

General Conditions of Hire applicable to all Venues

INTERPRETATION

- 1.1 In these Conditions, unless otherwise specified:
- (a) 'Agreement' means this agreement for hire including the documents referred to in clause 2.2.
 - (b) 'Bond' means the sum payable in accordance with clause 3.5, or if no bond is payable, the Hiring charge.
 - (c) 'Enquiry Form' means the completed and signed Enquiry Form attached to this hiring agreement.
 - (d) 'Event' means the event held or activity conducted by the Hirer for the Hiring Purpose at the SOPA Complex during the Hiring Period;
 - (e) 'Facilities/Venues' means the part of the QC Complex and any fixtures, fittings, equipment and services specified on the Enquiry Form.
 - (f) 'Hirer' means the person or association referred to on the Enquiry Form and includes a member or members or any invitee thereof.
 - (g) 'Hiring Period' means the period or periods specified on the Enquiry Form.
 - (h) 'Hiring Purpose' means the purpose specified on the Enquiry Form.
 - (i) 'Liability' means any cost, expense, liability, obligation, claim, suit, action, demand, loss, damages.
 - (j) 'Manager' means and includes an assistant or acting manager and any duly authorised or designated officer of the SOPA.
 - (k) "Off-Peak & Peak" meaning the time of day booked being "Off-Peak" is Monday to Friday before 5pm; "Peak" is Monday to Friday after 5pm, weekends, Public Holidays and School Holidays.
 - (l) 'Operator' means QC or any other authorised operator from time to time
 - (m) 'Operator's Costs' means the costs referred to in clause 3.4.
 - (n) 'QC' means Sydney Olympic Park Authority as owner of the Quaycentre, Sydney Olympic Park Hockey Centre & Sports Halls.
 - (o) 'QC Complex' means the land and improvements within the boundary of the venue the subject of this Agreement, being one or more of the Quaycentre, Hockey Centre and Sports Halls located at Sydney Olympic Park NSW.
 - (p) 'Venue Hire' means the sum payable in accordance with clause 3.3

AGREEMENT FOR HIRE

- 2.1 Subject to the payment of monies by the Hirer to QC, as specified in these conditions, QC will hire the Facilities to the Hirer for the Hiring purpose during the Hiring Period.
- 2.2 These conditions, the Enquiry Form and the scale of fees are the entire agreement between the parties.
- 2.3 The agreement is not binding on QC until the Enquiry Form has been signed by the Hirer, accepted by the Manager and any payment completed. If payment is not required by QC, the acceptance of a signed Enquiry Form by the Manager acknowledges the agreement.

VENUE HIRE CHARGE

- 3.1 Setting of Venue Hire Charge Off-Peak & Peak
- (a) If the Venue Hire is described on the scale of fees as fixed, the amount is the Venue Hire payable.
 - (b) If the Venue Hire is described in the scale of fees as indicative, the amount shown is the minimum Hiring charge and may be increased by the Manager in accordance with rates determined from time to time by QC. The Venue Hire payable will be the total of the minimum Hiring charge and any additional Operators Costs amount.
 - (c) The Venue Hire does not include costs associated with meeting specific standard competition requirements. Items such as surveys, support infrastructure, audio-visual props, and activity equipment will be nominated in the Operators Costs

