

1. Definitions

1.1 **Agreement** means these Terms and Conditions together with any quotation, proposal, purchase order, scope of works, schedule, invoice, variation, or other document expressly incorporated into this Agreement.

1.2 **Austage** means Austage Melbourne Pty Ltd, Austage Venues Victoria Pty Ltd and its related entities, successors, assigns, employees, subcontractors and authorised representatives.

1.3 **Client** means the person, company, organisation, government body, venue, institution or other entity engaging Austage to provide Services and includes their employees, agents, contractors and authorised representatives.

1.4 **Services** means any services supplied by Austage including but not limited to audio visual services, event production, technical production, equipment supply, event staffing, streaming services, content capture, project management, consulting, design, installation and related services.

1.5 **Event** means the meeting, conference, performance, exhibition, broadcast, live stream, activation or other project for which the Services are being supplied.

1.6 **Venue** means the location at which the Services are to be provided.

1.7 **Equipment** means any equipment, materials, software, hardware, infrastructure, accessories, consumables or other items supplied by Austage for the purposes of delivering the Services.

1.8 **Third Party Equipment** means any equipment, systems, software, infrastructure or services supplied by parties other than Austage.

1.9 **Variation** means any change to the agreed scope, schedule, equipment, labour requirements, venue requirements or deliverables.

1.10 **Business Day** means a day other than a Saturday, Sunday or public holiday in Victoria.

1.11 **Force Majeure Event** means any event beyond the reasonable control of a party including natural disaster, severe weather, fire, flood, pandemic, epidemic, government restriction, venue closure, industrial action, utility outage, cyber incident, terrorism or civil disturbance.

1.12 **Fees** means the charges payable by the Client for the Services, including any approved Variations.

1.13 **Confidential Information** means information disclosed by either party that is confidential in nature including commercial, operational, financial, technical and client information.

2. Engagement and Acceptance

2.1 The Client engages Austage to provide the Services described in the applicable quotation, proposal, purchase order or scope of works.

2.2 Acceptance of a quotation, purchase order, proposal, electronic approval, payment of a deposit or commencement of Services constitutes acceptance of this Agreement.

2.3 In the event of inconsistency between documents, the following order of precedence applies:

- a) Executed Special Conditions;
- b) Approved Scope of Works;
- c) Austage Quotation or Proposal;
- d) These Terms and Conditions.

2.4 The Client warrants that any person providing instructions to Austage on behalf of the Client has authority to bind the Client.

2.5 Austage may rely on instructions received from the Client's nominated representative unless otherwise advised in writing.

3. Quotations

3.1 Quotations remain valid for thirty (30) days unless otherwise stated.

3.2 Quotations are based on information supplied by the Client and assumptions stated within the quotation.

3.3 Austage reserves the right to amend pricing where:

- a) the Event scope changes;
- b) venue conditions differ from those advised;
- c) access restrictions increase labour requirements;
- d) event hours are extended;
- e) third-party supplier costs increase;
- f) government taxes, charges or regulatory costs change.

3.4 Any quotation is confidential and must not be distributed to third parties without Austage's written consent.

3.5 Unless expressly stated otherwise, quotations exclude:

- a) venue charges;
- b) security costs;
- c) council permits;
- d) venue induction costs;
- e) internet charges;
- f) power charges;
- g) parking charges;
- h) freight outside the quoted scope.

4. Variations

4.1 The Client may request a Variation at any time.

4.2 Austage may provide a written Variation quotation prior to undertaking the additional work where reasonably practicable.

4.3 Where urgent operational requirements make prior approval impractical, Austage may proceed with a Variation required to protect the Event, personnel, equipment or deliverables and shall notify the Client as soon as reasonably practicable.

4.4 Approved Variations become part of the Agreement and are payable in accordance with these Terms.

4.5 Additional labour, equipment, transport or venue costs arising from Client-requested Variations shall be charged at Austage's prevailing rates.

5. Fees and Payment

5.1 The Client shall pay the Fees in accordance with the quotation, invoice or agreed payment schedule.

5.2 Austage may require:

- a) a deposit;
- b) progress payments;
- c) payment prior to delivery;
- d) payment prior to Event commencement.

5.3 Unless otherwise agreed in writing, invoices must be paid in full 7 days prior to the commencement of the setup date.

