

## Host Venue Terms and Conditions – triple j's Hottest 100 of Australian Songs Listening Party

By submitting your Venue for consideration as the host venue of the **triple j's Hottest 100 of Australian Songs Listening Party**, You (meaning the Venue Operator) agree that if your Venue is selected by the ABC as the host venue of the **triple j's Hottest 100 of Australian Songs Listening Party**, to be bound by the Terms and Conditions set out below.

Notwithstanding the legally binding nature of these Terms and Conditions, You agree that if requested by the ABC, You will enter into a separate host venue agreement that will also incorporate these Terms and Conditions.

The parties (meaning You and the ABC) hereby acknowledge and agree as follows:

### 1. Licence to Use Venue

The Venue Operator grants to the ABC a licence and authority to use the Venue and its facilities for the purpose of conducting the **triple j's Hottest 100 of Australian Songs Listening Party** on **Saturday 26 July** between **7pm AEST** and **11pm AEST**. The Venue will be open to the general public for the duration of this period.

These Terms and Conditions do not create a tenancy or any other relationship between the ABC and the Venue operator other than that of licensee and licensor.

### 2. Venue Operator obligations

The Venue Operator agrees it is responsible for:

- i. all of its personnel, agents, contractors, equipment and the Venue;
- ii. the use and operation of the Venue including patrons within the Venue, operation of the Venue's bar and engagement of adequate security during the hire period for the **triple j's Hottest 100 of Australian Songs Listening Party**;
- iii. providing at no cost to the ABC a suitable location within the Venue for the **triple j's Hottest 100 of Australian Songs Listening Party**, including all necessary DJ and audio amplification equipment, for the duration of the **triple j's Hottest 100 of Australian Songs Listening Party** period;
- iv. ensuring that the Venue and all facilities are maintained in a condition which is safe and appropriate for use by the ABC for activities conducted as part of the **triple j's Hottest 100 of Australian Songs Listening Party**;
- v. ensuring compliance with all workplace health and safety laws and regulations pertaining to the Venue;
- vi. ensuring that the Venue is clean;
- vii. holding current and appropriate liquor licences, all necessary certifications required to operate under applicable local and state laws, and valid public liability insurance. Copies of these documents must be provided to the ABC upon request.

Regarding any liability arising in relation to these Terms and Conditions, a party's liability to the other is to be reduced proportionally to the extent that any negligent, reckless, wilful or wrongful act or omission of that other party contributed to the relevant personal injury, death, loss, expense or damage giving rise to the liability.

The parties agree to comply with all laws applicable to these Terms and Conditions.