

# Event Planning Agreement

This agreement takes place between the Planner and the Customer.

**Planner** Name: Kristine Jean Carter T/A **GC VIP Party Events**  
(**'GC VIP Party Events'**)

ABN: 56 632 120 685

Registered office: 13 Wentworth Avenue, Molendinar QLD 4214

Mobile: 0411 071 302

Email: [kris@gcvipevents.com](mailto:kris@gcvipevents.com)

**Customer**

Name: \_\_\_\_\_

ABN: \_\_\_\_\_

Registered office: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

## Terms and Conditions

### 1 Definitions

In this agreement, the following words have the following meanings:

**Date of the Function, Deposit, End Time, Function, Location and Start Time** have the meanings respectively given to them in the Order Form.

**Equipment** means a 360 Video Booth with large LED light platform 100cm and rotating arm with mounted devices to capture videos. LED light towers to illuminate the area and to enhance the videos, props, backdrops and floor coverings.

**Extras** means any consumables and other items requested by the Customer and supplied by the Planner as part of the Video Booth Services.

**Hire Fee** means the hire fee of the Equipment, any Extras and Hired Staff.

**Hired Staff** means any extra staff employed by the Planner to supply the Video Booth Services in addition to the regular staff of the Planner. The hiring of the Hired Staff will be at the absolute discretion of the Planner and subject to the requirements of the Video Booth Services at the functions.

**Force Majeure Event** means any occurrence or omission as a direct or indirect result of which the Party relying on it is prevented from or delayed in performing any of its obligations under this agreement and which is beyond the reasonable control of that Party and could not have been prevented or mitigated by reasonable diligence or precautionary measures, including forces of nature, natural disasters, acts of terrorism, riots, revolution, civil commotion, epidemic, industrial action and action or inaction by a government agency.

**Order Form** means the form at schedule 1 completed by the Customer and the Planner stating the Video Booth Services that the Customer wishes the Planner to provide and the Hire Fee at which the Planner is willing to provide those Video Booth Services (with other details relating to the Customer's order) subject to the terms and conditions of this agreement.

**Parties** means the Customer and the Planner, and **Party** means either one of them.

**Video Booth Services** means the services provided by the Planner to the Customer for the Function with the Equipment, Extras and Hired Staff, at the Location on the Date of the Function.

## **2 Supply of Video Booth Services**

- (a) The Planner will supply the Video Booth Services with the Equipment, staff, any Hired Staff and Extras, for the Function from the Start Time to the End Time on the Date of the Function at the Hire Fee at the Location as detailed in the Order Form, and subject to the terms and conditions in this agreement.
- (b) The Planner will provide the Video Booth Services:
  - (i) with reasonable care and skill;
  - (ii) in accordance with relevant industry standards for general safety concerning:
    - (A) the assembly and operation of the Equipment; and
    - (B) the delivery of the Video Booth Services; and
  - (iii) in compliance with any statutory and regulatory requirements affecting the assembly and operation of the Equipment.
- (c) A binding contract between the Customer and the Planner will come into being only when the Planner signs the Order Form.
- (d) Even if there is a binding contract between the Parties, any date specified on the Order Form will not be binding on the Planner until the Planner receives payment of the Deposit and of any estimated Extras and Hired Staff.
- (e) While the Planner must meet its obligations under this agreement with reasonable care and skill, the Planner does owe any further or more general contractual duty or duty of care to the Customer.

## **3 Deposit, Hire Fee, and payment**

### **3.1 Deposit**

The Customer must pay the Deposit as stated on the Order Form at the time of placing the order for the Video Booth Services (unless otherwise agreed by the Parties).

### **3.2 Payment**

- (a) The balance of the Hire Fee must be paid 1 working day before the Date of the Function upon the Planner providing an invoice to the Customer.
- (b) All amounts stated are exclusive of any GST that may be charged by the Planner to the Customer, and therefore, the Planner will be entitled to add on GST.

### **3.3 Calculation of the Hire Fee**

- (a) The Hire Fee is comprised of an hourly fixed fee for the hiring of the Equipment and includes separate fees to supply any Extras and Hired Staff.
- (b) If the Customer changes any element of the Video Booth Services after the Order Form has been signed by the Customer, then the Planner will have the right to recalculate the Hire Fee payable. If the Customer will not agree to pay the new Hire Fee, then the Customer may terminate this agreement, subject to payment of the relevant amount (depending when cancellation is made) as set out in clause 4 below.

### **3.4 Extras**

- (a) The Hire Fee does include the Extras and for which an amount may be payable at the time the Customer places the order and as stated in the Order Form.

- (b) The cost of certain Extras depends on the number or amount used or consumed at the Function at the rates agreed between the Parties at the time the Customer places the order and as stated in the Order Form.

### **3.5 Failure to pay**

If the Customer does not make payment by the date stated in any invoice or as otherwise provided for in the Order Form or in this agreement then the Planner will be entitled to:

- (a) charge interest on the outstanding amount at the rate of the standard contract default rate set by the Queensland Law Society, accruing daily;
- (b) require the Customer to pay in advance for any Video Booth Services, or any part of the Video Booth Services, which have not yet been performed; and
- (c) not perform any further Video Booth Services.