5.4 Austage may suspend Services where payment remains overdue.

5.5 Interest may be charged on overdue amounts at 2.0% per month calculated daily.

5.6 The Client shall reimburse Austage for reasonable costs incurred in recovering overdue amounts including legal fees and debt recovery costs.

5.7 The Client may not withhold payment by reason of any dispute unless the disputed amount is notified in writing within seven (7) days of receipt of invoice.

5.8 Undisputed portions of invoices remain payable in accordance with the agreed payment terms.

5.9 All Fees are exclusive of GST unless expressly stated otherwise.

5.10 GST shall be payable in addition to the Fees at the applicable rate.

6. Credit Approval

6.1 Austage may require completion of a credit application prior to providing credit terms.

6.2 Austage may vary, suspend or withdraw credit facilities at any time.

6.3 Austage reserves the right to require prepayment where:

- a) credit limits are exceeded;
- b) invoices are overdue;
- c) Austage reasonably believes payment risk has increased.

7. Authorised Representatives

7.1 Each party shall nominate a representative authorised to issue instructions and approve Variations.

7.2 Austage shall be entitled to rely upon instructions received from the Client's nominated representative.

7.3 The Client shall be responsible for all costs arising from instructions issued by its authorised representatives.

7.4 Austage shall not be liable for delays arising from conflicting instructions provided by multiple Client representatives.

8. Delivery of Services

8.1 Austage shall use reasonable skill, care and diligence in providing the Services.

8.2 Any delivery dates, event schedules, setup times or completion times provided by Austage are estimates only unless expressly agreed otherwise in writing.

8.3 Austage shall not be liable for delays caused by:

- a) venue restrictions;
- b) delayed venue access;
- c) client delays;
- d) supplier delays;
- e) force majeure events;
- f) acts or omissions of third parties;
- g) regulatory requirements imposed after quotation.

8.4 Austage may engage subcontractors, freelancers, suppliers and specialist consultants to assist in the delivery of the Services.

8.5 Austage remains responsible for the overall coordination of the Services notwithstanding the engagement of subcontractors.

9. Venue Access

9.1 The Client shall provide Austage with safe, uninterrupted and timely access to all work areas necessary to deliver the Services.

9.2 The Client shall ensure all required venue approvals, permits and permissions are obtained unless otherwise agreed in writing.

9.3 The Client shall advise Austage of any venue restrictions including:

- a) loading dock limitations;
- b) vehicle access restrictions;
- c) lift restrictions;
- d) rigging limitations;
- e) sound limitations;
- f) curfews;
- g) venue induction requirements;
- h) security requirements.

9.4 Where venue restrictions increase labour, transport, equipment or operating costs, Austage shall be entitled to recover such additional costs from the Client.

9.5 Austage reserves the right to suspend work where site access is unsafe or materially inconsistent with information previously supplied.

10. Loading Dock and Site Access

10.1 The Client shall ensure reasonable access is available for the delivery, installation, operation and removal of equipment.

10.2 Where loading dock access is unavailable or restricted, additional labour and transport charges may apply.

10.3 Delays caused by venue management, security procedures, building management, contractors or other third parties may be charged at Austage's prevailing rates.

10.4 Austage shall not be responsible for delays caused by venue access restrictions outside its control.

10.5 Waiting time resulting from access delays may be charged as additional labour.

11. Client Responsibilities

11.1 The Client shall provide all information reasonably required by Austage to deliver the Services.

11.2 The Client warrants that information supplied is accurate and complete.

11.3 The Client shall promptly notify Austage of any changes to:

- a) event timing;
- b) venue details;
- c) audience numbers;
- d) presenters;
- e) production requirements;
- f) safety requirements.

11.4 The Client shall ensure suitable representatives are available during setup, operation and pack-down periods where reasonably required.

11.5 The Client shall cooperate with Austage in relation to event planning, scheduling and operational requirements.

11.6 The Client shall comply with all venue requirements applicable to the Event.

12. Managed Production Services

12.1 Where Austage provides technical production services, Austage shall retain operational control of the systems supplied by Austage.

12.2 Austage personnel may refuse instructions that:

- a) create an unsafe condition;
- b) breach legislation;
- c) exceed equipment limitations;
- d) risk damage to equipment;
- e) materially compromise event delivery.

12.3 Austage shall use reasonable endeavours to accommodate Client requests during an Event, however operational decisions required to maintain safety or technical integrity may be made by Austage personnel.

