

COPY



HIS MAJESTY'S THEATRE

**AEG OGDEN (PERTH) PTY LTD
AGENT FOR PERTH THEATRE TRUST**

KAY and McLEAN PRODUCTIONS PTY LTD

PRESENTATION AGREEMENT

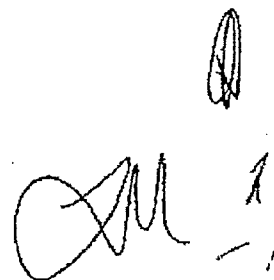
[Handwritten signatures]

EVENT SUMMARY

Item A	Us [AEG Ogden (Perth) Pty Ltd - Agent for Perth Theatre Trust]	<p>Address: His Majesty's Theatre, 825 Hay Street, PERTH WA 6000</p> <p>Telephone: 08 9265 0900 Facsimile: 08 9321 5142 E-mail: rodneyp@hml.aegoodenperth.com.au Attention: Rodney Phillips, General Manager</p> <p>Authorised Representative: Rodney Phillips</p>
Item B	You [Performing Company Representative]	<p>Name: Kay and McLean Productions Pty Ltd ABN: 69 133 994 395 Address: 2nd Floor, 157 Toorak Road, South Yarra VIC 3141</p> <p>Registered for GST: Yes</p> <p>Contact Person (for operational matters): Liza Mclean</p> <p>Mobile phone number: 0418 781 033 Telephone: (03) 9820 5477 Email: liza.mclean@bigpond.com</p> <p>Authorised Representative: Liza McLean or Andrew Kay</p>
Item C	Event	<p>Name: The Graduate Type: Drama Performance Duration: 155 minutes Interval: Yes - 20 minutes</p>
Item D	Performing Company* (if applicable)	<p>Name: Kay and McLean Productions Pty Ltd Nationality: Australian</p> <p>Total Number of Company members: 18</p> <p>Any details which are to be confirmed must be confirmed no later than one week prior to the bump in of Event.</p> <p>* Includes the artists</p>

Item E	Billing	For the Event at the Venue:		
		"Presented by Kay and McLean Productions Pty Ltd in association with Perth Theatre Trust, HVK Productions and Michael Coppel"		
Item F	Event Schedule			
		DATE	SCHEDULE	TIME
		Monday, 2 August 2010	Week 1 Rehearsals	
		Tuesday, 3 August 2010	Week 1 Rehearsals	
		Wednesday, 4 August 2010	Week 1 Rehearsals	
		Thursday, 5 August 2010	Sydney Publicity - Jerry Hall & Benjamin	
		Friday, 6 August 2010	Melbourne Publicity - Jerry Hall & Benjamin	
		Saturday, 7 August 2010	Week 1 Rehearsals	
		Sunday, 8 August 2010	OFF	
		Monday, 9 August 2010	Week 2 Rehearsals	
		Tuesday, 10 August 2010	Week 2 Rehearsals	
		Wednesday, 11 August 2010	Week 2 Rehearsals	
		Thursday, 12 August 2010	Week 2 Rehearsals	
		Friday, 13 August 2010	Week 2 Rehearsals	
		Saturday, 14 August 2010	Week 2 Rehearsals	
		Sunday, 15 August 2010	OFF	
		Monday, 16 August 2010	Week 3 Rehearsals	
		Tuesday, 17 August 2010	Week 3 Rehearsals	
		Wednesday, 18 August 2010	Week 3 Rehearsals	
		Thursday, 19 August 2010	Week 3 Rehearsals	
		Friday, 20 August 2010	Week 3 Rehearsals	
		Saturday, 21 August 2010	Week 3 Rehearsals	
		Sunday, 22 August 2010	Off - Commence Pre Rig	
		Monday, 23 August 2010	Bump in/Rehearse	
		Tuesday, 24 August 2010	Bump in/Rehearse	
		Wednesday, 25 August 2010	Tech	
		Thursday, 26 August 2010	Dress + Preview 1	8pm
		Friday, 27 August 2010	Preview 2	8pm
		Saturday, 28 August 2010	Preview 3 and Open	2pm & 8pm
		Sunday, 29 August 2010	Performance 5	5.30pm
		Monday, 30 August 2010	Off	
		Tuesday, 31 August 2010	Performance 6	8pm
		Wednesday, 1 September 2010	Performance 7	8pm
		Thursday, 2 September 2010	Performance 8	8pm
		Friday, 3 September 2010	Performance 9	8pm
		Saturday, 4 September 2010	Performance 10 & 11	2pm & 8pm
		Sunday, 5 September 2010	Performance 12 & 13	1pm & 5.30pm

