

GENERAL CONTRACT TERMS

1 DEFINITIONS

In these Terms

Agreement means these General Contract Terms and the Conditions of Contract.

Claim means any costs, expenses, claims, demands, liabilities, cause of action, proceedings, judgments,

Consequential Loss means loss of revenue, profit, or enjoyment.

Diesel Fee means the fee set out in the Diesel Production Conditions.

Services means the provision of disc jockey and or musician services to be performed by Diesel Productions under this Agreement.

2 SERVICES

2.1 General obligation

Diesel Productions will perform the Services and the Customer will pay the Diesel Productions Fee in accordance with this Agreement.

3 CHANGES

The Customer must not change the Event, or any matter relating thereto without the prior written consent of Diesel Productions.

4 PAYMENT

As consideration for the performance of the Services by Diesel Productions the Customer shall pay the Diesel Productions Fee, including the Advance Deposit, prior to the Event. All payments are non-refundable except where Diesel Productions is unable to perform the Services. If this occurs all monies received from Customer shall be immediately returned by Diesel Productions.

5 LIABILITY & LIMITATION OF LIABILITY

To the maximum extent permitted by law, Diesel Productions shall not be liable for any loss or damage caused to Customer and its persons, property, equipment to, or by, third parties in respect of the provision of the Services and the Customer agrees to indemnify Diesel Productions accordingly Neither party shall be liable to the other for any Consequential Loss. Under no circumstances shall the liability of Diesel Productions to the Customer exceed the Diesel Productions Fee for Claims arising under this Agreement.

6 INSURANCE

The Customer acknowledges Diesel Productions holds no insurance and is solely responsible for all Event insurance.

7 TERMINATION

Diesel Productions may terminate this Agreement at any time prior to receipt of the full Diesel Productions Fee. If this occurs Diesel Productions shall refund all monies received from the Customer including any Advance Deposit. If the Customer terminates this Agreement for convenience at any time, then it shall forfeit the Advance Deposit.

7.1 Termination for default

If the Customer is in breach of any matter arising under this Agreement, including the provision of Diesel Productions Set Up Requirements then it shall be deemed to be in material breach of this Agreement and Diesel Productions shall be entitled to terminate this Agreement without notice to the Customer.

8 INTELLECTUAL PROPERTY

The Customer agrees to allow Diesel Productions to use pictures and video footage taken at the Event for promotional use.

9 SUBCONTRACTING

Diesel Productions may subcontract its obligations under this Agreement by notice.

10 NOTICES

Any notice or other communication required by or relating to this Agreement must be in writing and delivered to the address set out in the Conditions of Contract.

11 GENERAL

11.1 Governing Law and jurisdiction

This Order is governed by and will be interpreted in accordance with the laws of Western Australia and the parties submit to the exclusive jurisdiction of the Western Australian courts.

11.2 Amendment

No amendment to this Agreement is effective unless in writing and signed by the parties.

11.3 Entire agreement

This Agreement constitute the entire agreement between Diesel Productions and Customer with respect to the Services. All communications, oral and written understandings, agreements and qualifications made between the parties prior to the date of this Agreement have no effect and are hereby exclude.