12.4 Austage shall not be liable for the consequences of instructions given by the Client that are contrary to Austage's professional advice.

12.5 Austage shall be entitled to rely upon approved run sheets, production schedules and briefing information supplied by the Client.

13. Event Changes During Delivery

13.1 The Client acknowledges that changes requested during setup, rehearsal or live operation may result in additional Fees.

13.2 Austage shall advise the Client of anticipated additional costs where reasonably practicable.

13.3 Additional labour, equipment or supplier costs arising from Event changes shall be payable by the Client.

13.4 Austage may decline requested changes where implementation would:

- a) compromise safety;
 - b) compromise technical integrity;
 - c) exceed available resources;
 - d) create unreasonable operational risk.
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14. Equipment Supplied by Austage

14.1 Equipment supplied by Austage remains the property of Austage at all times.

14.2 Where Equipment is provided without Austage personnel present, the Client shall take reasonable care of the Equipment.

14.3 The Client shall not:

- a) modify Equipment;
- b) repair Equipment;
- c) remove identification markings;
- d) permit unauthorised operation of Equipment.

14.4 The Client shall immediately notify Austage of any loss, damage, malfunction or incident involving Equipment.

14.5 Fair wear and tear is accepted.

14.6 The Client shall be responsible for loss or damage caused by negligent, reckless or intentional acts of the Client, its employees, contractors, agents, end clients, invitees or attendees.

15. Client Supplied Equipment

15.1 Austage may, at the Client's request, interface with Client supplied equipment.

15.2 Austage does not warrant compatibility with Client supplied equipment unless expressly agreed in writing.

15.3 Austage shall not be liable for:

- a) defects in Client supplied equipment;
- b) software failures;
- c) firmware issues;
- d) manufacturer defects;
- e) third-party network failures.

15.4 The Client warrants that all Client supplied equipment is safe, compliant and suitable for its intended purpose.

16. Third Party Suppliers

16.1 Austage may engage third party suppliers where necessary for delivery of the Services.

16.2 Austage shall not be liable for delays, failures or interruptions caused solely by third party suppliers beyond Austage's reasonable control.

16.3 Austage shall use reasonable endeavours to coordinate and manage third party suppliers engaged by Austage.

16.4 The Client acknowledges that venue internet services, telecommunications services, cloud platforms and streaming platforms are controlled by third parties and may experience outages or interruptions beyond Austage's control.

17. Equipment Damage

17.1 The Client shall be responsible for the reasonable repair or replacement cost of Equipment damaged as a result of:

- a) negligence;
- b) misuse;
- c) unauthorised operation;
- d) vandalism;
- e) intentional acts by the Client or persons under the Client's control.

17.2 Replacement cost shall be based upon fair market replacement value having regard to age, condition and depreciation.

17.3 Austage shall provide reasonable evidence of repair or replacement costs upon request.

17.4 The Client shall not be responsible for normal wear and tear or equipment failure not caused by the Client.

18. Streaming and Recording Services

18.1 Austage may provide live streaming, webcast, recording, hybrid event and content capture services as part of the Services.

18.2 The Client acknowledges that live streaming services are dependent upon multiple third-party systems including, but not limited to:

- a) internet connectivity;
- b) venue network infrastructure;
- c) telecommunications providers;
- d) streaming platforms;
- e) cloud services;
- f) content delivery networks;
- g) client supplied systems.

18.3 Whilst Austage will use reasonable skill, care and diligence in providing streaming services, Austage does not warrant uninterrupted streaming, recording or transmission.

18.4 Austage shall not be liable for interruptions, degradation, outages or failures caused by:

- a) internet service provider failures;
- b) venue network failures;
- c) platform outages;
- d) denial of service attacks;
- e) software vendor failures;
- f) third-party cloud service failures;
- g) power failures outside Austage's control.

18.5 Where recording services are provided, Austage shall use reasonable endeavours to maintain backup recording systems where specified within the agreed scope of works.

18.6 The Client acknowledges that backup systems reduce risk but do not guarantee recovery of content in all circumstances.

18.7 Unless otherwise agreed in writing, Austage shall retain recorded content for thirty (30) days following delivery.

18.8 Following expiry of the retention period, Austage may permanently delete recordings, project files and associated media.

18.9 The Client is responsible for maintaining its own long-term archives of delivered content.

19. Content and Broadcast Approvals

19.1 The Client warrants that it holds all rights, licences and permissions required for:

- a) presentations;
- b) videos;
- c) music;
- d) graphics;
- e) images;
- f) trademarks;
- g) broadcast content;
- h) streamed content.