		Monday, 6 September 2010		Off	
		Tuesday, 7 September 2010		Performance 14	8pm
		Wednesday, 8 September 2010		Performance 15	8pm
		Thursday, 9 September 2010		Performance 16	8pm
		Friday, 10 September 2010		Performance 17	8pm
		Saturday, 11 September 2010		Performance 18 & 19	2pm & 8pm
		Sunday, 12 September 2010		Performance 20 & 21	1pm & 5.30pm
		Monday, 13 September 2010		Jerry Departs	
Item G	Number of Performances	Twenty One (21)			
Item H	Venue	His Majesty's Theatre			
		Dressing Rooms: star changing/rest-room facilities and toilets readily accessible for the use of all performers.			
	Venue capacity	1241 per performance			
Item I	Exclusivity Provision	The Event will not be performed in Perth at an alternative venue prior to the period of this contract or for 3 months after the period of this contract.			
Item J	Special Conditions	N/A			
Item K	Fees	Refer to Schedule 2			



PRESENTATION AGREEMENT

PARTIES:

AEG Ogden (Perth) Pty Ltd Agent for Perth Theatre Trust (ACN 084 272 088) of 825 Hay Street PERTH WA 6000 (us/we)

THE PERSON SPECIFIED IN ITEM B OF THE EVENT SUMMARY of the address specified in Item B of the Event Summary (you)

INTRODUCTION:

This agreement sets out the terms on which this Event will presented at His Majesty's Theatre.

IT IS AGREED:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

Terms used in this agreement are defined in the Event Summary or as set out in this clause 1.1.

Address for Service means the address of each party appearing in this agreement or any new address notified by a party to the other party as its new Address for Service;

Authorised Representative means:

- (a) for us, the person nominated as such in Item A of the Event Summary; and
- (b) for you, the person nominated as such in Item B of the Event Summary.

Business Day means any day that is not a Saturday, Sunday, gazetted public holiday or bank holiday in Perth, and concludes at 5 pm on that day;

[REDACTED]

- (a) [REDACTED]

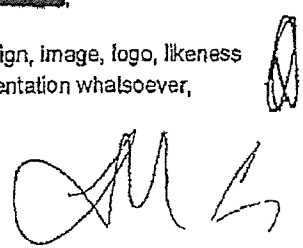
- (b) [REDACTED]

GST means any form of goods and services tax payable under the GST Legislation;

GST Legislation means the A New Tax System (Goods and Services Tax) Act 1999 (Cth);

[REDACTED]

Intellectual Property means our intellectual property including the design, image, logo, likeness and name of His Majesty's Theatre in any form, style, design or representation whatsoever, whether or not constituting trademarks or copyright material.



[REDACTED]
[REDACTED]
[REDACTED]

Performance means the individual performance/s of the Event at which an audience is present;

Recording Agreement means an agreement between us and you in connection with the audiovisual and/or sound recording of the Event;

His Majesty's Theatre means His Majesty's Theatre 825 Hay Street, Perth Western Australia.

1.2 Interpretation

In this agreement unless the context clearly indicates otherwise:

- (a) the introduction, schedules (if any) and annexures (if any) form part of this agreement;
- (b) related, related body corporate or subsidiary in respect of a corporation has the same meaning given to that term in the Corporations Act;
- (c) an obligation or warranty on the part of 2 or more persons binds them jointly and severally and an obligation or warranty in favour of 2 or more persons benefits them jointly and severally;
- (d) including and includes are not words of limitation; and
- (e) monetary amounts are expressed in Australian dollars unless otherwise stated in Schedule 2.


