

General:

1. Run Events Pty Ltd ABN 26 629 060 484 (**Run Events**), trading as MacKenzie Quarters and/or Ms. Batterhams, agrees to provide event management and any associated services as described in the proposal (**the proposal**) in Schedule 2 to this agreement, for the Client named in Schedule 1 to this agreement (**the Client**), on the terms set out in this agreement.
2. These services will be conducted according to the following terms and conditions, and the attached proposal, except where there is prior written agreement between the parties to the contrary. These terms and conditions are binding upon both Run Events and the customer.

Acceptance

3. The conditions are deemed to have been accepted by the Client, and this agreement entered into, when:
 - a. They, or any authorised representative signs the agreement in the space allotted below, on behalf of the Client; or
 - b. Any payment is made by the Client to Run Events, as provided for under this agreement.
4. Any person who signs on behalf of the Client warrants that they have the authority to do so, and to bind the Client in this agreement.

Run Events Obligations

5. Run Events agrees to exercise due skill and care in the provision of the event management, and any associated services as described in the proposal, to the Client.

Contracting of Services

6. The Client acknowledges and agrees that Run Events may contract any part of the services set out in the proposal to other parties without prior notice to or consent from the Client.
7. Where Run Events contracts services to other parties under (6), the Client acknowledges and agrees that such an arrangement may lead to an additional cost being payable.
8. Where Run Events contracts services to other parties under (6), they agree to consult the Client where additional costs payable under (7) are greater than \$200.
9. For the avoidance of any doubt, where services are contracted under (6), this does not give rise to any liability on Run Events' behalf, or any right to compensation on the Client's behalf.
10. Where the Client wishes to engage an external party for their event (such as an event planner) to manage their event, their name and contact information must be given to Run Events at the time signing.
11. Any such external party must provide Run Events with a certificate of currency for public liability insurance with a minimum cover of \$20,000,000.
12. Run Events reserves the right to refuse or require modification to any plans of any external party, without liability.

Venue Hire

13. Where the services provided by Run Events to the Client includes arranging venue hire, or providing a venue managed by Run Events, the Client agrees to:
 - a. Comply with all terms and conditions imposed by the operator of the venue; and

- b. Comply with all reasonable directions given to them at the venue by the operator of the venue, or any of their employees.
14. The Client acknowledges and agrees that Run Events has no liability for changes that may be made to their event by the operator of the venue, but will use their reasonable endeavours to minimise such changes, including but not limited to:
 - a. Price increases;
 - b. Changes in location;
 - c. Changes in date availability; or
 - d. Cancellation of any hire agreement with the operator of the venue.
15. The Client further acknowledges and agrees that where such changes as described in (14) are made to their event by the operator of the venue, that they alone will be responsible for paying any increased cost.

Liability

16. To the maximum extent permitted by the law, Run Events is not responsible or liable in negligence, contract, tort or any other action, however arising, if the Client or any other person or entity suffers any loss, damage to property, injury or loss of life whilst in transit to, or at the event.
17. The Client acknowledges and agrees that Run Events will not be held responsible for any damage, breakage or loss of items provided by the Client or any associated parties for use or display during their event, howsoever arising.
18. The Client agrees to fully discharge and indemnify Run Events from any liability, claim, action, right or entitlement whatsoever that they have or may have against Run Events, arising out of or in connection with the event.
19. The Client agrees to accept full liability for any damage to property or equipment caused by them, or any other person attending their event, during, before or after their event.