19.2 The Client shall indemnify Austage against claims arising from the unauthorised use of third-party intellectual property supplied by or on behalf of the Client.

19.3 Austage shall not be responsible for verifying ownership of content supplied by the Client.

19.4 The Client is solely responsible for obtaining any required broadcast, performance or copyright licences.

20. Risk and Insurance

20.1 Each party shall be responsible for loss or damage to its own property except to the extent caused by the negligent act or omission of the other party.

20.2 Risk in Austage Equipment supplied without Austage personnel present passes to the Client upon delivery and acceptance.

20.3 Risk in Equipment operated by Austage personnel as part of managed production services remains with Austage except to the extent loss or damage is caused by the Client, its employees, contractors, invitees or attendees.

20.4 The Client shall maintain appropriate insurance cover having regard to the nature of the Event.

20.5 Austage shall maintain public liability insurance and other insurances required by law.

20.6 Neither party shall knowingly do anything that may invalidate the insurance cover of the other party.

20.7 The Client shall promptly notify Austage of any incident that may give rise to a claim involving Austage Equipment or Services.

21. Public Liability and Property Damage

21.1 Each party shall be responsible for injury, loss or damage caused by its negligent acts or omissions.

21.2 The Client shall remain responsible for:

- a) attendees;
- b) contractors engaged by the Client;
- c) exhibitors engaged by the Client;
- d) presenters engaged by the Client;
- e) activities under the Client's control.

21.3 Austage shall not be liable for damage arising from the acts or omissions of third parties beyond Austage's reasonable control.

21.4 Neither party shall be liable for damage to property that is not caused or contributed to by that party.

22. Workplace Health and Safety

22.1 The parties acknowledge their obligations under all applicable workplace health and safety legislation.

22.2 The Client shall provide a safe work environment for Austage personnel.

22.3 Austage may suspend work where:

- a) unsafe conditions exist;
- b) site access is unsafe;
- c) statutory requirements are not being met;
- d) personnel safety is at risk.

22.4 Any suspension resulting from unsafe conditions outside Austage's control shall not constitute a breach of this Agreement.

22.5 Additional costs arising from unsafe conditions, restricted access or non-compliant work practices may be charged to the Client.

22.6 The Client shall notify Austage of:

- a) known hazards;
- b) asbestos risks;
- c) structural limitations;
- d) electrical hazards;
- e) hazardous substances;
- f) venue safety requirements.

22.7 Austage personnel shall have authority to stop work where immediate safety concerns exist.

22.8 Work shall not recommence until the relevant safety issue has been adequately addressed.

23. Electrical and Technical Compliance

23.1 The Client shall ensure all client supplied equipment complies with applicable electrical safety requirements.

23.2 Austage may refuse connection of equipment that:

- a) appears unsafe;
- b) lacks required testing;
- c) may damage Austage systems;
- d) may endanger personnel.

23.3 Austage shall not be liable for delays caused by the removal or isolation of unsafe equipment.

24. Intellectual Property

24.1 All intellectual property owned by Austage prior to the commencement of the Services remains the property of Austage.

24.2 Intellectual property developed by Austage in connection with the Services shall remain the property of Austage unless otherwise agreed in writing.

24.3 Subject to payment in full of all Fees, Austage grants the Client a non-exclusive licence to use deliverables supplied under the Agreement for the purposes for which they were created.

24.4 The Client shall not:

- a) reproduce;
- b) modify;
- c) distribute;
- d) commercialise;
- e) licence,

Austage intellectual property outside the agreed purpose without Austage's prior written consent.

24.5 The Client retains ownership of intellectual property supplied by the Client.

24.6 The Client grants Austage a non-exclusive licence to use Client materials solely for the purpose of delivering the Services.

25. Portfolio and Promotional Use

25.1 Unless otherwise agreed in writing, Austage may photograph, film, record or otherwise document the Event for:

- a) internal records;
- b) training purposes;
- c) portfolio purposes;
- d) marketing purposes;
- e) award submissions.

25.2 Austage shall use reasonable discretion when using Event imagery or recordings.

25.3 Where confidentiality obligations apply, Austage shall comply with any agreed restrictions relating to publication.

25.4 The Client may request in writing that Austage not use Event imagery for promotional purposes and Austage shall consider such request acting reasonably.