- 3.2 Venue Hire
The Venue Hire charge is to be paid to QC at least 14 days before the Hiring Period or if the application is submitted later than 14 days before any hiring period, at the time of submission.
- 3.3 Operator's Costs
Any Costs provided relating to cleaning, security, lighting, staff, line marking, hire equipment and the setting up and dismantling of equipment are estimates based on information provided by the Hirer. These costs, known as 'Operator's Costs', are in addition to the venue hire charge and are payable by the Hirer at the time of booking.
If those costs are exceeded, the Hirer is liable to pay the amount of the excess to QC as the Operator's Costs.
- 3.4 Bond
(a) The Hirer may be required to pay the Bond shown on the application form to QC at least 21 days before the Hiring period or if the Enquiry Form is submitted later than 21 days before any Hiring Period, at the time of submission. The Bond will be applied by QC towards the Operator's Costs. If the Bond is less than the Operator's Costs the Hirer will pay the difference on demand. If the Bond is more than the Operator's Costs, QC may apply the balance to meet any liability of the Hirer under Clause 8, but otherwise will refund it.
- 3.5 If the Hirer does not pay the Venue Hire charge, Operator Costs or Bond as stated in clauses 3.2, 3.3 and 3.4 then the Hirer shall be deemed to have cancelled the hiring under Condition 4.
- 3.6 Goods and Services Tax
Unless otherwise provided in this Agreement, all amounts paid or payable under this Agreement are exclusive of any GST, which may be applicable. To the extent GST is applicable to any amount paid or payable in respect of a taxable supply made under or in connection with this Agreement, the party obliged to pay for the taxable supply must pay an additional amount equal to the GST payable on or for the taxable supply, subject to that party receiving a valid tax invoice for GST purposes in respect of the supply at or before the time of payment. Payment of the additional amount will be made at the same time as payment for the taxable supply is required to be made.

CANCELLATION BY HIRER

- 4.1 The Hirer may cancel the hiring by giving to the Manager a notice in writing of his/her intention to cancel the hiring.
- 4.2 If the Hirer cancels the hiring before the Hiring period QC will retain payment unless extenuating circumstances prevail and QC will reserve the right to retain a percentage of the payments for expenses incurred. Extenuating circumstances will be determined at the discretion of the Manager.

CANCELLATION BY QC

- 5.1 QC may cancel the hiring at any time if in its reasonable opinion:
- (a) a Facility is unfit for use during the Hiring Period; or
 - (b) a Facility has been unduly damaged by the Hirer or its servants, contractors, agents and invitees during the hiring period;
 - (c) the Hirer fails to comply with the conditions of this Agreement;
 - (d) a Facility is required to be closed by direction from any government or regulatory authority, or if required by any law.
 - (e) a major event occurs.
- 5.2 QC may cancel the hiring at any time up to 45 days prior to the hiring period if in the reasonable opinion of QC the Facility or surrounds is required for the staging of a competition or Event involving elite athletes or commercial interests during the Hiring Period.
- 5.3 Where QC cancels the hiring (other than in circumstances referred to in clause 5.1 (b, c & e). Monies paid by the Hirer to QC will be repaid to the Hirer.
- 5.4 QC will not be liable for any loss or damage arising out of cancellation of the hiring by QC or the scheduling of major events.

- 5.5 If QC cancels the hiring pursuant to this clause (other than in circumstances referred to in clause 5.1 (b & c) QC will consult with the Hirer in an endeavour to reach agreement on an alternative Hiring Period suitable to both parties.