Variation of Proposal

20. Where the Client wishes to amend or vary the scope of the proposal agreed to between them and Run Events, such a request must be made in writing at the earliest possible opportunity.
21. Any such variation will granted or rejected at the absolute discretion of Run Events.
22. The Client acknowledges and agrees that any such variation may incur additional costs, which will be payable by the Client.
23. The Client agrees that they will confirm the number of guests expected at their event no later than 28 days before the scheduled date of the event.
24. The Client further agrees that where changes to the number of guests expected at their event are requested less than 28 days prior to the scheduled date of the event, such changes are at the absolute discretion of Run Events, and will be subject to additional costs.
25. The Client agrees that where the number of guests expected at their event is reduced after entering into this agreement, that no refund will be issued as a result of this reduced number of guests.
26. The Client acknowledges and agrees that Run Events may be required from time to time to make changes to the proposal agreed between them and Run Events.
27. Run Events agrees that they will use their reasonable endeavours to keep such changes to a minimum.
28. The Client acknowledges and agrees that Run Events reserves the right to:

- a. Amend any accidental error or omission in the proposal;
- b. Amend any quotation in order to reflect a change in the circumstances beyond the reasonable control of Run Events; and
- c. Vary their schedule of charges from time to time.

Menus and Beverages

- 29. All necessary menu and beverage confirmations must be given by the Client to Run Events no later than 28 days prior to the date of the event.
- 30. Such confirmation must include:
 - a. Confirmation of any decisions available to the Client regarding menu items or beverages they wish to have served at their event;
 - b. Any requested alterations to menu items or beverages offered to the client;
 - c. Any special dietary or allergy requirements the Client or their guests may have, including the full name of the guest with special requirements; and
 - d. Number of meals to be served.
- 31. The Client acknowledges and agrees that any special requirements or alterations may attract an additional fee to cover any additional costs and expenses.
- 32. The Client acknowledges and agrees that menus and beverages may be subject to change due to seasonal availability, or other circumstances outside of the control of Run Events.
- 33. Whilst Run Events will use their reasonable endeavours to minimise such changes, these changes do not give rise to any liability on their behalf, or give the Client any right to compensation.
- 34. The Client acknowledges and agrees that no food or beverages may be brought in from outside the venue without the prior approval of Run Events.

Venue access

- 35. The provisions under this heading apply only where the event is conducted at venue operated by Run Events.
- 36. Run Events will provide the Client with access to the venue for event set up for a period of two hours prior to the event start time set out in Schedule 1.
- 37. Where Run Events is reasonably able to offer the Client an increased amount of time for access to the venue prior to the event, they will endeavour to offer the Client an increased amount of time, however any such increase in time allowed will be at the sole discretion of Run Events.
- 38. Run Events will provide the Client with access to the venue following the event for a period of two hours following the event end time set out in Schedule 1, to remove their equipment and property.
- 39. Any access to the venue required outside these times must be requested by the Client in writing no less than ten days prior to the event. Run Events reserves the right to deny any such requests at their discretion, with no liability.
- 40. In the event that Run Events incurs any costs as a failure of the Client to comply with these provisions, the Client acknowledges and agrees such costs will be payable by the Client.
- 41. Any items which the Client wishes to have delivered to the venue must be delivered on dates and times agreed to between Run Events and the Client, and be clearly marked with the name and date of the event.
- 42. Any items delivered not in compliance with (41) may be refused by Run Events, without liability.

- 43. All equipment and property of the Client brought into the venue not removed in the time allowed by (38) may be removed or discarded by Run Events, and Run Events will not be liable for any damage or loss suffered by the Client as a consequence.

Security

- 44. Run Events staff oversee all events, and may remove guests whose behaviour is consider disruptive, disorderly, offensive or illegal, however, do not provide licensed security for events.
- 45. Where Run Events determine there is a risk, they may employ licensed security for an event.
- 46. Such security will be at the Client's cost.