26. Confidential Information within Event Content

26.1 Where Event recordings contain confidential information, the Client shall notify Austage in writing prior to recording.

26.2 Austage shall take reasonable steps to protect confidential content but shall not be liable for disclosures resulting from Client instructions, public broadcasts or third-party actions beyond Austage's control.

26.3 The Client remains responsible for determining whether content is suitable for live broadcast, recording or publication.

27. Event Cancellation

27.1 The Client may cancel the Services by providing written notice to Austage.

27.2 Upon cancellation, the Client shall pay all costs incurred by Austage up to the date of cancellation including:

- a) labour costs;
- b) subcontractor costs;
- c) supplier cancellation charges;
- d) transport costs;
- e) venue-related costs;
- f) committed third-party expenses.

27.3 In addition to clause 27.2, the following cancellation charges shall apply unless otherwise agreed in writing:

Notice Period Before Event	Cancellation Charge
More than 30 days	Actual costs incurred only
15–30 days	25% of remaining contracted Fees
8–14 days	50% of remaining contracted Fees
4–7 days	75% of remaining contracted Fees
0–3 days	100% of contracted Fees

27.4 The parties acknowledge that the cancellation charges represent a genuine pre-estimate of loss resulting from reserved resources, labour commitments, equipment allocation and lost business opportunities.

27.5 Austage may reduce cancellation charges at its sole discretion where resources can be reallocated to alternative projects.

28. Event Rescheduling

28.1 Austage will use reasonable endeavours to accommodate requests to reschedule an Event.

28.2 Rescheduling requests must be submitted in writing.

28.3 Rescheduling is subject to:

- a) personnel availability;
- b) equipment availability;
- c) venue availability;
- d) subcontractor availability.

28.4 Where an Event is rescheduled rather than cancelled, Austage may apply:

- a) reasonable administration costs;
- b) supplier rescheduling fees;
- c) additional labour costs;
- d) revised pricing where applicable.

28.5 If Austage is unable to accommodate the requested new date, the request shall be treated as a cancellation under clause 27.

29. Errors and Omissions

29.1 Austage shall exercise reasonable care and skill in the performance of the Services.

29.2 If Austage becomes aware of an error or omission relating to the Services, Austage shall use reasonable endeavours to rectify the error or omission as soon as reasonably practicable.

29.3 The Client acknowledges that complex event production, streaming and technical services may involve circumstances beyond Austage's reasonable control.

29.4 Except where liability cannot be excluded by law, Austage's liability arising from an error or omission shall be limited to:

- a) correcting the error or omission;
 - b) re-performing the affected Services; or
 - c) refunding the portion of Fees attributable to the affected Services,
- at Austage's election.

29.5 The Client shall not be entitled to terminate this Agreement solely due to an inadvertent error or omission that Austage is willing and able to rectify within a reasonable period.

30. Limitation of Liability

30.1 To the maximum extent permitted by law, Austage's total aggregate liability arising out of or in connection with the Services, whether in contract, tort, negligence, statute or otherwise, shall not exceed the Fees actually paid by the Client under the relevant engagement.

30.2 Neither party shall be liable to the other for:

- a) loss of profit;
- b) loss of revenue;
- c) loss of business opportunity;
- d) loss of goodwill;
- e) reputational damage;
- f) indirect loss;
- g) consequential loss;
- h) special loss.

30.3 The limitations contained within this clause apply regardless of the cause of action.

30.4 Nothing in this Agreement excludes or limits liability:

- a) which cannot legally be excluded;
- b) arising from fraud;
- c) arising from wilful misconduct;
- d) under the Australian Consumer Law where such liability cannot lawfully be excluded.

31. Client Indemnity

31.1 The Client shall indemnify Austage against claims, liabilities, losses, damages, costs and expenses arising from:

- a) breach of this Agreement by the Client;
- b) negligent acts or omissions of the Client;
- c) acts or omissions of the Client's employees, contractors, agents, invitees or attendees;
- d) content supplied by the Client;
- e) infringement of intellectual property rights arising from materials supplied by the Client.

31.2 The Client's indemnity shall be reduced to the extent that any claim results from the negligence, breach of contract, unlawful act or omission of Austage.

