



Terms & Conditions of Event Production

Terms and Conditions under which LifeLike Group Pty Ltd ABN: 72 630 496 874 and its subsidiaries (herein called LIFELIKE) Manages and Produces Events for and on behalf of customers (herein called Customer).

1. Definitions:

- 1.1 Where there is more than one Hirer then the liability of each shall be joint and several.
- 1.2 'Contract' – the document or documents setting out the services to be provided by us together with these terms and conditions and a signed contract acceptance form or proposal.
- 1.3 'You,' 'The Client,' 'Customer' – the person, firm or organisation engaging our services.
- 1.4 'We', 'Us', 'LIFELIKE', 'LIFELIKE GROUP or its subsidiaries. ABN 96 795 141 967
- 1.5 'Guest,' 'Patron,' 'Audience,' – The people who are attending the event, paid or otherwise.
- 1.6 Our 'services' – the services to be provided by us which include but are not limited to: event planning, event design, event management, event hosting, provision of marketing support, project management, graphic design processes, market research, PR services, sponsorship.
- 2.6 LIFELIKE reserves the right to charge interest on any outstanding invoices. Interest will be calculated daily at a monthly rate of 3%.
- 2.7 From time to time, LIFELIKE may be offered commission or incentives from suppliers or sponsors. We will disclose any commissions or incentives upon request.
- 2.8 The client is not in any way entitled to any commission or further discount based upon discounts, commissions or incentives offered by LIFELIKE's suppliers or sponsors.
- 2.9 Ticketing and Merchant Services
- 2.10 LIFELIKE is engaged in ticketing and/or merchant services, additional terms apply.

3. Contract

- 3.1 Your contract is with LIFELIKE
- 3.2 You agree that LIFELIKE may subcontract the whole or any part of the contract of carriage or of value added services on any terms and conditions LIFELIKE decide.
- 3.3 The Client warrants that before signing any contract, they (The Client) have satisfied themselves as to the suitability of the Services and Equipment specified in the contract. The Client is responsible for ensuring that the Services and Equipment as disclosed in the contract are suitable for the purposes of their event as contracted and LIFELIKE makes no warranty in that respect.

4. Commencement of Contract

- 4.1 The contract commences when you have agreed to use our services and have signed our contract / proposal / quotation acceptance form and you agree to these conditions.
- 4.2 If any of our suppliers are unable to provide a product / service as originally quoted, we will endeavour to find a replacement item of similar value. Please note a variation may be required.

5. Your acceptance of our Terms and Conditions:

By providing a purchase order, signing an agreement or by giving LIFELIKE authority to proceed via an email or by accepting goods and/or services, the customer accepts these terms and conditions on behalf of themselves, their organisation and/or anyone else who has an interest in the performance of the contract irrespective of whether the customer has signed any paperwork. LIFELIKE terms and conditions also cover and can be invoked by anyone LIFELIKE use or sub-contract to collect, transport, deliver or perform value added services as well as our employees, directors and agents. Only one of our authorised managers may agree to a variation of these terms and conditions in writing. When you give LIFELIKE the shipment with oral or written instructions that conflict with our terms and conditions LIFELIKE shall not be bound by such instructions.

6. Your responsibility

- 6.1 In providing our services, any reasonable instruction given to you by us or our suppliers must be followed. In the event that you or your guests fail to follow our instructions, resulting in loss or damage, you will be liable for said loss or damage.
- 6.2 For each preferred supplier, we will advise you in respect of their terms and conditions and payment schedule. LIFELIKE is unable to make advance payments to suppliers on your behalf (unless otherwise agreed). You must ensure we have received cleared payment in time for us to meet suppliers payment schedules. We cannot be held liable if you fail to clear the necessary funds in time to meet these obligations and the

- 1.7 'Our suppliers' – supply partners we work with to provide services/products
- 1.8 'Vendors,' 'Service Providers,' 'Market stall holders,' 'Suppliers,' 'Contractors,' 'Sub-Contractors' – Any and all 3rd party individuals and organisations associated with the event.

