



1st Choice Events TERMS AND CONDITIONS

1. DEFINITIONS - In these Conditions:

1st Choice Events is "the Company"; "the Client" shall mean the legal person or persona to whom the Company is obliged to provide the Services; "the Services" shall mean the provision of booking facilities, passes, corporate hospitality, event information and any other services and "the Price" shall mean the cost for the Services, exclusive of all (if any) GST.

2. CONTRACT

The Company contracts only on the Conditions contained herein. The Conditions take precedence over any terms or conditions subsequently issued by the Client. All Contracts and transactions relating to the provision of the Services by the Company whether verbal or in writing, are subject to these Conditions which shall be deemed to be incorporated into any contract between the Company and the Client. The Client is obliged to pay the non-refundable deposit amount requested. If the Company accepts the Client's reservation, it shall issue an invoice for the amount to be paid. The issue of the invoice/receipt shall constitute the contract.

3. PAYMENT

The price shall be paid as follows:

- a) A deposit of 50%, unless otherwise stated at the time of booking, must be paid to the Company within seven working days from the date of booking.
- b) Final balances must be paid to the Company not later than 13 weeks prior to the first day of the booked Event and
- c) if the booking is made within 13 weeks of the first day of the booked Event, the deposit and final balance must be paid to the Company within five working days from the date of booking. In the event of the price, or any part thereof being outstanding after the due date for payment, the Company at their sole discretion reserves the right to cancel the booking and resell the services.

4. AMENDMENTS/CANCELLATIONS

Cancellation or alterations of bookings will be accepted at the sole discretion of the Company. In the event of the Client wishing to alter or cancel the booking any such alteration or cancellation must be confirmed in writing to the Company. On receipt of such cancellation or alteration instruction, the following scale of cancellation and alteration charges will be applied and due and payable to the Company (whether already paid or not):

- a) Cancellations;
 - i) Up to 13 weeks before the first day of booked Event - 50% of the price.
 - ii) Less than 13 weeks before the first day of booked Event - Total price

- b) Amendment Fee

Where the Company is willing and able to accept alterations or amendments, a \$25 administration charge may be added to final balance for each amendment made to the original booking, save where the amendment increased the size of the original booking. Cancellation and amendment charges are not intended to be penal, but are an estimate of

the loss that may be caused to the Company. The Company will use their best endeavours to re-sell the services to mitigate the client's liability.

5. CLIENTS DUTIES

Behaviour: The Company reserves the right to refuse entry or to provide the Services to any Client or any Client's guest on the day of the Event if the Client or guest behaves in any manner which is in the opinion of the Company likely to cause offence or injury to any other party. Notwithstanding the foregoing, the Client shall be liable with regard to any loss, damage, cost, expense or injury incurred or suffered by the Company which relates to or arises out of the acts or omissions of the Client or the Client's guests and the Client shall indemnify the Company accordingly. This obligation shall be without limit of time.

6. DISCLAIMER

a) Alterations to the Programme:

The Company shall make every reasonable effort to adhere to the programme but the Company is authorised to alter or omit or change the services for any cause which the Company in their absolute discretion shall consider to be just and reasonable. In the event that the Company is obliged to make any material changes in the services or cancel them as booked by the Client for any reason other than "Force Majeur", the Company will always use its best endeavours to ensure that arrangements offered are of at least equal or superior standards.

b) The Company reserves the right to pass on any suppliers price increases to the Client. Such increase must be paid to the Company before any tickets can be issued or the Event staged.

c) If the price is materially increased or the Company unreasonably alter the service or the package of any events the Client shall be entitled to cancel the order concerned by giving written notice to be received by the Company within 48 hours of the Client having been notified of the change. In this event the Client shall be entitled to a full refund of the monies paid in respect of the Service or Event concerned provided that the Client shall indemnify the Company for all obligations incurred by the company on behalf of the Client subject to any refunds which the Company may be able to obtain and provided that the Company shall be entitled to retain the Deposit.

d) Cancellation by the Company of one or more Events or Service shall not entitle the client to cancel any other Event or Service.

e) The Company has no control over the running of the Event or Service and all details and descriptions in relation thereto are for guidance purposes only.

f) The Company shall not be held liable for any omission by any person not employed directly by the Company. The Company has no control over the Events and does not have any say and cannot accept any liability for the actions or omissions of the organisers or operators of the Events or their servants, agents or employees.

g) The Company give no warranties that the Event or Service shall take place at the time and place stipulated or at all. The Company shall not be liable to give any refund should the Event be postponed except where the Client has insured against cancellation.

h) The Client hereby acknowledges that the Company has no control over the pricing policy of tickets for the Event and that any description of the position of seats is a matter for which the Company have no liability.

i) Force Majeure:

Both the Company and the Client shall be released from any further obligations regarding an Event or Service in the event of national emergency, prohibitive governmental regulations cancellation of the Event by third parties or any cause beyond the Company's reasonable control which renders the performance of any event impossible. This provision shall not

relieve the Company of its obligation to pay for all Events completed pursuant to an order or to indemnify the Company for obligations incurred by the Company as agent of the Client or oblige the Company to repay the deposit.

j) **Liability**

i) In all arrangements involving third parties the Company act only as agent of the Client and no liability of any kind whatsoever shall be attached to the Company in connection with or arising from such arrangement with a third party.

ii) The Company will not be responsible for loss, damage, injury to any Client or third party or their property, howsoever caused.

iii) Company liability will under no circumstances exceed the price paid for the Service or Event package.

7. AGENCY STATUS

Unless expressly stipulated the Company acts at all times as an agent for the client. The Company sources event products and service on behalf of the client and provides no warranty as to their quality, fitness for purpose, nor that they will be provided nor take place at all.

8. LAW

These Conditions shall be governed by and construed in accordance with the law of Australia.