

MELBOURNE ENTERTAINMENT COMPANY TERMS AND CONDITIONS

By engaging the services of Melbourne Entertainment Company (**MEC**) for an event (**Event**) you (the **Purchaser**) expressly acknowledge that you have read, understood and agree to be bound by the below Terms and Conditions (**T&Cs**). You expressly acknowledge that MEC will only attend and perform and provide any ancillary services at an Event on the condition that you have agreed to the following T&Cs. These T&Cs apply to all Events or for the supply of any other goods or services by MEC to the Purchaser. The Purchaser acknowledges that the T&Cs prevail over any other representation to the contrary, oral or otherwise.

1) DEPOSIT & PAYMENT TERMS:

- a. MEC does not accept tentative bookings or holding of any MEC Artist or Talent on a specific date. All confirmed bookings will require payment of a minimum 50% non-refundable deposit (**Deposit**), payable within 7 days of the Purchaser receiving an invoice from MEC (**Event Invoice**). The Deposit acts as a security fee for the Event and is not refundable, nor transferrable under any circumstances. An MEC Artist or Talent is not considered booked or confirmed unless the Deposit has been paid by the Purchaser.
- b. MEC requires the full payment of the Event Invoice to MEC's bank account, by way of electronic bank transfer or other method nominated by MEC at any time, no later than 48 hours prior to the commencement of the Event. Where MEC does not receive from the Purchaser the full payment under the Event Invoice 48 hours prior to the commencement of the Event, MEC reserves the right to cancel the Event until proof of payment of the Event Invoice has been provided to MEC in writing by the Purchaser. The Purchaser's written proof of payment of the Event Invoice must be expressly approved by MEC (in its absolute discretion) prior to MEC being required to perform the event.

2) CANCELLATIONS & LIMITATION OF LIABILITY:

- a. Cancellations must be made in writing or by e-mail to your event manager. No other form of cancellation will be accepted. If the Purchaser cancels the Event less than 30 days prior to the Event, the cancellation fee is 100% of the Event Invoice, including the Deposit. Cancellation by the Purchaser more than 30 days from the Event will result in the complete loss of the Deposit. For the avoidance of doubt, all Deposits are non-refundable unless MEC cancels the Event or the parties agree in writing otherwise.
- b. Rescheduling for events cancelled due to inclement weather or death or illness of the Purchaser shall be accommodated wherever possible, however MEC is under no obligation to the Purchaser to reschedule any event. Rescheduled events are subject to availability and will result in the loss of the Deposit.
- c. If for any reason the MEC Artist or Talent is not able to perform at the Event due to illness, injury, accident, personal or otherwise unforeseen circumstances, all reasonable efforts will be made by MEC to source a replacement MEC Artist or Talent of a similar calibre and cost to the Purchaser.
- d. If a replacement option offered by MEC (as indicated by clause 2c) and approved by the Purchaser costs a lower rate than the MEC Artist or Talent previously booked for the Event, a partial refund may be offered by MEC to the Purchaser for the cost difference between the initial MEC Artist or Talent and the replacement. This is at the discretion of MEC, and MEC is under no obligation to provide a partial refund in this circumstance.
- e. If the replacement options offered by MEC (as indicated by clause 2c) are not approved by the Purchaser (such approval not to be unreasonably withheld), a full refund

for the payment of the Event Invoice (including the Deposit) will be provided to the Purchaser.

- f. The Purchaser agrees that in all circumstances, MEC's liability shall be entirely limited to an amount equal to the Event Invoice that the Purchaser has paid, and MEC shall not be in any way liable for any indirect or consequential damages arising from non-performance of the Event under, or any other breach of, the T&Cs.

3) BUMP IN / SET UP:

- a. The standard bump-in time for MEC Artists at any event is 60 minutes prior to the Event start time. Other MEC Talent (photographers/magicians etc.) may have reduced bump-in times depending on what has been booked by the Purchaser. Bump-in time is used by MEC and MEC Artists or Talent to unload and set-up equipment and complete appropriate sound and quality checks.
- b. If the MEC Artist or Talent is required to be set up earlier than the standard 60 minutes, an additional early set-up cost will be incurred and this cost will be added to the Event Invoice.

4) OVERTIME:

- a. A request by the Purchaser for an extension to the previously agreed Event duration, made not more than 48 hours from the commencement of the Event, may be accommodated (at the sole discretion of MEC). Any agreed extension to a scheduled Event time is referred to below as **Overtime**.
- b. Overtime will be charged at a cost of 1.5X the booked MEC Artist's or Talent's hourly rates. Payment for Overtime will be invoiced to the Purchaser after the Event (**Overtime Invoice**) and is due not less than seven (7) days after the Overtime Invoice is received by the Purchaser.
- c. MEC notes that it is preferable that, if there is a possibility that a Purchaser may wish to extend their booking to Overtime, the Purchaser informs their MEC entertainment manager more than 48 hours prior to the Event commencement to confirm that the MEC Artist or Talent booked is available to continue beyond the scheduled Event time so as to avoid any disappointment.
- d. Whilst all efforts will be made to accommodate an Overtime request, MEC reserves all rights to reject an Overtime request by the Purchaser for any reason whatsoever.