1.3 Authorised Representative

All notices and communications under this Agreement, including any request to change any of the information set out in the Event Summary or a Schedule to this Agreement must be made to and by an Authorised Representative. No other person has authority. Any variation to this Agreement must be agreed in writing in accordance with clause 12.

2 RESPONSIBILITIES OF THE PARTIES

2.1 What we must do/provide

- (a) We will and you are relying on us to:
 - (i) provide the Venue, including the dressing rooms we nominate;
 - (ii) provide access to the foyer for that Venue at the following times:
 - (A) from up to one hour before; and
 - (B) until thirty minutes after,each performance or rehearsal of the Event with an audience.
 - (iii) provide the goods and services set out in Schedule 1; and

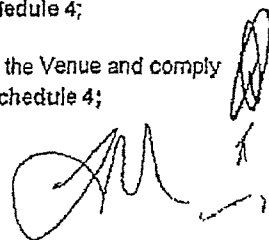


- (iv) pay you in accordance with Schedule 2.
- (b) We will determine in association with you the range of prices of tickets to the Event and we will arrange and be responsible for:
 - (i) the printing of all tickets consistent with the Event Summary; and
 - (ii) the allocation and sale of all tickets to the Event.
- (c) We will charge purchasers of tickets to the Event fees and charges. These will be set out in Schedule 2 if relevant to this Agreement.
- (d) [REDACTED]
- (e) [REDACTED]
- (f) We will comply with any Special Conditions.

2.2 What you must do/provide

You will, and we are relying on you to supply the Event. In doing so, you will, without limitation, do/provide the following:

- (a) perform the services and provide the goods set out in Schedule 1 and pay for such goods and services in accordance with Schedule 1;
- (b) contract with the Performing Company (and/or the artists) to perform the Event and be available for publicity as reasonably requested
- (c) oversee the supply of all content elements of the Event including sets, props, wardrobe and any other elements necessary to create, deliver and perform the Event;
- (d) ensure that you have obtained and paid for all necessary permissions, licences and clearances from the relevant rights holders (including the Australian Performing Rights Association (APRA)) necessary to perform the Event without infringing the rights of any person (namely, if the Event includes any copyright material – for example, music, lyrics, text from a book or poem, or artworks – not created by you, you must have the permission of the person who owns the rights in that material in order to perform the Event), and paid the corresponding royalties and licence fees (including amounts due to APRA);
- (e) pay your staff and the performers and other members of the Performing Company for performing the Event, including any legal entitlements which may be payable;
- (f) organise and pay for all rehearsals of the Event if applicable;
- (g) ensure that the Event and its technical requirements conforms to the description and² Information given to us and as required to be provided under Schedule 4;
- (h) obtain our prior approval for any and all equipment you bring into the Venue and comply with the technical equipment and services conditions set out in Schedule 4;



- (i) take out all necessary insurances including workers compensation and public liability insurance as required under clause 7 (Insurance);
- (j) comply with any sponsorship policy or guidelines notified by us to you from time to time, and undertake marketing and publicity for the Event in accordance with clause 3 (Promotion, Publicity, etc);
- (k) comply with the access and use conditions set out in Schedule 3 and as notified by us to you from time to time;
- (l) not act in such a way as to bring us, His Majesty's Theatre or the Event adverse publicity;
- (m) ensure that the Event is neither defamatory nor suggests an association or endorsement that would be in breach of the Trade Practices Act 1974 (Cth);
- (n) not perform, or agree or authorise anyone else to perform, the Event to the extent set out in the Exclusivity Provision; and
- (o) comply, and ensure that the Performing Company complies, with any Special Conditions; and

2.3 Changes to the Event description

- (a) Any changes to the Event after the date of this agreement will be subject to our prior written approval.
- (b) Any request for change to the Event technical specifications (as required under Schedule 4) must be made no later than two (2) weeks before the date of the First Performance.