2. Fees

- 2.1 All Contract Quotations are valid for a period of 30 days from the date shown on the quotation, unless otherwise specified in writing by LIFELIKE.
- 2.2 All fees shall be specified as in the contract and may be subject to variation per the contract / terms and conditions.
- 2.3 A deposit of 30% or and administration component (whichever is greater) will be paid upon signing the contract unless otherwise agreed in writing. Balance of payment shall be made within 14 days of invoice.
- 2.4 For events booked within 30 days prior to the event, a deposit of 30% shall be payable immediately upon signature of the contract. The outstanding balance of 70% must be paid 7 days before the event.
- 2.5 For events involving CAD drawing / graphic design services, LIFELIKE will include one edit/change to the initial design. Additional changes will be charged at our standard hourly rates (unless otherwise agreed in writing) supplier then withdraws their service." LIFELIKE will not be held liable for any outstanding payments to suppliers on your behalf. All external suppliers used (eg. AV, entertainment, food & Beverage etc) will be the client's responsibility.

7. Limitation of Liability

- 7.1 LIFELIKE does not accept any liability for non-completion of an event or for any delays arising as a result of strikes, riots or lockouts, adverse weather conditions, loss, damage or cancellation due to fire, flood or any other cause beyond its control.
- 7.2 The liability of LIFELIKE in respect of any breach of the Contract, including any applied terms shall not extend to any consequential loss whatsoever suffered by the client or their guests.
- 7.3 In no event shall LIFELIKE be liable to the Customer for incidental or consequential damages (including loss of profits) of any nature arising out of or related to the supply and performance of equipment / services and, in the event that LIFELIKE are liable for a breach of warranty or condition implied by law and not capable of exclusion by agreement. Where any law otherwise permits, LIFELIKE's liability shall be limited to the minimum level possible under that law.
- 7.4 In no event shall LIFELIKE be liable to the Customer for incidental or consequential damages (including loss of profits) of any nature arising out of the attendance, ticket sales, merchandise sales and/or other revenue based services for which LIFELIKE may have a direct, indirect or non-related responsibility for performance or outcomes unless otherwise specifically agreed to in writing on LIFELIKE's Contract by LIFELIKE prior to this agreement being signed. Where any law otherwise permits, LIFELIKE's liability shall be limited to the minimum level possible under that law.
- 7.5 You agree that, to the maximum extent permitted by law, we and our related entities, directors, officers and agents are not liable to you or anyone else for any loss or damage (including any direct, indirect, special or consequential loss) in tort (including negligence) or otherwise arising out of, or in connection, with the use of the Services, your reliance on anything contained in or omitted from the Website, being unable to access the Services or the Website for any reason (including our negligence) or the failure of the Services for whatever reason (including our negligence).
- 7.6 Subject to the terms set out below under the heading 'Australian Consumer Law' and to the maximum extent permitted by law, our maximum liability for all claims related to the Website and your use of the Website will be the lesser of an amount not exceeding the amount paid by you to us in the 12 month period preceding your claim and \$10,000. This limit applies collectively to us and our related entities, directors, officers and agents. We will not be liable for special, incidental, exemplary, indirect or consequential loss or damages, or lost profits, business, value, revenue, goodwill or anticipated savings in any circumstances. You agree not to bring legal action or make a claim arising out of or related to your account, or any services you use, more than two years after the cause of action arose.

8. Insurance

- 8.1 LifeLike carries Public Liability Insurance of up to \$20,000,000.00 AUD.
- 8.2 LifeLike carries Workers Compensation Insurance for all its employees & volunteers
- 8.3 LifeLike ensures that it's sub-contractors have valid and relevant Public Liability Insurance and Workers Compensation Insurance on an annual basis. We do however

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recommend that you ensure all policies are up to date and valid prior to commencing any work with any third party.

8.4 LIFELIKE's Insurance does NOT cover you, your employees, volunteers, or your event in any way other than covering our own Products and Public Liability. We advise you to take out separate insurance for your event with an appropriate level of cover for the event you are holding. You must ensure that this covers you for possible loss or damage to our equipment / that of our suppliers used at your event. If you would like us to arrange this on your behalf we can arrange this as an addition (variation) to your contract and add it to your bill. Our preferred events insurance broker is AON Insurance.