HIRER'S OBLIGATIONS

6.1 The Hirer must:

- (a) maintain during the Hiring Period:
- (i) broadform (public and if applicable product) liability insurance for not less than \$20,000,000 per occurrence in respect of its obligations under this agreement. Excesses/Deductibles or self-insured retentions must be noted on certificates. All insurance must be underwritten by an insurer authorised by APRA (Australian Prudential Regulation Authority), and/or carry a minimum Standard and Poors rating of BBB+ or the equivalent rating by another recognised rating agency;
 - (ii) statutory workers or accident compensation insurance in respect of any person engaged by the Hirer on or at the QC Complex during the Hiring Period; and
 - (iii) any other insurance reasonably required for a similar Event (for example, motor vehicle, or perishable food for the loss of stock due to refrigeration breakdown or power failure), and the Hirer must provide a certificate of currency for insurance when requested by QC or its agent.
- (b) obtain all necessary consent from all persons interested in the copyright or performing rights of any matter used by the Hirer;
- (c) pay such further charges as determined by the Manager on demand if;
- (i) any part of the QC Complex other than the Facilities hired are used by the Hirer;
 - (ii) the Facilities are used by the Hirer outside the Hiring Period;
- (d) obey any and all instructions given by the Manager as to use of and access to and from the Facilities;
- (e) supervise and control all competitors and officials and restrict spectators to areas designated by the Manager for their use;
- (f) leave the Facilities including forecourt, spectator areas, car park, grassed areas, changing rooms, toilets, showers, equipment rooms and all other areas in a clean and tidy condition;
- (g) permit the Manager or any person authorised by him to enter the Facilities at any time for the purpose of reasonable inspection;
- (h) ensure all participants and officials are appropriately attired, especially with regard to footwear. Non-marking footwear only is allowed on all sports floors.
- (i) arranging appropriate first aid services/supplies for competitors and all other persons involved in, or associated with, the booked Activity;
- (j) conducting relevant risk assessments for the activities planned and arranging controls pertaining to those risks.
- (k) reporting any accident or injury occurring at the Facility during the period of hire. The Hirer undertakes to inform SOPA staff immediately of any incident and to cooperate with staff in completing any documentation required; supervision and control of participants and officials and restriction of spectators to designated areas;

the Hirer, its employees, agents, contractors or invitees shall comply with all parking regulations and the directions of staff in the parking areas controlled by SOPA. Parking availability is limited and no assurances of availability can be made especially in peak times.

(l) the Hirer shall be responsible for notifying its employees, agents, contractors, participants and invitees of the parking available within Sydney Olympic Park and all associated charges, regulations and restrictions.

(m) Prohibit conduct of campfires, hunting activities, horse riding, golf and/or model aerospots activities.

(n) Adhere to any conservation, environmental or heritage obligations attached to the venue.

6.2 The Hirer must not without the approval in writing of the Manager, (such approval not to be withheld unreasonably):

- (a) use the Facilities for any purpose other than the Hiring Purpose;
- (b) allow any person not subject to the direction and control of the Hirer to use the Facilities;

- (c) use any electronic equipment including scoreboards and timing equipment that is not the property of QC;
- (d) bring, or permit to be brought, into the QC Complex any alcoholic beverage; Management reserves the right to refuse entry, any patrons under the influence of alcohol or drugs will not be permitted into the centre.
- (e) re-hire, sub-let or licence the Facilities, or any part of them to any person;
- (f) use any part of the QC Complex other than the Facilities;
- (g) alter, penetrate, move or remove any fixture, fitting or furnishing of the Facilities or the QC Complex;
- (h) bring, or permit to be brought into the QC Complex any animal; guide dogs excepted.
- (i) erect or display within the QC Complex any advertisement without the prior written approval of the Manager given not less than seven (7) days prior to the commencement of the Hiring period or erect or display such advertisement contrary to any condition reasonably imposed by the Manager;
- (j) erect or display within the QC Complex any advertisement or signage which in any way obstructs or impedes the clear vision of any existing advertising or signage;
- (k) move, alter or damage any existing advertisement or signage;
- (l) permit radio or television broadcast, motion pictures or other film, recording of audio or video tapes made of any activities or Events in the QC Complex;
- (m) conduct any game of chance, or mixed chance and skill, sweepstake or lottery in or adjacent to the QC Complex; or take any collection in or adjacent to the QC Complex
- (n) bet or wager, or permit any person to bet or wager in or adjacent to the QC Complex, or do so contrary to any condition imposed by the Manager;
- (o) erect any marquee, awning, hut, stall or similar structure in or adjacent to the QC Complex or do so contrary to any condition imposed by the Manager;
- (p) sell, offer or expose for sale or permit to be sold, offered or exposed for sale any other goods or any service;
- (q) use equipment belonging to QC not included in this hire agreement;
- (r) use high voltage cables or equipment;
- (s) use virtual signage technology for any televised Events at QC;
- (t) bring, or permit to be brought, into the QC complex any chemical or dangerous goods.