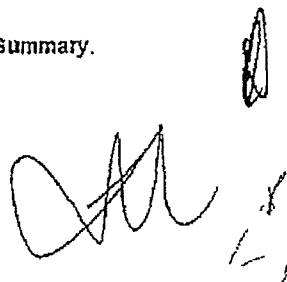
3 PROMOTION AND PUBLICITY, MERCHANDISE, SPONSORSHIP AND BILLING

3.1 Our approval and Trust Intellectual Property

- (a) You acknowledge that any sponsorship, and all advertising, publicity, promotional materials and merchandise, secured or created in connection with the Event is subject to our prior approval.
- (b) We acknowledge that any sponsorship, and all advertising, publicity, promotional materials and merchandise, secured or created in connection with the Event is subject to your prior approval.
- (c) You must not use or deal in any way with His Majesty's Theatre Intellectual Property without our express prior written consent.
- (d) We must not use or deal in any way with Kay and McLean Production's Intellectual Property without your express prior written consent.

3.2 Billing

The billing of the Event will be in accordance with Item E of the Event Summary.



3.3 Publicity and Marketing

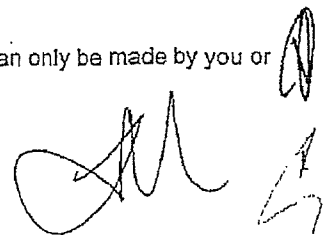
- (a) You will be responsible for the development, coordination and cost of the publicity and marketing campaign for the Event. All print materials, copy and promotional campaigns for the Event provided by you will be subject to mutual approval and where possible should include sponsors logos in any paid advertising.
- (b) You undertake that you will:
 - (i) make yourself and relevant members of the Performing Company available to participate in promotional activities at our reasonable request;
 - (ii) provide to us any press kits; and
 - (iii) co-operate with us to properly promote the Event including by responding to our requests for information and proofing of content within two (2) Business Days.
- (c) You will coordinate all media relations and we will direct any media enquiries to you in the first instance.
- (d) Each party will retain the copyright in all of the promotional materials and images developed by it for the Event and no such materials or images may be used or reproduced by the other party without prior written approval.
- (e) Any sponsorship for the Event shall not detrimentally affect the image, reputation or prestige of the Artist.

3.4 Merchandise

- (a) You retain the copyright in all of the promotional materials and images developed by you for the Event and no such materials or images may be used or reproduced by us without your prior written approval.
- (b) Subject to our approval under clause 3.1, you may, at your own expense, produce merchandise in relation to the Event of the kind listed in Schedule 1. You must provide samples of all proposed merchandise to us for approval, prior to making such merchandise available for sale at the Venue.
- (c) The merchandise for the Event must be sold only by the people listed in Schedule 1 and at the locations and on the conditions also listed in Schedule 1.
- (d) The cost of publicity, promotion and manufacture of merchandise will be borne in accordance with Schedule 1.
- (e) Any merchandise sold at His Majesty's Theatre will be subject to a sales commission payable to us, as specified in Schedule 1.

3.5 Sponsorship

- (a) The parties will discuss sponsorship opportunities for the Event within the these parameters:
 - (i) any approach to a potential sponsor for the Event can only be made by you or with your approval;

Handwritten signatures and initials in black ink, located at the bottom right of the page. There are two distinct signatures, one larger and more stylized, and several smaller initials or marks.

- (ii) any sponsorship of the Event must conform to our sponsorship guidelines; and
 - (iii) any sponsorship for the Event shall not detrimentally effect the image, reputation or prestige of the Artist.
- (b) You may not offer sponsor benefits for the Event without our prior agreement.
- (c) If you have a sponsor for the Artist (and not the Event), any promotion of that sponsor must conform to our sponsorship guidelines.

4

(a)

(i)

(ii)

(iii)

(b)

5

FEES AND OTHER PAYMENTS

5.1

5.2

Payments to you

In return for you providing the services as Lead Producer, we will pay you in accordance with this agreement the fee set out in Item 1 of Schedule 2 at the times set out in Item 2 of Schedule 2.

5.3

6

TAXES, INTERNATIONAL ARTIST SPONSORSHIP AND VISAS

6.1

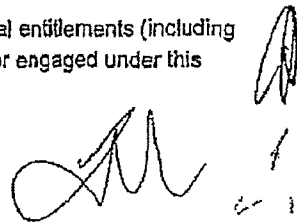
GST

The parties acknowledge that all amounts payable under this agreement are exclusive of GST and if any GST is payable, the party liable to pay GST will pay that GST on receipt of a tax invoice.

