

Adelaide Fringe Event and Hospitality Terms and Conditions

Adelaide Fringe Incorporated ABN 71 660 859 461 (**Adelaide Fringe**) and the party referred to as the "Client" in the Booking Form (**Client**) agree that Adelaide Fringe will provide certain corporate hospitality and event services (**Event**) for the Client, in accordance with these terms and conditions (**T&Cs**).

By clicking Accept, the Client agrees to be bound by these T&Cs:

1. Event

1.1 The Client may submit one or more Booking Forms. Once these T&Cs are accepted by the Client, the Booking Form will constitute a separate agreement by Adelaide Fringe to host the Event on the terms set out in these T&Cs (Booking). To the extent of any inconsistency between these T&Cs and the contents of any Booking Form, these T&Cs will prevail.

1.2 Tickets to an Adelaide Fringe show that are purchased as part of the corporate hospitality event the subject of this Booking Form (Event) cannot be changed or refunded once purchased. If a show is cancelled, rescheduled or significantly relocated to another venue, the Client will be eligible for a refund.

1.3 The Client must confirm the final minimum number of guests for the Event in writing at least 10 business days prior to the Event. The Client acknowledges and agrees that:

(a) the Client will be charged for this number of guests irrespective of whether less guests actually attend the Event; and

(b) if there is an increase in the number of guests notified to Adelaide Fringe in the 10 business days immediately prior to the Event, it is Adelaide Fringe's absolute discretion whether it can accommodate the increased number of guests.

1.4 The Client acknowledges and agrees that Adelaide Fringe:

(a) has the sole rights in respect of the provision of all catering, food and beverage services for the Event; and

(b) may from time to time appoint a third party contractor to provide catering, food and beverage services on its behalf.

1.5 The Client acknowledges and agrees that the Event is not transferable, except with the prior written approval of Adelaide Fringe.

2. Payment

2.1 The Client must pay Adelaide Fringe the amount specified as the 'Total Cost' for each Event in the relevant Booking Form in accordance with this clause 2 (Event Fee), either up-front in full or by way of a deposit based upon the minimum number of people for the event on booking. The balance in full no less than 5 business days before the date of the Event.

2.2 Adelaide Fringe will invoice the Client for the payment option selected in the Booking Form and such invoice will be payable within 14 days by electronic funds transfer to the bank account nominated by Adelaide Fringe.

2.3 Adelaide Fringe may require the Client to pay any catering costs and other out of pocket expenses that are part of the Event Fee prior to incurring those costs and expenses.

2.4 In relation to each Event, Adelaide Fringe is not required to issue any tickets or provide any other services (including access to the Event) to the Client unless and until the Event Fee has been paid in full and cleared funds in accordance with this clause 2.

3. Sponsorship Clients

If the Client is party to a current Sponsorship Agreement with Adelaide Fringe under which it receives a specified dollar amount for Events, the Event Fee will be deducted from the allocation of hospitality services granted to it under the Sponsorship Agreement.

4. Cancellations or Changes to the Event

4.1 The Client acknowledges and agrees that any amendments requested to the Event, including without limitation cancellation, confirmation of guest numbers, amendments to timing, and amendments to the food or beverage order must be provided in writing to hospitality@adelaidefringe.com.au. Amendments to an Event will not be accepted by any other means. Adelaide Fringe makes no representation that it will be able to accept any request for an amendment to the Event.

4.2 Adelaide Fringe may cancel part or all of the Event (in its absolute discretion). If Adelaide Fringe cancels the Event under this clause, it will refund to the Client all or a portion of the Event Fee that relates to the unsupplied portion of the Event (the amount to be determined in Adelaide Fringe's absolute discretion).

4.3 Adelaide Fringe reserves the right to add, withdraw or substitute any performers or activities at the Event, including any concerts or entertainment, programs, conveniences, attractions or crowd capacity (but excluding where tickets have been purchased to a specific show).

4.4 Adelaide Fringe reserves the right to determine the final location of each Event including, without limitation, the positioning of individual areas.

5. Guests

5.1 The Client must ensure that all guests invited to the Event comply with all reasonable directions given by officers, employees or agents of Adelaide Fringe, and any requirements of Adelaide Fringe including, without limitation, directions or requirements in connection with access to the Event or the conduct of the Client and its guests at the Event. In particular, any person who does not comply with the Conditions of Entry or the Ticketing Terms and Conditions published by Adelaide Fringe from time to time may be refused entry or directed to leave the Event.