32. Austage Indemnity

32.1 Austage shall be responsible for claims arising directly from its own negligent acts or omissions.

32.2 Austage's liability remains subject to the limitations contained within this Agreement.

33. Third Party Claims

33.1 Where a claim is made against either party by a third party, the affected party shall:

- a) promptly notify the other party;
- b) provide reasonable cooperation;
- c) take reasonable steps to mitigate loss.

33.2 Neither party shall admit liability on behalf of the other party without prior written consent.

34. Privacy

34.1 Each party shall comply with applicable privacy legislation including the Privacy Act 1988 (Cth).

34.2 Austage may collect, use and disclose personal information for purposes including:

- a) providing Services;
- b) administering accounts;
- c) credit assessment;
- d) legal compliance;
- e) business administration.

34.3 Austage may engage third-party service providers for administration, cloud storage, accounting, project management and communications.

34.4 Austage shall take reasonable steps to protect personal information from unauthorised access, disclosure or misuse.

34.5 Where a data breach occurs involving personal information held by Austage, Austage shall comply with applicable notification obligations under Australian law.

35. Credit Information

35.1 Where credit facilities are requested, the Client authorises Austage to obtain commercial and consumer credit information as reasonably necessary to assess creditworthiness.

35.2 Austage may disclose information to credit reporting agencies, debt recovery providers, legal advisers and financiers as permitted by law.

35.3 Austage shall handle such information in accordance with applicable privacy legislation.

36. Confidentiality

36.1 Each party shall keep confidential all Confidential Information disclosed by the other party.

36.2 Confidential Information shall not be disclosed except:

- a) with written consent;
- b) where required by law;
- c) to professional advisers;
- d) where reasonably required for performance of this Agreement.

36.3 This obligation survives termination of the Agreement.

36.4 The parties acknowledge that pricing, commercial terms, technical methodologies, event designs, client information and business processes are Confidential Information.

37. Non-Disclosure of Commercial Terms

37.1 The Client shall not disclose Austage pricing, quotations, proposals, methodologies or commercial arrangements to third parties without Austage's written consent.

37.2 This clause does not prevent disclosure:

- a) required by law;
- b) required by auditors;
- c) required by government procurement processes;
- d) required by professional advisers bound by confidentiality obligations.

38. Survival

38.1 Clauses relating to:

- a) payment;
- b) confidentiality;
- c) intellectual property;
- d) liability;
- e) indemnities;
- f) privacy,

shall survive termination or completion of the Services.

39. Service of Notices

39.1 Any notice, demand, approval, consent or other communication under this Agreement must be in writing.

39.2 A notice may be given by:

- a) personal delivery;
- b) registered post;
- c) courier;
- d) email.

39.3 A notice shall be deemed received:

- a) if delivered personally, when delivered;
- b) if sent by registered post, three (3) Business Days after posting;
- c) if sent by courier, upon delivery confirmation;
- d) if sent by email, at the time of transmission unless an automated delivery failure notice is received.

39.4 Notices may be sent to the most recent contact details advised by either party.

40. Force Majeure

40.1 Neither party shall be liable for delay or failure to perform its obligations where such delay or failure results from a Force Majeure Event.

40.2 Force Majeure Events include but are not limited to:

- a) acts of God;
- b) severe weather;
- c) flood;
- d) fire;
- e) pandemic;
- f) epidemic;
- g) government restrictions;
- h) venue closure;
- i) industrial action;
- j) terrorism;
- k) civil unrest;
- l) cyber security incidents;
- m) telecommunications outages;
- n) utility failures;
- o) events beyond the reasonable control of the affected party.

40.3 The affected party shall promptly notify the other party upon becoming aware of the Force Majeure Event.

40.4 Both parties shall use reasonable endeavours to mitigate the impact of the Force Majeure Event.

40.5 Where a Force Majeure Event results in cancellation or postponement of an Event, the parties shall first seek to reschedule the Event before exercising termination rights.

40.6 Costs incurred prior to the Force Majeure Event remain payable.

41. Subcontracting

41.1 Austage may engage subcontractors, suppliers and consultants to perform part of the Services.

41.2 Austage remains responsible for coordination of Services performed by subcontractors engaged by Austage.

41.3 The Client shall not directly engage or instruct Austage subcontractors in relation to the Services without Austage's prior written approval.

42. Assignment

42.1 Austage may assign, novate or transfer its rights and obligations under this Agreement to a related entity or successor business.

42.2 The Client may not assign, novate or transfer its rights or obligations without Austage's prior written consent, such consent not to be unreasonably withheld.