9. Cancellation

9.1 We reserve the right to cancel this contract at any time if you:

- 9.1.1 Break the Terms & Conditions of the Contract;
- 9.1.2 Break the Terms & Conditions of any additional applicable Contract of ours or of our suppliers;
- 9.1.3 As a company or sole trader become bankrupt; or
- 9.1.4 Enter into a voluntary administration agreement with a creditor; or
- 9.1.5 Where a receiver is appointed; or
- 9.1.6 Where you fail to disclose any information that may indicate your insolvency.
- 9.1.7 you misuse or abuse the Services;
- 9.1.8 we consider you or a Customer for your event is engaging in fraudulent use of credit cards;
- 9.1.9 we consider that a particular event or your use of the Services is not socially acceptable (including because of the nature of the relevant event, Your Content or your intentions in relation to the particular use of the Services);
- 9.1.10 we consider that a particular event or your use of the Services may harm or diminish our name or reputation;
- 9.1.11 allowing you to access and use the Services would violate any applicable law or would expose us to legal liability;
- 9.1.12 we suspect, acting reasonably, that you or any guarantor of your obligations are or may be insolvent or that any insurance policy that you are required to take out has not been taken out or has lapsed; or
- 9.1.13 any step is taken to appoint a receiver and manager, trustee in bankruptcy, administrator, a liquidator or other like person over the whole or any part of your assets or those of any guarantor of your obligations.

9.2 We will use reasonable efforts to provide you with notice of any such suspension or termination.

9.3 We will not be liable to you or any third party for any such suspension or termination of your right to use or access all or any part of the Services.

9.4 Under any of these circumstances the contract will end immediately and we will take action to recover costs.

9.5 Change of date: Subject to written notice to LIFELIKE, we may agree to a change of date. In this case work completed to date will be payable upon receipt of an invoice, and you will be re quoted on any additional hours/work required.

9.6 LIFELIKE will do what is fair and reasonable to ensure that your event goes ahead. However, if a supplier pulls out at a late date, we will try to find a replacement but will not be liable. Any additional costs associated with an alternative time frame or in finding a different supplier / solution shall be charged to the client as a variation.

9.7 In the event that you need to cancel your event and a change of date is not agreed upon:

- 9.7.1 Within 120 days we will retain 75% of the contracted amount payable (or the full amount of services delivered + 20%, whichever is greater)
- 9.7.2 Within 90 days the full contracted amount is payable.

9.8 Orders may be cancelled or rescheduled to ninety (90) days before the scheduled shipment date. Any cancellation or rescheduling occurring in less than ninety days prior to the scheduled shipment date will be subject to cancellation/rescheduling charge equal to 40% of the gross order value.

10. Event ticketing

10.1 Ticketing Provided Directly by LIFELIKE:

- 10.1.1 LIFELIKE will offer a full refund when 7 days cancellation is provided in writing. No refund will be given for cancellations within 7 days of the event.
- 10.1.2 Tickets are fully transferable and can be used by an attendee of your choice. If you cannot attend or send someone in your place please email info@lifelike.com.au as soon as possible so our records can be updated.
- 10.1.3 When payment has not been made, an invoice will be sent. Payment is required prior to the event.
- 10.1.4 Use of free / complimentary tickets
 - Free / complimentary (comp) tickets are not transferable and cancellation of booked events must be provided prior to the event or the free ticket will be void
- 10.1.5 Delivery
 - Tickets will not be provided for events booked through our website. You will be provided with confirmation via email please bring this with you to the event and present it at the door.

10.2 Tickets Provided by LIFELIKE's 3rd Party Service

- 10.2.1 Please refer to the third party agreements.
- 10.2.2 The client will be required to sign and agree to the terms and conditions provided by the third party service provider.

10.2.3 They will be required to agree with the payment agreements LIFELIKE has in place with the ticketing provider.

10.3 Regardless of the ticketing arrangements and cancellation of events, any refund offered to ticket purchasers in no way modifies nor negates the Client or Principal Contractor from any terms and conditions of this contract or payments for works and commissions outstanding in accordance with the terms and conditions of this contract.

10.4 Fees and payment

- 10.4.1 When you use our Services, you will be provided with information regarding the applicable fees and charges. Fees and charges may be subject to change (which change may be effective immediately) and will apply to all transactions made on or after the date the change is effective.
- 10.4.2 The Event Organiser must incorporate our fees and charges in the ticket or service price so that it is an 'all inclusive price'. You must not misrepresent to customers the amount of fees that we are charging in relation to a particular transaction.
- 10.4.3 You agree to pay all applicable fees and charges specified by us (including any third party fees and charges), late payment fees and all taxes, duties, fees, levies and charges imposed by any authority in relation to your Account and the Services you use.
- 10.4.4 To the extent permitted by law our fees and charges are non-refundable, including where an event or activity is cancelled for any reason and you have agreed, or are required by law, to refund any or all amounts paid by customers.