6.3 The Hirer shall not hawk, sell or merchandise any item whatsoever in the QC Complex without the prior written approval of the Manager given not less than seven days prior to the commencement of the hiring period.

6.4 QC provides a fully catered venue. Unless approved by the Manager, the use of external catering is not permitted and the Hirer must not bring and must not permit any food or beverage to be brought into the Centre. When ordering QC catering menu items the Hirer is to refer to the QC catering order form information and conditions.

6.5 All persons entering Quaycentre and Hockey Centre are advised that:

- a) They are entering licenced premises and it is an offence to bring liquor onto the premises.
- b) Intoxicated persons will be asked to leave the premises
- c) It is an offence for minors to purchase and consume liquor.
- d) It is an offence to purchase liquor for, or supply liquor to, minors
- e) Persons supplying liquor to minors will be reported to the Police and penalties apply under the Liquor Act 2007.

Alcohol cannot be sold or consumed at the QC complex without written permission by the Manager.

6.6 A number of activities can be held in the adjacent venue at one time. Clients are advised that the noise from these activities may be distracting and operational arrangements may occur.

6.7 Spectators are permitted to take photos of their own family and friends, however, please respect the privacy of other patrons, in particular children, by not taking photos of them. Commercial photography or filming must be organised in advance

PHOTOGRAPHY FILMING AND AUDIO RECORDING

- 7.1 (a) SOPA has the right to record images (with or without audio) of the Activity for the purposes of staff training or for use in marketing and public relations material at any time. Images are recorded in accordance with the Image Commission and Use Policy and the Privacy Management Plan, copies of which are available on SOPA's Website.
- (b) While the Hirer at all times owns the copyright for all images recorded by SOPA, the Hirer agrees:
- (i) to not assign such copyright to a third party without first obtaining the written consent of SOPA which such consent will not be unreasonably withheld ; and
 - (ii) that SOPA may reproduce short extracts of the Licensee's images for the purposes of joint promotions between SOPA and the Hirer, or for staff training or for use in marketing and public relations material. The Hirer agrees that use of the Hirer's images in accordance with this clause will not be a breach of the Copyright Act 1968 (Cth) and related regulations, as amended from Time to time.
 - (iii) the provisions of this paragraph 13(b) survive the termination of this Agreement and override the provisions in any separate release form for the Hirer to supply SOPA of the Hirer's images.
- c) The Hirer is required to advise SOPA of any commercial broadcast arrangements likely to impact on the activity schedule.
- d) The Hirer is responsible for the attainment of all licences, fees and permits for the playing of recorded sound including APRA (Australian Performing Rights Association) and PCCA (Phonographic Performance Company of Australia Ltd). SOPA is not responsible for any breach associated with non-compliance in relation to these requirements. SOPA may require proof of such compliance.

FITNESS FOR HIRING PURPOSES

- 8.1 The Hirer agrees that they are satisfied the Facilities are fit for the hiring purpose, and acknowledges that the QC does not warrant that the Facilities are fit for the Hiring Purposes. QC acknowledges its obligation to meet statutory requirements in providing facilities to the hirer.
- 8.2 QC, at its sole discretion and without notice shall retain the right to close or withdraw a venue area (or part thereof) from use. This decision is final and not negotiable. The decision to close a venue, or part thereof, shall be based on, but not limited to, the following:
- (a) the potential for hirer injury;
 - (b) the activities being undertaken and the potential for damage to the sporting surface;
 - (c) the weather forecast;
 - (d) the condition of the venue when inspected.
- 8.3 QC will endeavour to inform hirers of any venue, or part thereof, closure as soon as is practicable to do so.
- 8.4 Any Hirer found using a venue, or area of a venue that has been closed or withdrawn from use may be held liable for any costs associated with the repair of any damage to the venue as a result of such use. In addition any current or future hire agreements with a hirer (that ignores advice that a venue is closed) may, at QC's sole discretion be terminated, refused or have additional levies applied.
- 8.5 A refund for fees paid may be issued if the venue or part thereof are closed or withdrawn from use depending on the individual circumstances surrounding the closure. The applicability and extent of such a refund will be at QC's sole discretion. QC will not otherwise be liable for any loss costs and expenses incurred by the Hirer if the grounds are closed or withdrawn from use under this clause.
- 8.6 SOPA advises patrons, who use the facilities for recreational activities, of the reduction in its duty of care provided under the Civil Liabilities Act 2002. This advice is displayed on signage at each facility as follows: Risk Warning under Section 5M of the Civil Liability Act 2002: Players, spectators, officials and all other visitors are warned that the recreational activities in these facilities involve the risk of injury.

