary

19. INSURANCE

The Centre maintains public liability and property damage policies.

However, hirers/organisers are financially responsible for any injury or damage to property during the event or for any storage of properties prior to or after the event. Therefore it is necessary for hirers/organisers to arrange their own insurance cover for property damage and public liability, where it could be considered their liability.

It is the hirer/organiser's responsibility that these insurance requirements are made known to all exhibitors. It is the responsibility of people bringing equipment, fittings or materials into the Centre to insure themselves.

The person responsible for bringing any item into the Centre that causes damage to the Centre or injury or damage to any other property or person, either directly or indirectly, will be held responsible for that damage or injury.

20. CARE OF VENUE

No attachment, fitting, fixture or defacement is to be made to the flooring, ceilings or the internal or external walls of the building. No ladder or other device whatsoever is to be affixed to, or suspended from, any overhead structure without consent.

No nail, screw or other device can be driven into, nor are holes to be made, in any part of the building.

21. DISCLAIMER

The Centre will not accept responsibility for damage or loss of goods and chattels left in the Centre before, during or after an event. All clients' goods and chattels must be claimed and removed from the Centre immediately after the event.

The Centre reserves the right to inspect vehicles leaving the Centre during the bump in/bump out of an event.

22. FIRE REGULATIONS

Any Centre user and any person acting on their behalf or in their employ must not do or require to be done anything that is contrary to the laws and regulations with respect to the Places of Public Entertainment Act and the Liquor Licensing Act of Queensland.

All equipment, fittings or materials that any user of the Centre brings into the Centre shall be fire proof or made of fire resistant materials.

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Users of the facilities may not bring anything of an explosive nature into the Centre.

No equipment, fittings or materials may be placed in any aisle way or in such a position that obstructs or restricts the access to any designated exit.

All equipment, fittings or materials to be brought into the Centre must be free of any defects that might cause damage to the Centre.

Where it is necessary for highly flammable material such as petroleum products and cooking oil to be used in the Centre, permission to use such material must be sought by written application to the Centre. The application must be made not less than 30 days before the first day of occupation of the Centre.

If permission is granted the Centre will provide, at the user's expense, a fireman when the building is occupied either by the general public, invited guests or conference delegates.

23. NO SMOKING

The entire Centre is a non smoking facility. Areas outside are specifically designated for smoking

24. CLEANING

General cleaning is included in the room hire. Additional cleaning charges may be incurred where an event has created cleaning requirements to be over and above normal general cleaning.

25. USHERS

Ushers are required for all events within the Plenary Halls. Depending on the nature of the event, ushers plus security staff may be required. Ushers are required to assist in managing seating arrangements for all patrons and also assist security staff in an emergency situation.

All ushering staff are provided by the MECC, with costs on charged to the client. The ratio for ushering staff is 1 usher per 200 guests. Your event planner will discuss the specific requirements for your event with you.

26. SECURITY

Should Centre Management deem security be required, trained guards are available at an hourly rate – with a minimum four hours. Outside security companies are not permitted.

27. MERCHANDISING

Clients wanting to sell items of merchandise in the Centre are required to make arrangements through the Centre's Box Office & Administration Coordinator.

28. WORK PLACE HEALTH, SAFETY AND WELFARE

The customer and contractors and servants of the customer agrees to comply with all Queensland Government's work place health, safety and welfare requirements. The Centre reserves the right to refuse entry to the agent or contractor if these conditions are not fully complied with.

29. PUBLIC TICKETED EVENTS

Arrangements for public ticketed events will be in accordance with Centre policy and guidelines for sales of tickets to a public event.

30. MEDICAL SERVICE/ EVENT FIRST AID

Centre staff are able to provide first aid assistance during events and should have first aid kits available. When an injury has occurred within the area covered by your hire, an incident report must be completed by your event staff and a copy provided to the MECC staff.

31. EMERGENCY

In case of emergency you should contact MECC's venue staff. There are two types of emergency alarms:

- BEEP BEEP BEEP – alert alarm. Advises of possible danger. No action is required other than by fire wardens
- WHOOP WHOOP WHOOP – evacuation alarm. Everyone must leave the building and move to the nearest evacuation assembly points.

MECC's site induction process provides further information on the centre's emergency and evacuation procedures. You should ensure that all your event staff and contractors are familiar with the centre's emergency exits, fire fighting equipment and evacuation assembly points.

32. AERIAL ACTIVITIES / STUNTS / SPECIAL EFFECTS

People performing work such as a stunts or special effects integral to a show / function / event must have written authorisation from the Centre.

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