11. Event Funds and Fees

11.1 All payments relating to the event or activity (including the ticket price, food sales or relevant payment plus any GST, taxes and charges) ('Event Funds') and our fees and charges for providing the Services ('Fees') will be deducted from your total prior to reimbursement.

11.2 You agree that we will receive the Event Funds and Fees, retain the Fees as payment for the Services and hold the Event Funds in full as your agent until such time as you request the release of the Event Funds.

11.3 If you request release of all or part of the Event Funds (including initial and subsequent requests for access to Event Funds) before completion of the relevant event or activity, we may accept or reject each such request in our absolute discretion. If we accept any request it will be subject to any conditions we may require in our absolute discretion, such as any or all of the following conditions:

- 11.3.1 you providing evidence that satisfies us that the event will proceed on the proposed date and at the proposed time and place;
- 11.3.2 an individual (or individuals) acceptable to us providing to us a personal guarantee and indemnity in the form required by us;
- 11.3.3 you obtaining an event cancellation insurance policy on terms and with an insurer acceptable to us in which we are noted as a covered party;
- 11.3.4 you providing ongoing status reports and financial information about the event in the form and at the intervals that we specify; and/or
- 11.3.5 you meeting such other requirements that we consider necessary.

11.4 We can reject subsequent requests for early release of Event Funds even if we have accepted earlier ones and we can impose the same or different conditions in respect of each separate request.

11.5 If you are a school, government department or agency or charity we may permit you, in our absolute discretion, to have early release of Event Funds before the event or activity has been completed without imposing such conditions.

11.6 You acknowledge and agree that you will be required to deposit into our nominated bank account the full amount of Event Funds that we have released to you ('Released Funds') within 1 business day of us requesting that you do so if:

- 11.6.1 your event is varied, cancelled or postponed;
- 11.6.2 we consider, acting reasonably, that one or more circumstances exist where a customer or ticket holder would have a full or partial entitlement to a refund from you or the customer's or ticket holder's credit card or payment service provider;
- 11.6.3 we suspect, acting reasonably, that you or any guarantor of your obligations are or may be insolvent or that any insurance policy that you are required to take out has not been taken out or has lapsed; or
- 11.6.4 any step is taken to appoint a receiver and manager, trustee in bankruptcy, administrator, a liquidator or other like person over the whole or any part of your assets or those of any guarantor of your obligations

11.1.1. If we request it, you must return all Released Funds in these circumstances whether refunds are presently due or not.

11.7 Event variation, postponement or cancellation and refunds

- 11.7.1 If you become aware that the details of an event will need be varied (including time, date, venue, etc.) or the event is to be cancelled you must immediately notify us and promptly update the event page.
- 11.7.2 You must use reasonable endeavors to promptly notify customers of a variation, postponement or cancellation and always before the date of the event. We will assist you by providing relevant contact information however it is your responsibility to contact the customer.
- 11.7.3 Where you elect or are required to give refunds to customers, you must only do so via your Account and must ensure that, if

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applicable, sufficient Released Funds are returned to us to cover all amounts you will refund. In circumstances where we have required you to return Released Funds, we may either manage all refunds as your agent via your Account or require you to give refunds in accordance with our directions.

11.7.4 You are solely responsible for any refunds and must not make any representations to customers or to any third parties about us or our fees in connection with refunds.

11.7.5 Notwithstanding anything else set out in these Terms, you indemnify us for any loss (including indirect and consequential loss) or damage that we suffer or incur as a result of or in connection with any varied, postponed or cancelled event and any refunds to customers, including any shortfall in refund amounts by reason of the payment to us of our fees and charges.

11.8 Other adjustments

11.8.1 You acknowledge that in some circumstances we are required to refund or pay amounts to customers in connection with your use of the Services as a result of adjustments by our payment service providers.