5.2 The Client must ensure that any guest who is under 18 years of age is accompanied and supervised at all times by his or her parent or guardian.

5.3 Responsible service of alcohol to guests will be practised by Adelaide Fringe and/or third party contractors appointed by Adelaide Fringe. All bar opening and closing times at the Event may be subject to change by Adelaide Fringe in its absolute discretion.

6. Termination

6.1 Adelaide Fringe may terminate a Booking or these T&Cs without liability if the Client breaches these T&Cs and fails to remedy such breach within 7 days from a notice requesting them to do so (including any failure to pay the Event Fee) or if the Client enters into or is placed under any form of insolvency administration.

6.2 Upon termination of a Booking in accordance with clause 6.1, without prejudice to any other rights or remedies it may have, Adelaide Fringe may:

- (a) require the Client to immediately pay in full any monies unpaid by the Client to Adelaide Fringe;
- (b) require the Client to pay in advance all amounts in respect of subsequent Bookings;
- (c) recover from the Client all costs, fees, and disbursements relating to any action taken by or on behalf of Adelaide Fringe to recover monies from the Client; and/or
- (d) cease or refuse to provide any further Events to the Client including cancellation of any other Bookings.

6.3 Termination of these T&Cs will not affect any accrued rights or remedies either party may have.

7. Variation

These T&Cs as they apply to an existing Booking may be varied only by agreement in writing between each of Adelaide Fringe and the Client. Adelaide Fringe may amend the T&Cs relating to the provision of Events from time to time.

8. Goods and Services Tax

8.1 Unless specified otherwise, any amount payable under these T&Cs does not include any amount on account of GST.

8.2 Where any supply to be made by one party (Supplier) to another party (Recipient) under or in accordance with these T&Cs is subject to GST (other than a supply the consideration for which is specifically described in these T&Cs as 'GST inclusive'):

- (a) the consideration payable or to be provided for that supply but for the application of this clause (GST Exclusive Consideration) shall be increased by, and the Recipient shall pay to the Supplier, an amount equal to the GST payable by the Supplier in respect of that supply (GST Amount); and

(b) the Recipient must pay the GST Amount to the Supplier, without set-off, deduction or requirement for demand, at the earlier of the time that the GST Exclusive Consideration is payable or to be provided and the time that the Supplier has to pay the GST in respect of that supply.

8.3 Notwithstanding any other provision of these T&Cs, the Recipient need not make any payment for a taxable supply made by the Supplier under or in accordance with these T&Cs until the Supplier has given the Recipient a tax invoice in respect of that taxable supply.

8.4 A word or expression used in this clause which is defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) has the same meaning in this clause.

9. Limitation of Liability

9.1 Adelaide Fringe will not be held liable for any failure to perform or delay in performing its obligations under these T&Cs if that failure or delay is due to anything beyond its reasonable control.

9.2 Subject to clause 9.3, Adelaide Fringe excludes all liability arising whether in tort (including, without limitation, negligence), contract or otherwise whether direct, indirect, special or consequential, arising from or in connection with the Event, except for any liability which cannot be excluded by law (in which case liability is limited to the minimum amount permitted by law).

9.3 To the extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities and other terms implied or conferred by statute, custom or the general law that impose any liability or obligation on Adelaide Fringe are excluded under these T&Cs. If a supply under these T&Cs is a supply of goods or services to a consumer within the meaning of the Australian Consumer Law, nothing contained in these T&Cs excludes, restricts or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law, provided that, to the extent that the Australian Consumer Law permits Adelaide Fringe to limit its liability, then Adelaide Fringe's liability shall be limited to:

(a) in the case of services, supplying the services again or payment of the cost of having the services supplied again; and

(b) in the case of goods, replacing the goods, supplying equivalent goods or repairing the goods, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.

10. Indemnity and Release

The Client indemnifies and holds harmless Adelaide Fringe and each of its personnel against all liabilities, losses, claims, proceedings, damages or costs (including legal fees on a solicitor and own client basis), arising in connection with:

(a) any breach by the Client of these T&Cs;

(b) booking the Event; and/or

(c) attendance by the Client and its guests at the Event; (d) acts or omissions of its guests at the Event, including, without limitation, any loss, damage or injury arising out of such acts or omissions.

11. Governing Law

These T&Cs are governed by the laws of South Australia, and the Client submits to the nonexclusive jurisdiction of the courts of South Australia.