Payment and Payment Terms

- 47. The Client shall pay to Run Events an initial part deposit of \$1,000 plus GST (**the part deposit**) within 7 days of the acceptance the agreement;
- 48. The Client shall then pay to Run Events a further amount representing 50% of the total price payable to Run Events, as set out under the proposal, within 30 days of acceptance of the proposal (**the full deposit**).
- 49. The Client shall then pay to Run Events the remaining balance payable (**the remaining balance**) no later than 28 days before the scheduled date of the event.
- 50. Additional payments (**additional payments**) required including but not limited to:
 - a. Out of pocket expenses;
 - b. Disbursements; or
 - c. Any other amounts payable due to changes in the scope of the proposal;
 Must be paid no later than 7 days prior to the scheduled date of the event. Where such costs are incurred within 7 days of the event, they are immediately payable.
- 51. Costs for breakages and/or damage to property or equipment caused by the Client or any other person attending their event, are payable within 14 days of Run Events informing the Client of the amount payable.
- 52. All payments are to be made by credit card, or direct deposit into the following bank account:

Account Name: Run Events Pty Ltd
BSB: 033 688
Account Number: 560 145
- 53. All prices quoted or charged are in Australian Dollars, unless otherwise stated, and inclusive of GST or any other applicable, fees, charges or taxes, as required or charged by Run Events or any applicable legislation.

Date

- 54. The Client acknowledges and agrees that the date of their event is not confirmed until such a time as the full deposit outlined under (48) has been paid in full to Run Events, and been received into their account.

Cancellation & Refunds

- 55. Where either party wishes to cancel this agreement, they must do so via written notice.
- 56. The Client acknowledges and agrees that where they wish to cancel this agreement:
 - a. Under no circumstances will any deposit (either the part deposit or the full deposit) which has been paid be refundable;
 - b. If notice is provided by the Client to Run Events later than 28 days prior to the

scheduled date of the event, the total price payable, as set out under the proposal becomes immediately payable;

- c. Any additional costs reasonably incurred by Run Events in cancelling any arrangements organised in connection with Client's event will be paid by the Client to Run Events, within 7 days of receiving notice of these costs.
57. The Client acknowledges and agrees that Run Events may immediately terminate this agreement, where:
- a. The Client has failed to pay any amount owing to Run Events, under this agreement or the proposal, by the date it is due;
 - b. The Client has committed a breach of this agreement, and where the breach is capable of remedy, the Client fails to remedy that breach within 14 days of being given written notice of that breach; or
 - c. The Client has committed a breach of this agreement, and that breach is not capable of remedy.

Where this agreement is terminated under this provision, no money paid will be refundable.

58. Where Run Events elects to cancel the event, in circumstances where there has been no breach of this agreement, they will refund the Client the deposit paid, less any reasonably incurred expenses.

Cancellation due to Government Restrictions or Unforeseen Circumstances

59. Where the event cannot proceed substantially unchanged from the terms planned under the proposal, either due to government restrictions or any other unforeseen circumstance, the parties acknowledge that, at their absolute discretion, Run Events may elect to:
- a. Reschedule the event to another date; or
 - b. Come to some alternate arrangement regarding how the event may be conducted, including but not limited to options such as:
 - i. Hosting the event virtually; or
 - ii. Mailing or delivering to other parties food and/or beverage packs.
- With the details of any such arrangement to be determined between Run Events and the Client, at the absolute discretion of Run Events.
60. Where an event is 14 days or less away from the time of implementation of government restrictions or other unforeseen circumstance, it cannot be rescheduled under (59)(a) and will be cancelled under (63), unless agreement is reached under 59(b).
61. Where an event is rescheduled under (59)(a), the Client agrees that Run Events reserves the right to issue a new proposal for that event, which will be treated as and from the date of issue as the proposal for the purposes of this contract.
62. Where an event is rescheduled under (59)(a), and Run Events has reasonably incurred costs in preparation for that event, they are entitled to payment of those costs in addition to any costs which may be incurred for the rescheduled event.
63. Where Run Events is required to, or elects to cancel the event, due to government restrictions, or any other unforeseen circumstance:
- a. They will refund any amount paid by the Client, less any costs already incurred;
 - b. Where the total costs incurred by Run Events at the time of cancellation are equal to or

greater than the total amount received in payment from the Client, no refund will be issued under this agreement.