We are not responsible or liable to you in any way for any such adjustments. You are liable to us and indemnify us for and must pay to us on demand the full amount of any adjustments and any associated costs and bank fees that we may incur.

12. Your event terms and conditions

12.1 We request that you provide us with a copy of your terms and conditions that apply to your events and activities. These will appear to customers during booking and will be printed on ticket confirmation. You are solely responsible for any terms and conditions attached or imposed by you.

12.2 You must not include in your terms and conditions anything that could result in a customer believing that they have any rights against us or that we have any obligations to them.

12.3 LIFELIKE will not be bound by any of your terms and conditions.

13. Intellectual property and ownership of content

13.1 Unless indicated otherwise all content and materials in any format provided to LIFELIKE and all intellectual property on LIFELIKE's Website in our documents, on other Mediums and in all other marketing materials is owned or licensed by us.

13.2 Subject to these Terms, you agree that you will not infringe our intellectual property as contained in any of these electronic or physical mediums and will not modify, copy, republish, frame, distribute or communicate any part or any information contained without our written consent or otherwise use the information in a way which will infringe our intellectual property or other rights.

13.3 We grant you permission to download our copyright material only for private and non-commercial purposes or for purposes necessary for you to access the Services. You may only reproduce or use our copyright material for any other purpose with our written consent, which may be given subject to such conditions as we in our absolute discretion may impose.

13.4 All rights not expressly granted are expressly reserved.

14. Your Content

14.1 We may use Your Content in any way to provide the Services.

14.2 You represent and warrant that Your Content is accurate and truthful, you have all rights, power and authority necessary to provide Your Content to us, that Your Content does not infringe, violate, misappropriate or otherwise conflict with the rights of any third party, that it complies with all applicable laws and does not violate these Terms or the Privacy Policy. We reserve the right to remove any of Your Content from the Website or Services at any time if we consider that it violates these Terms or the Privacy Policy.

14.3 We do not claim any ownership rights in any of Your Content and nothing in these Terms restricts any rights that you may have to use and exploit Your Content outside of the Services.

14.4 We may use your name and logo for the purpose of identifying you as an existing or past customer of ours on the Website, in the Services and in marketing, advertising and promotional materials.

15. Third Party Content

15.1 The Website may contain Third Party Content and the Website and our Services may enable you to link to or access Third Party Content.

15.2 We do not control and are not responsible for Third Party Content and you bear all risks associated with your access to and use of Third Party Content.

15.3 Any Third Party Content made accessible by us is provided on an 'as-is' and 'as available' basis without any warranty of any kind. Third Party Content may be indecent, offensive, inaccurate, infringing or otherwise objectionable or unlawful, and we are not responsible for and under no obligation to control, monitor or correct Third Party Content. We do not have a practice of monitoring or making inquiries about Third Party Content, do not endorse and make no express or implied representations concerning Third Party Content.

15.4 We reserve the right to take remedial action if any such content violates applicable restrictions under these Terms, including the removal of, or disablement of access to, such content.

15.5 The owner, author or provider of such Third Party Content retains all rights in and to that content, and your rights to use such Third Party Content are subject to and governed by the terms applicable to such content as specified by such owner, author or provider.

16. Exhibitions managed by LIFELIKE

16.1 Receipt of a booking form confirms your intention to exhibit

16.2 14 Day Payment terms on receipt of invoice with all payments finalised at least 7 days prior to the event.

16.3 60 day cancellation terms apply, notice emailed to info@lifelike.com.au. Refunds will not be honoured within 59 days of the event.

16.4 The Exhibitor shall not damage any of the provided items or the venue used. Any resulting damages fees should be paid by the exhibitor directly.

16.5 LIFELIKE or any of its employees/volunteers shall not be held responsible for any loss, damage or theft of the exhibitor stand or products.

16.6 Payments made to LIFELIKE are on behalf of the client, by contractual agreement.

16.7 Subject to LIFELIKE standard event terms and conditions

17. Vendors, Suppliers, Contractors and Sub-Contractors

17.1 All Food Vendors, Service Providers, Market stall holders, Suppliers, Contractors and Sub-Contractors (hence forth know as 'VENDORS') will be required to complete a Vendor and/or Contractor agreement and agree to LIFELIKE's standard event terms and conditions. (copies to be provided upon request).