6.2

Income Tax and Legal Entitlements

- (a) We are responsible for paying superannuation and other legal entitlements (including income tax) for our employees. You are not our employee, or engaged under this agreement as a performer or for your labour.



- (b) You are responsible for paying the members of the Performing Company and any other person who is not employed by us who supplies their services in connection with the Event, and you are responsible for paying superannuation and other legal entitlements (including income tax) in connection with the people you are obliged to pay. You are responsible for paying your own tax liabilities.

6.3 International artists and visas

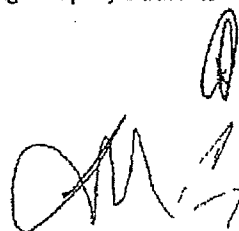
If a member of the Performing Company is a non-resident Australian or a foreign person, then:

- (a) it is your responsibility to obtain all necessary visas for each such member of the Performing Company so that the member can perform and be paid in Australia in accordance with Schedule 2;
- (b) you must ensure that all visa conditions are complied with, including that
 - (i) all dependents travelling with the Performing Company are covered by travel and medical insurance; and
 - (ii) foreign members of the Performing Company do not accept any additional work while in Australia;
- (c) We will do whatever we are obliged to do under Australian law to assist you in obtaining visas.

7 INSURANCE

7.1 Your obligations

- (a) You must
 - (i) ensure that all members of the Performing Company and any other person engaged by you to perform or work on the Event have medical and travel insurance;
 - (ii) take out public risk insurance to the value of at least \$10,000,000 in relation to the Event;
 - (iii) take out such other insurances as you see fit;
 - (iv) on request, provide to us satisfactory evidence of your insurance cover;
 - (v) inform us in writing immediately of an event which may give rise to a claim under any of your insurance policies in connection with the Event; and
 - (vi) indemnify us from any claim or loss as a result of personal injury or property damage sustained by a third party arising from your negligence, or the negligence of any of your employees or contractors.
- (b) All insurances required under this clause must be in place for the duration of the Event Schedule, and where applicable, during the period of the Performing Company's travel to and from Perth.



7.2 Our cover

We are covered by reputable insurers for claims for which we are liable, including workers compensation insurance for us and our staff, and public risk insurance.

7.3 We are not liable for theft, loss or damage

We will not be liable for the theft, loss or damage of any property at the Venue except to the extent that such loss of, or damage to, property is caused or contributed to by our equipment or by our negligence or a wrongful act or omission by us.

7.4 Joint obligation to ensure security

You and we will make all reasonable efforts to ensure the security of the Venue and your property inside the Venue.

8 TERMINATION

8.1 [REDACTED]

(a) [REDACTED]

(i) [REDACTED]

(ii) [REDACTED]

(b) [REDACTED]

(i) [REDACTED]

(ii) [REDACTED]

8.2 Agreed cancellation

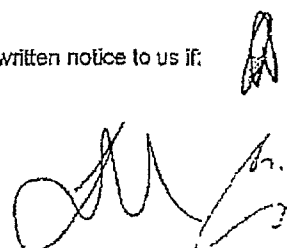
If you and we agree together to cancel the Event, or a Force Majeure occurs, then unless we otherwise agree:

(a) you must pay us back any fees we have paid to you less expenses reasonably incurred by you, up to the date of cancellation or the date of the Force Majeure (as the case may be) and as approved by us; and

(b) neither party can claim damages from the other.

8.3 Termination by you for breach by us

(a) You can terminate this agreement by five (5) Business Days written notice to us if:



- (i) we breach or fail to observe or perform any of our obligations under this agreement and, in the case of a default capable of remedy, fail to remedy such default within a period of five (5) Business Days (or such shorter time as may be appropriate in the circumstances) after receipt of written notice requiring us to do so; or
 - (ii) we enter into any form of insolvency administration.
- (b) If you terminate in accordance with clause 8.3(a), then:
- (i) we must still pay you the agreed fee set out at Item 1 of Schedule 2 (if any);
 - (ii) you acknowledge that this payment will be adequate compensation for any loss you may suffer as a result of that termination; and
 - (iii) we are not entitled to recover any damages from you.

