



# Magnificent Entertainment

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(Melbourne), VIC. 3031

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www.magnificententertainment.com.au

ABN: 98 573 416 054

## **TERM AND CONDITIONS:**

1. Magnificent Entertainment is acting in its capacity as an independent contractor in providing the services of the Entertainer and shall not be held responsible for the statements and actions of the Entertainer.
2. The Client agrees that where Magnificent Entertainment incurs or arranges any expenses as authorised and on behalf of the Client, the Client shall incur these expenses.
3. Entertainer performances may not be recorded, broadcasted, reproduced or duplicated by any means or in any shape or form.
4. (a) If for any reason (including illness, emergency, overriding obligation or a binding professional responsibility) the Entertainer cannot fulfil the engagement outlined, Magnificent Entertainment's sole responsibility shall be to use its best endeavours to provide the services of a comparable Entertainer for the engagement to the satisfaction of the Client or the engagement shall be moved to a mutually accepted date or any fees received by Magnificent Entertainment will be refunded in full. Magnificent Entertainment will not otherwise have any liability for expenses or losses incurred by the Client.  
  
(b) If, for any reasons, outdoor performances including pyro/aero technic displays, are cancelled by the Client due to no fault of Magnificent Entertainment (this may include inclement weather conditions) no refunds will be issued.
5. (a) The fees as shown in the Engagement Contract are payable by the Client as follows:
  - (i) Deposit of 50% of fee is payable immediately on Engagement confirmation.
  - (ii) Balance of fee to be paid within 14 days of engagement.(b) In the event of cancellation by the Client, the following fees apply:
  - (i) More than 30 days notice to engagement date - 50% of agreed fee is payable.
  - (ii) Between 15-29 days notice to engagement date - 75% of agreed fee is payable.
  - (iii) Less than 14 days notice to engagement date - full agreed fee is payable.
  - (iv) Any disbursements Magnificent Entertainment has incurred which are not otherwise recoverable are also payable in addition to cancellation fees.
6. No additional appearances, seminars, discussion groups, dinners, press interviews, television and radio arrangements or the like, shall be planned by the Client, nor expected of the Entertainer, unless particularised in the Engagement Contract.
7. Magnificent Entertainment services are subject to Goods and Services Tax (GST) in accordance with Federal Government Legislation.
8. The representative of the Client who signs this agreement warrants that they are a duly authorised representative of the Client.
9. This contract shall be governed by and construed in accordance with the laws of the State of Victoria.
10. This contract embodies the entire agreement between Magnificent Entertainment, the Entertainer and the Client with respect to the subject matter hereof and may not be changed orally, but only by agreement in writing between Magnificent Entertainment and the Client and attached to the contract at the date hereof.
11. The Client warrants that any special requirements that they may have are fully outlined within the terms and conditions of this contract or noted below:

SPECIAL REQUIREMENTS:

Contact Person: \_\_\_\_\_

Date: \_\_\_\_\_

All cheques to be made payable to MAGNIFICENT ENTERTAINMENT or  
Bank deposits to Magnificent Entertainment: BSB: 704865, Account No: 02267478