17.2 Any and all VENDORS must supply a copy of their certificates of currency and relevant licences and qualifications as required by LIFELIKE.

17.3 LIFELIKE reserves the right to reject any submission by any VENDOR if they deem the applicant to:

17.3.1 lie on their application;

17.3.2 provide false or misleading information;

17.3.3 fail to provide relevant documentation and certificates of currency;

17.3.4 fail to comply with the terms and conditions.

17.4 LIFELIKE reserves the right to refuse entry to the venue or to expel any VENDOR if they, at the sole discretion of LIFELIKE are deemed to:

17.4.1 operate in an un-safe manner

17.4.2 fail to comply with the terms and conditions

17.4.3 failure to comply with a direct instruction

17.4.4 fail to comply with or be in breach of council, state and federal laws and regulations including but not limited to:

17.4.4.1 Workplace Health & Safety Regulations

17.4.4.2 Electrical Testing & Tagging

17.4.4.3 Safe Food Handling

17.4.4.4 Sexual Harassment and/or Bullying

17.4.4.5 Found to be in possession of, selling and/or using any illegal or illicit substances

17.4.4.6 Selling Alcohol or other prohibited or controlled goods without the proper licences AND prior approval of LIFELIKE.

17.5 Under NO circumstances shall LIFELIKE be liable to any VENDOR for any compensation, loss, theft or damage, including any expenses or claims resulting from:

17.5.1 Costs to obtain licences and approvals and to respond to any application;

17.5.2 their involvement with the event

17.5.3 their exclusion from the event

17.5.4 their removal from the event

17.5.5 any lost revenue or alleged lost revenue based on their involvement or non-involvement in the event.

18. Privacy Policy

LIFELIKE takes the privacy of its users and subscribers seriously. Please refer to our full privacy policy which can be found on our web page. www.lifelike.com.au. Please note this policy is subject to change without notice.

19. Information collected

19.1 Personal information is collected by us. We collect personal information from you through the use of enquiry and registration forms and every time you e-mail us your details

19.2 We also collect information automatically about your visit to our site. The information obtained in this way, which includes demographic data and browsing patterns, is only used in aggregate form

20. Use of personal information

20.1 We process personal information collected via the site for the purposes of:

20.1.1 providing a personalised service

20.1.2 conducting market research surveys

20.1.3 running competitions

20.1.4 providing you with information about products and services offered by us and;

20.1.5 providing you with information about products and services offered by carefully selected third party companies.

20.2 If you do not wish to receive information about our products or services, or the products or services offered by other organisations, please let us know when providing us with your details. However we may disclose your information to business partners and third party suppliers we engage to provide services which may involve processing data on our behalf.

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20.3 We also use information in aggregate form:

- 20.3.1 to build up marketing profiles
- 20.3.2 to aid strategic development
- 20.3.3 to manage our relationship with advertisers and to audit usage of the site

21. Use of cookies

21.1 We may use "cookies" to identify you when you visit the site and to build up a demographic profile.

21.2 A cookie is a small piece of information sent by a web server to a web browser, which enables the server to collect information back from the browser. Find out more about the use of cookies on <http://www.cookiecentral.com>

21.3 Our use of cookies also allows registered users to be presented with a personalised version of the site.

22. Internet-based transfers

Given that the Internet is a global environment, using the Internet to collect and process personal data necessarily involves the transmission of data on an international basis. Therefore, by browsing www.lifelike.com.au site and our subsidiary / related communicating electronically with us you acknowledge and agree to our processing of personal data in this way.

23. Hires

In addition to these terms and conditions, any and all equipment and transactions relating to any and all equipment hires, leases or loans of equipment (here in known as 'Hire') from LIFELIKE, shall be subject to LIFELIKE's 'Terms and Conditions of Hire.' Upon signing a LIFELIKE hire agreement and/or placing a purchase order and/or by signing a contract or quotation and/or by act of receiving or accepting the Goods or Services and/or by the act of engaging in the use of these Goods or Services it is deemed the Customer agrees to LIFELIKE's terms and conditions of hire and the terms and condition of sale. For a full copy of these terms and conditions, please refer to your hire contract, or contact LIFELIKE directly to obtain a copy.