8.4 Termination by us for breach by you

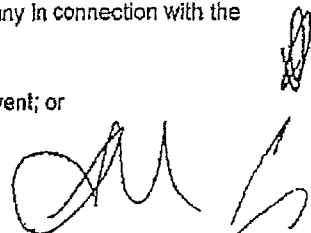
- (a) We can terminate this agreement by five (5) Business Days written notice to you if:
- (i) you breach or fail to observe or perform any of your obligations under this agreement and, in the case of a default capable of remedy, fail to remedy such default within a period of five (5) Business Days (or such shorter time as may be appropriate in the circumstances) after receipt of written notice requiring you to do so; or
 - (ii) you enter into any form of insolvency administration.
- (b) If we terminate in accordance with clause 8.4(a) then:
- (i) we can, at our discretion, immediately cancel the Event;
 - (ii) we are not obliged to pay any fees due to you under this agreement;
 - (iii) if we have advanced you part or all of your fee, you must pay it back to us;
 - (iv) you are not entitled to recover any damages from us.

9 INDEMNITY FOR CLAIMS BY THIRD PARTIES

9.1 Indemnity by you

You must indemnify, and keep indemnified, AEG Ogden (Perth) Pty Ltd – Agent for Perth Theatre Trust and its officers, employees and agents (those indemnified) from and against all actions, proceedings, claims, demands, costs, losses, damages and expenses (including reasonable legal costs and expenses) which may be brought against, made upon, or suffered by any of those indemnified arising from or in connection with:

- (a) the infringement or alleged infringement of any intellectual property rights or of the Trade Practices Act 1974 (Cth) by you or by the Performing Company in connection with the provision of the Event;
- (b) any defamation or alleged defamation associated with the Event; or



- (c) any act or omission by you or a member of the Performing Company resulting in loss of, or damage to, property.
- (b) Your liability to indemnify us under this clause 9.1 shall be reduced proportionally to the extent that any act or omission by those indemnified contributed to the loss.

9.2

- (a) [REDACTED]
- (b) [REDACTED]

10

[REDACTED]

11

BINDING AGREEMENT

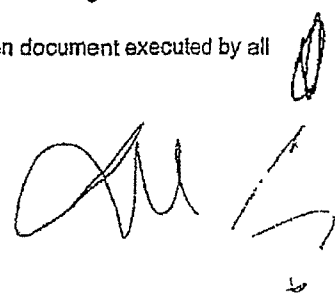
Each party warrants to the other party that:

- (a) this agreement creates legal, valid and binding obligations, enforceable against the relevant party in accordance with its terms; and
- (b) If it has entered into this agreement in the capacity of trustee of any trust, it has the power and authority under the trust deed to do so.

12

GENERAL PROVISIONS

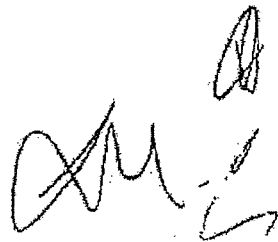
- (a) The terms of this agreement and all confidential information, material and technology disclosed or provided in any form by either party to the other in connection with the subject matter of this agreement, are confidential. Each party must ensure that all such confidential information is kept confidential. A party may reveal confidential information if required by law, if the confidential information is in or enters the public domain for reasons other than a breach of this agreement, or to its professional advisers to obtain professional advice.
- (b) This agreement is personal to you and you may not assign the rights or benefits of this agreement to any person without our prior written consent.
- (c) This agreement constitutes the entire agreement between the parties regarding the matters set out in it and supersedes any prior representations, understandings or arrangements made between the parties, whether orally or in writing.
- (d) This agreement must not be varied except by a later written document executed by all parties.



