

## **SERVICE AGREEMENT**

This Service Agreement, together with:

- (a) each quote, invoice or email provided to You by Us, whether signed or not; and
- (b) any Special Conditions specific to the type of service,

set out the terms of the service agreement (the "Service Agreement") between You and Us. The provision or acceptance of a quote shall not form a separate agreement between You and Us, but shall constitute part of this Service Agreement. Any terms contained in any document supplied by You, including any terms on Your purchase order or contract, will not form part of the Service Agreement.

### **1. Definitions:**

(1A) "We/Us/Our" and similar expressions refers to Andrew Claridge (ABN 90 897 826 451). "You/Your/The client" refers to the person, firm, organisation, partnership, corporation, trust or other entity hiring Us for services.

### **2. Fees:**

(2A) Please contact us for a copy of our standard rates including day rates, travel rates, hourly rates and surcharges. All day rates are for a 10 hour period, hourly rates apply after 10 hours.

(2B) You agree that any discounts to our fees provided to you on the original quote/invoice may revert back to our standard rates should you cancel any portion of the original service period. The same may apply to any mutually agreed fee if the fee is lower than our standard rates. In either instance an amended invoice will be issued reflecting the changes.

### **3. Payment Terms:**

(3A) Upon accepting our quote for services you agree that 100% of our fees are to be paid upfront and within 7 days of receiving the invoice for said fees unless an alternative payment arrangement is agreed to in writing.

(3B) For services requiring travel, whether internationally or domestic you accept that our full fee must clear our account prior to us departing to your destination. You understand that we will not travel unless these funds have been cleared prior and we will not be held liable for any losses you incur as a result of us not traveling due to your failure to pay on time.

(3C) All fees can be paid by EFT or credit card (on request) and will secure our services for the dates/hours mentioned as per the quote, email or invoice. Any final balances owing for additional services, days, hours or expenses throughout the service period that are not on the initial quote/invoice or email will be payable within 7 days upon receipt of an invoice at the end of the service period.

(3D) You understand that all fees whether paid or still owing by you, as per these terms, cannot be transferred or credited to future events or dates at any time unless agreed to by us in writing.

(3E) You understand that our services for your required dates are only secure once payment has been made and remain open to other clients until this time.

### **4. Deposit:**

(4A) Upon accepting our quote and agreeing to engage us for services you will receive an invoice for our full fee. You agree to pay this fee within 7 days of receiving the invoice. 50% of this fee acts as a non-refundable deposit. The other 50% is refundable as per the terms outlined in this service agreement.

(4B) Should your dates change after paying our fee, you understand that your deposit is not refundable and cannot be credited to future jobs. Where possible we will work with you to accommodate the date changes, however no guarantees can be made.

### **5. Cancellation:**

(5A) You agree that any cancellation of our services at any time will result in you relinquishing your deposit.

(5B) Should you cancel our services within 14 days of the first day of service, you understand that 75% of our fee is non-refundable. In the instance where you have accepted our invoice and have not paid our fees, or have only made a partial payment, you agree that the balance up to 75% of the total fee must still be paid to us.

(5C) Should you cancel our services within 7 days of the first day of service, or at any time during the service period, you understand that 100% of our fee is non-refundable. In the instance where you have accepted our invoice and have not paid our fees, or have only made a partial payment, you agree that the remaining balance of the total fee must still be paid to us.

(5D) If we are required to book and pay for expenses, such as flights and hotels and you cancel our services, you understand that these expenses will be deducted from any refundable amount owed to you. If you have not paid our fees or have only made a partial payment, you agree to pay the balance of any associated costs for such expenses.

(5E) In the instance where you have accepted our invoice and have not paid our fees, or have only made a partial payment, you agree that the remaining balance of any fees in accordance with this service agreement are still payable to us and must be received within 5 days after your notice to cancel our services.

(5F) We reserve the right to cancel our services at any time without reason, in this instance a full refund of any money paid to us by you will be refunded within 5 business days if cancellation occurs prior to the start of the service period. If the service period has already started we will refund the balance of fees minus the fees for work already undertaken.

### **6. International & Domestic Travel:**

(6A) You accept to pay all travel expenses including, flights, ground transport and minimum 4 star hotel accommodation (not shared) when we are required to work outside of the Gold Coast or outside of Australia.

(6B) Domestic flights may be booked as premium economy or economy class airfares. An aisle seat must be secured for flights in premium economy and for economy class fares either an exit seat or extra legroom seat on the aisle must be secured at the time of booking. A checked baggage allowance of 1 bag will also be required. All international flights must be booked as business class return airfares and must be with carriers that hold a minimum 7 star safety rating as found on [www.airlineratings.com](http://www.airlineratings.com)

(6C) For the duration of travel a per diem of \$AUD130.00 per day, per staff member (for domestic travel) or \$AUD180 per day, per staff member (for international travel) will be payable by you upon receipt of an invoice unless an alternative arrangement has been made and agreed to by us in writing.

(6D) The appropriate entry/work visas into the destination country/s must be arranged by the client prior to us departing to your destination. You agree that any additional costs, travel expenses or legal fees arising from incorrectly issued visas will be covered by you.

### **7. Intellectual Property:**

(7A) The intellectual property rights in any materials prepared by the client reside with the client. The client acknowledges that the intellectual property rights in any materials prepared by Andrew Claridge reside with Andrew Claridge. Examples of intellectual property includes but is not limited to creative concepts, decor concepts, technical and staging concepts and choreography. The client understands that none of the creative works or intellectual property developed by Andrew Claridge may be used by the client until the final balance of fees has been paid.

### **8. Force Majeure:**

(8A) You agree that we may terminate our services at any time due to an event of Force Majeure.

(8B) Force Majeure means the following events - Fire, storm, flood disruption, disruption to power, earthquake, cyclone, tempest, tornado, severe sand storm, hurricane, explosion, landslide, insurrection, air travel disruption, civil war, military or usurped power, sabotage, act of public enemy, acts of terrorism, war whether declared or not, revolution, riot, invasion, armed conflict, confiscation, nationalisation, resumption or damage to property, radiation or chemical nuclear contamination, ionising radiation, plague or other serious epidemics or acts of God.

### **9. Governing Law:**

(9A) The parties submit themselves to the jurisdiction of the courts of QLD, NSW, VIC, WA, N.T, TAS and the Commonwealth of Australia for all proceedings arising from this agreement.