DAMAGE TO QC COMPLEX

- 9.1 If requested by QC, the Hirer agrees to pay to QC on demand the cost of repairing or making good any damage to the QC Complex or the loss of any equipment arising out of or incidental to the hiring.

INDEMNITY AND RELEASE

- 10.1 To the extent permitted by law and unless such loss, damage, injury or death arises from the negligent act or omission of the QC, the Operator, and the Sydney Olympic Park Authority and its employees agents and contractors, together called the 'Indemnified', The Hirer will indemnify and keep indemnified the Indemnified, against any Liability suffered or incurred by any of the Indemnified or arising from any claim, suit, action or proceeding by any person against any of the Indemnified to the extent that such Liability was caused or contributed to by:
- (a) the death of or injury to any person (including injury or illness caused to any person at the QC Venues during the Activity) or loss of or damage to property (including property or equipment hired and brought into the QC Complex by the Hirer for the Activity) which may be suffered or sustained in or at the QC Complex during the Hiring Period; and
 - (b) the failure of any services to the QC Complex, or damage to or failure of any Equipment brought into the QC Complex by the Hirer;
 - (c) any default by the Licensee or its employees, agents and contractors and their contractors in relation to this hiring agreement;
 - (d) the Hirer not proceeding with the Activity or any performance or activity relating to the Event;
 - (e) the occupation and use of the QC Complex by the Hirer and its employees agents and contractors during the Hiring Period (or any other part of land owned by QC at Sydney Olympic Park that is used by the Hirer to gain access to and from the QC Venue or in the exercise of the Hirer's rights under this hiring agreement,
 - (f) to the extent permitted by law and unless such loss, damage, injury or death arises from the negligent act or omission of the Indemnified.
- 10.2 The Hirer uses the QC Complex during the Hiring Period at its own risk. Except to the extent to which such liability is caused by the negligence of QC or its employees agents and contractors, and to the extent permitted by law, the Hirer releases QC and its employees agents and contractors from all Liabilities in relation to:
- (a) any default by the Licensee or its employees agents or contractors under this agreement;
 - (b) use of the QC Complex during the Hiring Period; and
 - (c) the death or injury to any person and damage to or loss of any property (including the QC Complex) which may, during the Hiring Period, be suffered or sustained in or upon the QC Complex or any other part of the land owned by QC at Sydney Olympic Park that is used by the Hirer to gain access to and from the QC Complex or in the exercise of the Hirer's rights under this Agreement.

ADMISSION AND REMOVAL OF PERSON

- 11.1 The Manager may at any time, in his or her reasonable discretion:
- (a) refuse admission of any person to the QC Complex;
 - (b) direct any person or persons to leave the QC Complex.
- 11.2 If the Manager exercises his or her discretion under clause 10.1 the Hirer must use its best endeavours to assist the Manager in enforcing his or her decision.
- 11.3 If:
- (a) a person who has been refused admission to the QC Complex enters it, or
 - (b) a person who has been directed to leave the QC Complex fails to do so, or;
 - (c) the Hirer fails to assist as required by clause 10.2, the Manager may close the Facilities provided it is reasonable to do so.
- 11.4 If the Manager closes the Facilities;
- (a) the Hirer will be deemed to have voluntarily abandoned the hiring;
 - (b) The Venue Hire charge will not be refunded; and
 - (c) QC will not be liable for any loss or damage sustained as a result of the closure.