43. Independent Contractor Relationship

43.1 Nothing in this Agreement creates a partnership, joint venture, agency, employment relationship or fiduciary relationship between the parties.

43.2 Austage performs the Services as an independent contractor.

44. Entire Agreement

44.1 This Agreement constitutes the entire agreement between the parties regarding the Services.

44.2 Any prior discussions, negotiations, representations or understandings are superseded by this Agreement.

44.3 No reliance is placed upon any statement not expressly contained within this Agreement.

45. Severability

45.1 If any provision of this Agreement is held to be invalid, illegal or unenforceable, that provision shall be severed to the extent necessary without affecting the validity of the remaining provisions.

46. Waiver

46.1 Failure by either party to enforce any right under this Agreement shall not constitute a waiver of that right.

46.2 Any waiver must be in writing and signed by the party granting the waiver.

47. Amendment

47.1 No amendment to this Agreement shall be effective unless agreed in writing by both parties.

47.2 Austage may update these Terms and Conditions for future engagements by providing updated terms prior to acceptance of a new engagement.

48. Dispute Resolution

48.1 The parties shall attempt in good faith to resolve any dispute through negotiation before commencing legal proceedings.

48.2 If a dispute cannot be resolved within fourteen (14) days, either party may request mediation.

48.3 Nothing in this clause prevents a party seeking urgent injunctive or interlocutory relief.

48.4 During the dispute process, both parties shall continue to perform their obligations to the extent reasonably possible.

49. Governing Law and Jurisdiction

49.1 This Agreement shall be governed by the laws of Victoria, Australia.

49.2 The parties submit to the exclusive jurisdiction of the courts of Victoria.

50. Australian Consumer Law

50.1 Nothing in this Agreement excludes, restricts or modifies any guarantee, condition, warranty, right or remedy implied by law where such exclusion, restriction or modification would be unlawful.

50.2 Where legislation permits Austage to limit its liability, Austage's liability shall be limited to:

- a) re-supply of the Services;
 - b) payment of the cost of re-supplying the Services;
 - c) repair or replacement of goods supplied;
 - d) payment of the cost of repairing or replacing goods supplied,
- at Austage's election.

SCHEDULE A – EVENT CANCELLATION MATRIX

Notice Period Before Event	Charge
More than 30 days	Actual costs incurred only
15–30 days	25% of remaining Fees
8–14 days	50% of remaining Fees
4–7 days	75% of remaining Fees
0–3 days	100% of contracted Fees

Supplier cancellation charges, committed labour costs and non-recoverable third-party expenses remain payable in addition to the above where applicable.

SCHEDULE B – EVENT ASSUMPTIONS

Unless otherwise stated in writing, Austage pricing assumes:

- a) unrestricted venue access during agreed times;
- b) suitable loading dock access;
- c) suitable lift access where required;
- d) adequate power supply;
- e) venue compliance approvals have been obtained;
- f) client supplied content is supplied by agreed deadlines;
- g) presenters arrive on time and prepared;
- h) venue internet services operate as represented;
- i) venue infrastructure is fit for purpose;
- j) no material change to Event scope.

Any variation to these assumptions may result in additional Fees.

SCHEDULE C – STANDARD LABOUR CONDITIONS

Unless otherwise stated in a quotation:

- a) minimum crew call – four (4) hours;
- b) overtime applies after ten (10) hours worked in a day;
- c) public holiday rates apply on gazetted public holidays;
- d) meal breaks shall be provided in accordance with applicable workplace obligations;
- e) where meal breaks cannot reasonably be taken due to Event requirements, additional labour costs may apply;
- f) late night bump-out, early morning starts or split shifts may attract additional charges;
- g) crew waiting time resulting from Client or venue delays may be chargeable.

SCHEDULE D – STREAMING SERVICES DISCLAIMER

The Client acknowledges that streaming, webcast and hybrid event services depend upon third-party infrastructure including internet connectivity, telecommunications networks, cloud services and streaming platforms.

Whilst Austage will use reasonable skill and care and may deploy redundancy systems where agreed, Austage does not guarantee uninterrupted streaming, recording or transmission and shall not be liable for outages or interruptions arising from failures of third-party systems beyond Austage's reasonable control.

Where backup recordings are included within the scope of Services, Austage shall use reasonable endeavours to provide such recordings but does not guarantee recovery of content in all circumstances.