



## TERMS & CONDITIONS

### 1. Engagement

- 1.1. WildHoney agrees to provide Creative Services as set out in the Schedule to the Client for the Event pursuant to this Agreement.
- 1.2. WildHoney is acting in its capacity as an independent contractor in providing Creative Services.
- 1.3. The Client agrees that it will not make any private arrangements directly with the Talent and/or its contractors for this or any future engagements.
- 1.4. The Client acknowledges that any services outside the scope of the Schedule will be subject to additional fees and/or terms to be negotiated by the parties in good faith.

### 2. Payment

- 2.1. In consideration of WildHoney providing the Creative Services to the Client for the Event, the Client agrees to pay the Fee as shown in the Schedule and within seven (7) days receipt of a valid tax invoice of the same.
- 2.2. The Client agrees to directly pay for, or reimburse WildHoney for, the Expenses in the Schedule and any other expenses which may be incurred if reasonably necessary for WildHoney to provide the Creative Services for the Event ("**Expenses**"). All Expenses shall be subject to the Client's approval not to be unreasonably withheld or delayed. The Client acknowledges that Expenses shall be payable within seven (7) days receipt of a valid tax invoice.
- 2.3. If the Client fails to pay the Fee within the required timeframes, WildHoney may accept other engagements and will not be obliged to appear at the Event.
- 2.4. The Client acknowledges that the Deposit is non-refundable, subject to clause 5.
- 2.5. The Client acknowledges that a surcharge may apply for payments made by credit card.

### 3. Obligations

#### Obligation

- 3.1. The Client agrees to make itself reasonably available to WildHoney for communications relating to the Event, and to provide WildHoney with information regarding the Event upon request in a timely manner. In relation to approvals for Expenses, in the event that the Client has not responded within two (2) business days, approval will be deemed to be given, so long as the Expense is necessary and reasonable.
- 3.2. WildHoney agrees to effect and maintain General & Products Liability Insurance in the amount of not less than \$30,000,000 (or such other amount as agreed between the parties) in respect of the Event, and to provide evidence of such insurance if requested by the Client.
- 3.3. The Client agrees to effect and maintain public liability insurance in the amount of not less than \$20 million (or such other amount as agreed between the parties) in respect of the Event, and to provide evidence of such insurance if requested by WildHoney.
- 3.4. The Client agrees to obtain all necessary permits and consents from any relevant authorities in relation to the provision of the Creative Services at the Event and to comply with all conditions imposed in connection with the granting of any such permits and consents.
- 3.5. The Client agrees to comply with health and safety laws and is responsible for providing a safe workplace for WildHoney and its contractors (if applicable). This may include conditions such as a level & stable stage, crowd control, safety officer(s), and only allowing WildHoney and/or its contractors to perform if the Weather Conditions are suitable (pursuant to the Schedule). If a safe space is not provided at the Event, WildHoney and/or its contractors reserves the right not to perform.
- 3.6. The Client agrees to use its best endeavours to ensure sufficient supervision of the Venue, to prevent the entry of undesirables and to ensure proper conduct of the audience during the Event for the safety of WildHoney and/or its contractors.

#### **4. Intellectual Property and Appearances**

- 4.1. The Client acknowledges that they will not acquire any intellectual property in any material owned or controlled by WildHoney including without limitation any intellectual property in the Talent's performance, images or recordings (if applicable).
- 4.2. WildHoney grants to the Client the right to use WildHoney's Talent name, approved photographs and other approved material provided by WildHoney to promote the Event under the condition that the Client complies with the Photography / Film / Recording Requirements in the Schedule.
- 4.3. The Client acknowledges that WildHoney's name and any goodwill and reputation created in respect of any trademarks, name or logo shall remain WildHoney's sole property and that the Client does not acquire any interest in the same.
- 4.4. The Client shall be responsible for securing and complying with One Music / APRA / PCCA licenses for any music that may be used in connection with the Talent's performance at the Event (if applicable).

#### **5. Cancellation**

- 5.1. If for any reason (including without limitation illness, emergency, accident, war, act of God, pandemics (including COVID-19), weather conditions, safety reasons, or if circumstances make travel unsafe or impossible) WildHoney and/or the Talent in the Schedule cannot perform/appear at the Event, WildHoney shall:

- (a) use its best endeavours to provide the services of a comparable Talent for the Event to the satisfaction of the Client; OR
  - (b) re-schedule the Event to a mutually acceptable date; OR
  - (c) if neither of the foregoing options are available, WildHoney shall refund the amount of the Fee that it holds at such time to the Client, less any Expenses it has already incurred.
- 5.2. In the event that the parties agree to re-schedule the Event pursuant to Clause 5.1, the parties shall document the details of such re-scheduled event in writing as soon as possible ("**Re-scheduled Event**").
- 5.3. If the Client cancels the Event for any reason, the following terms apply:
- (a) More than 30 days' notice of cancellation prior to the Event date – the Deposit shall be payable;
  - (b) Less than 30 days' notice prior to the Event date – the total Fee shall be payable;
  - (c) In the event of a Re-Scheduled Event date – the total Fee shall be payable; and
  - (d) The above is in addition to any Expenses incurred by WildHoney and which are payable by the Client.
- 5.4. Any amount due to WildHoney pursuant to Clause 5.3 must be paid in full within thirty (30) days of the date of invoice.

## **6. Indemnity and Warranty**

- 6.1. WildHoney does not make any representation or warranty in respect of the Creative Services, except as expressly contained in this Agreement. To the maximum extent permitted by law:
- (a) the Client releases WildHoney, and its agents, officers, employees and contractors from any claim, liability, loss or expense arising from or in connection with the Creative Services under this Agreement; and
  - (b) the Client indemnifies WildHoney against any claim, liability, loss, expense, action or demand suffered or incurred by WildHoney arising from or in connection with any act or omission by the Client or its agents, officers, employees or contractors in relation to the Event or this Agreement, except to the extent caused by any negligent act or omission by WildHoney or its agents, officers, employees or contractors.
- 6.2. The Client warrants that the Event (and the Venue) will comply with all Australian Government Department of Health guidelines and recommendations (as amended from time to time).

## **7. General**

- 7.1. The representative of the Client who signs (or otherwise approves) this Agreement warrants to WildHoney that he or she is duly authorised by the Client to sign this Agreement on the Client's behalf.
- 7.2. This Agreement is subject to the New Tax System (Goods and Services Tax) Act 1999 and if any payment made by one party to any other party under or relating to this document constitutes consideration or taxable supply for the purposes of GST or similar tax, the amount to be paid for the supply will be increased so that the net amount retained by the supplier after payment of that GST is the same as if the supplier was not liable to pay GST in respect of that supply.

- 7.3. The terms of this Agreement are confidential between the parties.
- 7.4. This Agreement and the Schedule embodies the entire agreement between WildHoney and the Client with respect to the subject matter hereof and may only be altered by WildHoney and the Client in writing.
- 7.5. Neither party shall be entitled to assign this Agreement to another party unless mutually agreed.
- 7.6. This Agreement shall be governed by and construed in accordance with the laws of the State of Victoria, Australia.