5) PARKING:

- a. A suitable parking area must be available for the unloading and loading of MEC, MEC Artist's or Talent's equipment at the venue hosting the Event. Additionally, the Purchaser must ensure adequate and direct access to the venue hosting the Event for bump-in and pack-down. Parking fees greater than or equal to \$20 for the time that MEC, MEC Artists or Talent are required to park will be invoiced by MEC to the Purchaser. Car-parking fees incurred by MEC, MEC Artists or Talent

under the value of \$20 will be covered by MEC free of charge to the Purchaser.

- b. Payment of any invoices relating to car-parking issued by MEC to the Purchaser must be paid not less than seven (7) days after the such invoice is received by the Purchaser.

6) OUTDOOR EVENTS:

- a. The Purchaser shall be liable for any injury or damage to the MEC Artist or Talent or MEC property or MEC Artist/Talent's property whilst bumping-in, attending or packing-down the Event (unless such damage or injury is contributed to or caused by MEC, the MEC Artist or Talent in which case liability of the Purchaser shall be reduced to the extent of the contribution or causation by MEC, the MEC Artist or Talent).
- b. MEC will use its reasonable endeavours to continue an Event during an inclement weather event. If the Event is located outdoors or partially outdoors, MEC and the MEC Artist or Talent fully reserves the right to stop or cancel the Event if, in MEC's sole opinion, the weather poses a potential danger to the MEC Artist or Talent or its or MEC's equipment.
- c. For all outdoor performances, the Purchaser shall, at its own cost, provide or cause to be provided a marquee or overhead shelter to adequately cover and protect all MEC, MEC Artist's or Talent's equipment. MEC reserves the right to cancel the Event where the protective cover provided by the Purchaser is not, in MEC's sole opinion, adequate.

7) PRICE VARIATIONS

- a. Whilst every effort is made to maintain prices as quoted, invoices may be subject to increase without notice as a consequence of additional requests of the Purchaser, requirements for the Event or unforeseen circumstances. This includes but is not limited to: paid parking, induction fees, early or difficult bump-in, and additional time requirements.
- b. If the Purchaser reduces the amount of time than was originally booked on the Event Invoice, MEC is under no obligation to reduce the amount of the Event invoice. For the avoidance of all doubt, the full amount of the Event Invoice is due to proceed with the Purchaser's event under all circumstances.

8) CONDUCT:

- a. MEC does not tolerate any violent, aggressive or abusive behaviour from any person at a venue where MEC performs an event. If at any time any MEC representative, Artist or Talent feels that their personal safety or the safety of their or MEC's equipment is

under threat then MEC, the MEC Artist or Talent fully reserves the right to terminate the Event at any time. In these circumstances no refund for the Event will be provided and the Deposit will be forfeited in full.

- b. By agreeing to these T&Cs, the Purchaser warrants to MEC that it is responsible to MEC and any MEC Artist or Talent for any harm caused to any MEC Artist or Talent or any MEC or MEC Artist's or Talent's equipment by any person at the venue hosting the Event (whether a guest or otherwise).

9) PRIVACY

- a. The Purchaser hereby authorises MEC to collect, retain, use and disclose consumer and/or commercial information about the Purchaser in accordance with the Privacy Act 1988 (and its subsequent amendments) to persons or legal entities who are a solicitor or any other professional consultant engaged by MEC, debt collectors, credit reporting agencies or any other individuals or organisations which maintains credit references or default listings.

10) FORCE MAJEURE

- a. MEC is not responsible for any failure to perform any obligation under these T&Cs if its performance has become impossible due to any matter beyond the reasonable control of MEC which includes (but is not limited to): fire, flood, tempest, earthquake, riot, civil disturbance, natural disasters, national emergencies, pandemic, government interference, theft, crime, strike, lockout, breakdown, war, or the inability of the MEC's normal suppliers to supply necessary matter beyond the reasonable control of MEC. In such circumstances, MEC will be under no obligation to refund the Deposit or Event Invoice.

LAWS OF VICTORIA:

- a. The T&Cs are governed by and interpreted in accordance with the laws of the State of Victoria, Australia. The Purchaser irrevocably submits to the non-exclusive jurisdiction of the Courts of the State of Victoria, Australia. If any provision of the T&Cs is found to be invalid or unenforceable by a court of law, such invalidity or unenforceability will not affect the remainder of this agreement, which will continue in full force and effect.
- b. If any part of these terms are found to be void, invalid, unlawful or unenforceable then that provision or part will be deemed to be severed from these terms and the remaining terms and provisions of these terms will remain in force and constitute a binding agreement between the Purchaser and MEC.