24. Disclaimer

24.1 Except as otherwise required by law:

- 24.1.1 the Services are provided 'as is' and 'as available' without any express or implied warranty;
- 24.1.2 we make no representations and give no warranties in respect of the Services including that such Services are reliable, accurate or suitable for your purposes;
- 24.1.3 we make no representations and give no warranties in respect of the means of accessing any content and information contained in, displayed on or accessible through the Website, including content or information generated on the Website by us or on our behalf and any Third Party Content, or software operating in connection with the Website; and
- 24.1.4 we make no representations and give no warranties in respect of, and accept no responsibility for, any websites operated or controlled by anyone other than us which are or may become linked or framed to or from the Website.

24.2 We do not guarantee continuous, uninterrupted or secure access to the Services or any specific results from use of the Services.

24.3 You acknowledge that access and use of the Services (including the software operating in connection with the Services) may be interfered with by numerous factors outside of our control.

24.4 We cannot ensure that any files you download from the Website will be free of viruses or contamination or destructive features or that the data you upload onto our systems will never be accessed without our consent or that our systems are impenetrable.

24.5 We are not responsible for loss of or corruption of any data that is entered or uploaded by you or by a third party (including your customers) in relation to your use of the Services.

25. Force majeure

We are not responsible for failure to fulfil our obligations due to causes beyond our control.

26. Indemnity

You indemnify us against any action, liability, claim, loss, damage, proceeding, expense (including legal costs) suffered or incurred by us arising from or which is directly or indirectly related to your breach or non-observance of any of these Terms or any breach, or alleged breach, of intellectual or other proprietary rights or interests of third parties.

27. Australian Consumer Law

If you constitute a consumer under the Australian Consumer Law while using the Services, nothing in these Terms is intended to remove your rights under the Australian Consumer Law, including to statutory guarantees that may apply to the Services. If we are entitled to limit the remedies available to you for breach of such guarantees, we expressly limit our liability to either supplying the affected Services again or paying the cost of supplying the Services again.

28. Our relationship with you

Other than as expressly provided in these Terms we are an independent contractor and are not your agent, joint venturer, partner, or fiduciary, and do not undertake to perform any of your regulatory obligations, or assume any responsibility for your business, operations, events and activities.

29. No assignment or transfer

- 1.2. You may not assign or transfer your Account or the Services you are using to any person without our written consent. We can assign our right to receive payments from you under these Terms and can transfer some or all of our rights and obligations in respect of your Account by notice in writing to you.

30. Notices

All notices under these Terms must be in writing. We will send notices to you to the address specified in your Account settings. You must send notices to the Melbourne office address specified on our Website under 'Contact' to the attention of the Company Secretary. The parties consent to the use of electronic means for communications as a signed writing.

31. Severability

31.1 If any of the terms and conditions hereof shall to any extent be invalid or unenforceable, the remainder of these the Terms and conditions, or the application of such the terms and provisions to persons or circumstances other than those as to which it is held unenforceable shall not be affected thereby.

2. No waiver

Any failure by us to assert any right under these Terms shall not constitute a waiver of such right. If we waive or fail to assert a right or to enforce a particular term on one or more occasion, this is not to be deemed a further or continuing waiver of such right or term.

3. Applicable Law

In the event that any term or condition is declared invalid or unenforceable such a determination shall not affect the other provisions of these terms and conditions all of which remain in force. Save as provided by any compulsory application of a convention, disputes arising from or related to these terms and conditions shall be subject to and governed by the laws of New South Wales. Each party irrevocably submits to the non-exclusive jurisdiction of the Courts of New South Wales.

32. Validity

32.1 These Event Production Terms and Conditions of shall apply to the provision of services, sale, purchase and hire of the quoted products and services, except where modified herein by LIFELIKE's Director or except where LIFELIKE and Customer are parties to a current written agreement which governs the sale, hire and purchase, in which latter case the provisions of the said Agreement shall prevail;

32.2 An offer made by the Customer shall not be binding on LIFELIKE until accepted in writing by LIFELIKE

33. Entire Agreement

These terms and conditions, all other terms and conditions and all policies referred to in these terms and conditions and such other policies notified to you from time to time constitutes the entire agreement of the parties about its subject matter and any other agreements, understandings and negotiations on that subject matter (whether oral or in writing) will, unless specifically agreed to by LIFELIKE's Director, in writing, have no effect.

END OF DOCUMENT

For Further Information:

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