Default

64. Where any amount owing under this agreement by the Client to Run Events is not paid by the agreed time, interest at a rate of 10% pa, compounded daily, will accrue on the amount outstanding, and the amount repayable will include the initial amount owing under this agreement and any additional interest accrued.
65. Any costs incurred by Run Events in recovering any amounts owing under this agreement, including interest, will be payable by the Client, including but not limited to solicitors' fees.

Privacy

66. Run Events will collect, store and handle all personal information about the Client, or any associated parties, in accordance with their privacy policy, and any relevant legislation.
67. Such personal information will be used primarily for the purpose it was collected, that purpose being in planning the event and providing services for the event.
68. Such personal information may also be kept on file by Run Events and used for marketing purposes and to enable dissemination of information about other goods or services offered by Run Events, and the Client agrees that they, and any associated parties, may be contacted by email, SMS or social media.

Confidentiality

69. The parties agree to keep secret and protect the confidential nature of any information provided by one party to another, or otherwise acquired by one party to another, which is not generally available to the public.
70. The parties agree that any proposal given constitutes confidential information for the purposes of this clause.

Prohibitions

71. Run Events prohibits the following:
- a. Any form of entertainment that may cause possible permanent damage to the venue;
 - b. Smoking at the venue outside of permitted smoking areas;
 - c. Excessive noise and disruption;
 - d. Consumption, or bringing in, of any illegal, toxic or offensive items into or around the venue.
72. A breach of any of the prohibitions set out in (71) constitutes grounds for Run Events to cancel the Client's event.
73. Such a cancellation will not give rise to any liability on Run Events' behalf, or right to compensation on the Client's behalf.
74. The Client acknowledges and agrees that Run Events has the right to determine the appropriate volume for all events, and may turn down the volume where it is deemed to be excessive.

Responsible Service of Alcohol

75. All relevant Run Events staff are trained in the responsible service of alcohol, and may, by law, refuse service of alcohol to any person who is deemed intoxicated.

- 76. Run Events reserves the right to refuse of service of alcohol to persons under the age of 18, even in circumstances where such service may be permitted by law.
- 77. Run Events reserves the right to eject any person from the venue where they are deemed to be intoxicated, disorderly, offensive or objectionable, without liability.

Force Majeure

- 78. Run Events will have no liability where they are prevented from supplying the Client with goods or services under these Terms and Conditions where such failure arises from a cause that is beyond their reasonable control. Such reasons included but are not limited to a natural hazard outside of human control, natural disasters, pandemics, strikes, lockouts, trade disputes, power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, government action or other event beyond the control of Run Events.
- 79. In such circumstances the Client will be entitled to a full refund, less any costs already incurred.

Entire Agreement:

- 80. The parties agree that the terms of this agreement, together with the attached proposal, represent the entire understanding between the parties.
- 81. The parties further agree that no prior representation or warranties from one party will be binding on the other.

Variation:

- 82. The terms to this agreement may only be varied with the written consent of all parties.

Waiver

- 83. No waiver by the Seller of a term, or breach of any term, under this agreement will be considered a waiver for any other term, or subsequent breach of the same or any term.

Severance

- 84. If any term of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that term shall be severable from the remainder of the Terms and Conditions, which will remain valid and enforceable.

Assignment

- 85. The Client may not assign or otherwise transfer their rights under this agreement without the prior written consent of Run Events. Run Events has no obligation to provide this consent, and may, at their total discretion, refuse to provide it.

Law and Jurisdiction

- 86. These Terms and Conditions are governed by Australian law, and any dispute arising under these Terms and Conditions will be subject to the exclusive jurisdiction of the Australian courts.

**SIGNED AS AN AGREEMENT BY THE CLIENT)
OR BY THEIR DULY AUTHORISED AGENT)**

Name.....

Signature.....

Date.....