USE OF HOCKEY CENTRE

- 12.1 a) The Hockey Centre shall not be used for any Activity other than that specified on the Enquiry Form.
- b) A surcharge of \$500 will be levied on all National and International events held on the Olympic pitch to cover the cost of an initial clean of the grandstand.
- c) Actual cleaning costs will also be charged for other bookings where the size or makeup of the spectator crowd requires the engagement of an event cleaner.
- d) There are three levels of lighting at the Hockey Centre to suit different requirements. If the highest level, broadcast/TV lights, are requested an additional charge will apply.
- e) The pitches are 'all weather'. This means that if competition or training is postponed due to inclement weather, the pitch hire costs will not be refunded. It is the hirer's responsibility to delay play due to adverse or dangerous weather conditions. SOPA staff should be notified in respect of any concerns as to the condition of the pitch.
- f) No sprigs, cleats or metal fittings are permitted on the turf.
- g) The Hirer must provide a nominated, suitably qualified & identifiable First Aid Attendant and First Aid Kit for each booking. SOPA will provide a First Aid attendant in support who has access to emergency equipment. Dedicated First Aid Attendants may be organised in advance specifically for Hockey subject to cost. All injuries sustained on the turf involving blood must be appropriately treated.
- h) The Hirer is to contact Reception (dial 600 on dugout phone) or speak to Quaycentre staff about matters concerning the scoreboard, turf lighting or if a team or umpire is dissatisfied with the moisture level of the turf.
- i) The hockey pitch surface is POLIGRAS Olympia 2008 which requires 30-40% less water than other surfaces. Please consider this and the environment before requesting pitch watering.
- j) Parking is limited and no guarantee of availability can be assured. Major events regularly occur within the precinct and can affect availability.

USE OF GYMNASTICS CENTRE

- 13.1 a) Participants are not permitted in the Gymnastics Centre unless a qualified gymnastic coach is present and in charge of the Activity. Children are required to wait with their parents until class time commences. Coaches are responsible for behaviour of participants at all class times.
- b) Coaches in charge must hold a current accreditation as a Gymnastics Coach; technical membership with Gymnastics Australia; relevant child protection clearance/s; relevant risk assessments and safe work method statements as well as the relevant insurances. Hirers must also ensure participants have parental permission to conduct activities with children and that such permission extends to the treatment of injuries (including removal via Ambulance) whilst sustained in the nominated activity. This information must be provided at time of booking.
- c) The Hirer must provide its own magnesium carbonate (chalk).
- d) All jewellery and hairpins are to be removed by participants. Hair should be tied up.
- e) No food or drinks are permitted in the Gymnastics Centre except water bottles.
- f) Only one (1) gymnast is permitted on the trampoline at a time. Do not jump or mount any equipment unless instructed to do so by a coach. Only feet first into foam pit. Summersaults are only permitted under coach instruction and supervision.
- g) The Hirer is responsible for ensuring all supplementary equipment including weights, boxes, wedges and small bars are returned to their correct position after use. For information regarding equipment usage contact the Gymnastics Coordinator on 02 9714 7600.
- h) No equipment shall be brought into or from the gymnastics area without the specific approval of the manager. All equipment must be returned to its correct position- see signs. Mats should be left under equipment where specified and not be folded at any time. Fees may apply to groups not adhering to this condition.
- i) Any damages to equipment will incur and repair / replacement fee.
- j) The Hirer is responsible for ensuring all gymnasts and coaches leave the Gymnastics Centre on completion of the booking period.