- (e) A right created by this agreement cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right does not constitute a waiver of that right, nor will a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.
- (f) Unless otherwise stated:
 - (i) nothing in this agreement creates a joint venture, partnership, or the relationship of principal and agent, or employee and employer between the parties; and
 - (ii) no party has the authority to bind any other party by any representation, declaration or admission, or to make any contract or commitment on behalf of any other party or to pledge any other party's credit.
- (g) The laws applicable in Western Australia govern this agreement. The parties submit to the non-exclusive jurisdiction of the courts of Western Australia and any courts competent to hear appeals from those courts.

12.2 SPECIAL CONDITIONS

- (a) Permission must be agreed upon by both parties for archival recording to occur on any performance
- (b) [REDACTED]
- (c) No alterations to the performance that will make a serious impact upon the quality of the presentation can occur without the consent of both parties.
- (d) [REDACTED]
- (e) Where possible and always subject to the agreement of the Original UK Producers and the Director, preference will be given to Perth actors for the ensemble roles (i.e. roles other than Mrs Robinson and Benjamin), including first right of refusal in any subsequent seasons of this Production.
- (f) The first right of refusal shall be provided to Arts Workshop for the construction of the set.
- (g) [REDACTED]
- (h) [REDACTED]

Handwritten signature and initials, possibly 'AM' and 'L', with a small mark above the signature.

EXECUTED as an agreement as at

26 August

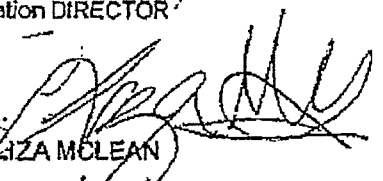
2010.

Signed for and on behalf of
Kay and Mclean Production Pty Ltd
by its authorised officer:

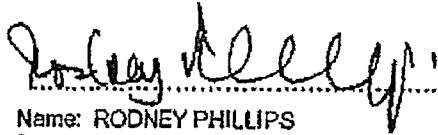

Name: ANDREW KAY
Designation DIRECTOR

Witness:
Name: LIZA MCLEAN

Date:

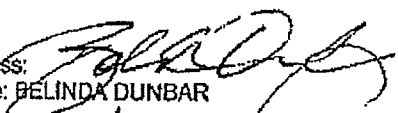

27/8/2010

Signed for and on behalf of
AEG Ogden (Perth) Pty Ltd – Agent for Perth
Theatre Trust
by its authorised officer:


Name: RODNEY PHILLIPS
Designation GENERAL MANAGER


Witness:
Name: BELINDA DUNBAR

Date:


27/8/2010



[REDACTED]

[illegible]

B

	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]

C


	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	(a) [REDACTED]
	(b) [REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]

AM

	<div>[REDACTED]</div>
	<div>[REDACTED]</div>

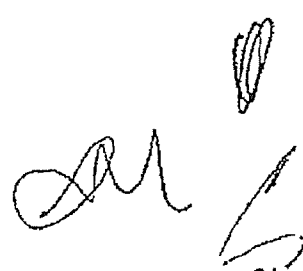
[Handwritten signature]

RESEARCH

[illegible]

SCHEDULE 3
ACCESS AND USE

- 1 You acknowledge that:
- (a) His Majesty's Theatre is a unique site and is subject to the directions of the Western Australian government, planning and state heritage laws and policies, and that you must co-operate with us in meeting our obligations and will comply with any directions given by us in this regard; and
 - (b) we may be performing maintenance and other building works at His Majesty's Theatre site and you must conduct your activities so as to not inconvenience us in those works. The building works may from time to time affect the use of or access to the Venue at technical and rehearsal times.
- 2 You undertake that you, and where applicable you will ensure that your officers, employees, agents, contractors, licensees and guests:
- (a) must enter and leave the Venue through stage door or otherwise in accordance with our instructions;
 - (b) must wear identification tags at all times, must not travel through His Majesty's Theatre unless accompanied by a His Majesty's Theatre security or staff member, and will submit to a police check if requested by us;
 - (c) must not bring into, receive or provide in the Venue any food, liquor or refreshment (excluding water) or make catering arrangements not approved by us;
 - (d) must comply with all laws, by-laws, regulations and requirements in relation to your use of the Venue, including regulations relating to noise control and environmental protection (if applicable), the policies and procedures adopted by us (including our Occupational Health and Safety Guidelines) and notified to you, and you will use the Venue, His Majesty's Theatre and its facilities, equipment and services in a safe, proper and efficient manner to our satisfaction;
 - (e) must not, without our prior written approval, make any additions or alterations to the structure, facilities, goods, equipment or fittings of the Venue or other areas of His Majesty's Theatre, and will bring to the Venue and install or use only such other goods or equipment (including electrical equipment) as are approved by us;
 - (f) must not, without our prior written approval, bring, permit or use any explosive, toxic or flammable liquid or substance or any illegal item in the Venue;
 - (g) must leave the Venue and its facilities, goods, equipment and services in as clean, safe and proper condition as when you entered the Venue and will remove your goods and equipment promptly and to our satisfaction; and
 - (h) repair at your expense and to our satisfaction any damage you do to the Venue or other part of the His Majesty's Theatre, unless the damage was caused by our negligence.