- k) School or group booking guidelines for coach numbers: 1 – 15 participants require one (1) coach; 16 – 30 participants require one (1) coach and the involvement of one (1) active teacher; 31 – 50 participants require two (2) coaches and the involvement of one (1) active teacher; 51 – 70 participants require three (3) coaches and the involvement of one (1) active teacher
- l) Payment is to be made in full in advance. Payment for any additional participants must be paid for at Reception before the participant takes part in the activity.
- m) The Gymnastics Centre is located near the Hall of Legends and the Arena in which various activities are held. The noise and pedestrian traffic from these activities may be distracting to users of the Gymnastics Centre. For this reason, parents / carers must actively supervise children in the café area.
- n) Parking is limited and no guarantee of availability can be assured.

COMPLIANCE WITH LAWS

- 14.1 The Hirer and any persons using the QC Complex pursuant to the hiring, shall conform to the requirements of all Local Government Acts, Workplace Health and Safety Act, WorkCover NSW, all other State and Federal Acts, regulations and By-Laws that are pertinent to the hiring of the Facilities. The Hirer shall be liable for any breach of any such Acts, By-Laws or regulations.
- 14.2 The Hirer must comply with any child protection legislation that imposes checks and restrictions on child related employment, and QC's 'Child Protection Policy', available on SOPA's website. The Hirer must establish and maintain a child protection policy in relation to this agreement for hire, and must advise QC of any allegation related to a child protection policy as soon as possible after the allegation is made.
- 14.3 When the Hirer (or its employees agents and contractors) uses the QC Complex it must:
 - (a) not contaminate or pollute the QC Complex;
 - (b) keep the QC Complex in good and safe condition so that it does not present a risk to the health and safety of any person or a risk to the environment;
 - (c) comply with laws relating to work health and safety and the environments (including any QC policies and guidelines applicable to the Hirer's use of the QC Complex) ("HSE Laws"), including but not limited to:
 - (i) complying with the Work Health and Safety Act 2011 (NSW) and related regulations ("WHS Legislation");
 - (ii) ensuring that all contractors subcontractors and consultants and all persons for whom the Hirer is responsible or over whom the Hirer is capable of exercising control, comply with their respective obligations under WHS Legislation;
 - (iii) complying with the Hirer's obligations under WHS Legislation to consult, cooperate and coordinate activities with all other persons who have a work health and safe duty in relation to the same matter (including with QC, if QC has a duty in relation to the same matter under WHS Legislation);
 - (iv) complying with all reasonable direction of SOPA given following a perceived breach of WHS Legislation; and
 - (v) not doing anything or failing to do anything that would cause QC to be in breach of WHS Legislation.
 - (d) The Hirer must fully and competently fulfil its obligations under clause 13.3(c) at all times during the Hiring Period and, without limiting clause 13.3(c), must (according to the standards required by HSE Laws) establish and maintain a risk management plan incorporation a work health and safety plan to:
 - (i) have in place systems to assess and eliminate risks and hazards in the QC Complex during the Hiring Period;
 - (ii) ensure that where risk and hazards cannot be eliminated, the risks and hazards are adequately controlled; and
 - (iii) provide appropriate training and supervision to all persons employed or engaged but the Hirer in the QC Complex.

(e) The parties acknowledge that, unless otherwise provided in this Agreement, the Hirer has management and control of the activities conducted at the QC Complex during the Hiring Period and that QC:

(i) relies on the Hirer's expertise, competency and capability in meeting its obligations under clause 13.3(c) and clause 13.3(d) to put in place and control safe systems of work and relevant procedures for HSE matters; and

(ii) has no control over the systems of work or procedures employed by the Hirer with respect to the health, safety and welfare of people at the QC Complex.

(f) The Hirer must provide to QC:

(i) the documents referred to in clause 13.3(d);

(ii) if requested by QC, evidence of the Hirer's compliance with this clause in relation to the Activity (unless otherwise required to provide to QC under HSE Laws); and

(iii) a summary of any environmental incidents during the Hiring Period that require disclosure or reporting under HSE Laws, or any serious or dangerous incident at the QC Complex during the Hiring Period involving a fatality or a serious injury or illness or which otherwise presents a serious risk to health and safety of people at the QC Complex, which gives rise to an obligation under WHS Legislation to notify WorkCover Authority of NSW