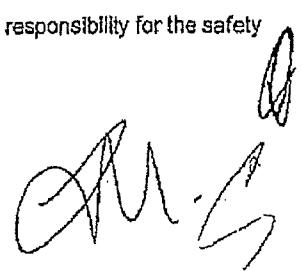


21

SCHEDULE 4

TECHNICAL EQUIPMENT AND SPECIFICATION

- 1 The Event technical specifications which describe in detail all relevant technical requirements for staging the Event in the Venue will be provided by you to us at least four weeks before bump in. In addition, in accordance with Schedule 1, you must provide us with additional details of any out-of-the-ordinary components of the Event such as the use of a gun or replica gun, fire, and strobe lighting.
- 2 We may provide for use by you such facilities, equipment and services as are approved by us upon such terms as we determine.
- 3 Any facilities, equipment or services provided by us pursuant to paragraph 2 must be operated and maintained in the approved manner by personnel approved by us. We may, where reasonable, insist that appropriate staff be rostered to rehearsals and Performances to ensure all legal standards and our requirements are met, especially in respect of staff and patron safety, sound levels, and integration with permanently installed systems.
- 4 You must exercise all due care in the operation of any technical equipment or facilities and must:
 - (a) not use technical equipment or any heavy articles, machinery or other equipment obtained from outside His Majesty's Theatre, inside the Venue, without obtaining our prior written consent;
 - (b) only bring into the His Majesty's Theatre scenery, curtains or other props that meet our safety requirements and have been treated with a fire retardant coating. A manufacturer's certificate or other documentation must be provided which verifies that all materials are fire retardant. The certificate of documentation should state the method used and when applied; ;
 - (c) not load or otherwise use lifts or other mechanical equipment within His Majesty's Theatre beyond their capacities;
 - (d) use and safely rig all technical equipment, external structures, operating lifts and towers correctly and in accordance with the safety standards of the His Majesty's Theatre and all relevant laws, including the *Occupational Health and Safety Act 2000* and any regulations issued under it; and
 - (e) ensure that all electrical equipment brought into His Majesty's Theatre has a "tag" no more than three (3) months old showing that it has been appropriately inspected by a licensed electrician and must comply with *Australian Standard AS 3760: 2003 In-service Safety Inspection and Testing of Electrical Equipment*. The log of these tests is to be provided on request. If you are unable to arrange the supply of appropriately tested "tagged" equipment, and it is presented no less than forty eight (48) hours before use, we will arrange for inspection and tagging if appropriate, at your cost. Where the equipment does not comply with the required standards it cannot be used until the fault is rectified by you and the equipment is resubmitted for inspection.
- 5 We may, where reasonable, request you to provide an Independent Engineer's Certificate attesting to the integrity of any temporary structures within His Majesty's Theatre's operating environment and may order any alterations required for compliance with His Majesty's Theatre's safety standards.
- 6 We will not accept any liability for rigging and you must test and take responsibility for the safety and security of any rigging, regardless of who set up the rigging.

A handwritten signature in black ink, appearing to be 'M. S.', is located in the bottom right corner of the page. There is also a small, stylized mark above the signature.