### **3.6 Increase of Hire Fee**

- (a) If there is a period of more than 60 days between when an order is placed by the Customer and the Date of the Function then the Planner reserves the right to increase the Hire Fee.
- (b) If the Customer will not agree to pay the new Hire Fee then the Customer may terminate this agreement, subject to payment of the relevant amount (depending when termination of the agreement is made) as set out in clause 4 below.

## **4 Cancellation by Customer**

- (a) The Customer acknowledges and recognises that, in relation to Extras:
  - (i) If the Planner is required to purchase Extras that are consumables in advance before the Function;
  - (ii) at the time of termination of the agreement or cancellation of the Function the Planner may have already purchased the consumables and may not be able to use the consumables for any other function that the Planner is undertaking; and
  - (iv) consumables purchased by the Planner are typically non-refundable.
- (b) The Customer acknowledges and recognises that, in relation to Hired Staff:
  - (i) If the Planner, in its absolute discretion, needs to hire the Hired Staff in order to accommodate the Function; and
  - (ii) in case of a cancellation, the Planner will still be required to pay for hire of Hired Staff whether or not the Function takes place.
- (c) Where the Customer terminates this agreement at any time up to 30 days before the Date of the Function the Customer will forfeit the Deposit.
- (d) If the Customer cancels the Function less than 1 day before the Date of Function the Customer must pay the full Hire Fee.

## **5 Cancellation by Planner**

The Planner reserves the right to terminate this agreement at any time without any liability for the fulfilment of this agreement and any Hire Fee paid by the Customer to the Planner will be fully refunded to the Customer or credited for functions rescheduled within 1 year from cancellation.

## **6 Planner's requirements**

- (a) The Planner requires access to the Location:
  - (i) at least 60 minutes before the Start Time; and
  - (ii) for at least 60 minutes after the End Time to clear away.
- (b) An attendant will always be within close proximity of the Equipment to ensure smooth running.
- (c) The Customer must ensure that the Planner can enter and leave the Location without excessive restriction.

- (d) While at the Location and providing the Video Booth Services, the Planner will need:
  - (i) reasonable space to set up the Equipment, at least an area of approximately 3.2m x 3.2m including reasonable space for the props table if applicable (Video Booth area);
  - (ii) if the Function is outdoors, sufficient protection from the elements in the form of overhead and side cover to afford protection from rain, humidity, wind and/or sunlight to be able to set up the Equipment and attendant;
  - (iii) to use electricity from normal Australian standard sockets;
  - (iv) access to Wi-Fi and/or signal/internet connection;
  - (v) to use a toilet and washing facilities; and
  - (vi) to have use of a parking space or parking permit throughout the time the Planner and its agents and representatives are providing the Video Booth Services.
- (e) The Customer will be responsible for paying any charges imposed by the venue where the Function is located or required to access the venue including but not limited to parking, electricity, Wi-Fi/internet connection and protection from the elements.
- (f) While the Video Booth Services are being provided to the Customer:
  - (i) Guests use the Video Booth Services and Equipment voluntarily and at their own risk and agree to waive and/or release the Planner from any claim right or cause of action they may have against the Planner for or arising out of their death or physical injury, disease, loss and damage or economic loss of any description which they may suffer or sustain in the course of or consequential or incidental to their using the Video Booth Services, whether cause by the negligence of the Planner or otherwise;
  - (ii) No food, drinks, cigarettes or e-cigarettes on the props table and in the Video Booth area;
  - (iii) No objects to be taken in the Video Booth area or on the Equipment at all times unless allowed by the Planner;
  - (iv) Children under the age of 10 years to be accompanied and supervised by an adult;
  - (v) No props to be removed from the Video Booth area.
- (g) The Planner reserves the right to withhold or remove all or certain props from use if the Planner considers they are being damaged, mistreated or continually removed from the Video Booth area.
- (h) The Planner reserves the right to exclude any person from the Video Booth area if the attendant considers that person to be grossly intoxicated or behaving in an aggressive or abusive manner towards the attendant or other persons within that space.
- (i) The Customer acknowledges that some surfaces may be sensitive to wear or movement caused by the Equipment. The Planner will take every precaution to avoid damage however it will not be responsible thereof.

## 7 Obligations of the Customer

The Customer must:

- (a) make the Location and facilities available on the Date of the Function;
- (b) allow the Planner access to the Location no less than 60 minutes before the Start Time;
- (c) allow the Planner access to the Location for no less than 60 minutes after the End Time;
- (d) remain fully responsible for the security and safety of the Planner, its staff and Hired Staff while attending the Function including during set up and pack down at the end of the Function;
- (e) ensure that, during the Function, the persons attending the Function follow strictly the instructions of the Planner regarding the use of the Equipment, behave in a polite and reasonable fashion to the Planner and its staff or agents. Listens carefully to all instructions from the Planner and staff. Do not engage in threatening or offensive behaviour or make or use threatening, offensive, derogatory, sexual or racial comments or words. Any of which will entitle the Planner to immediately stop providing the Video Booth Services, but will not relieve the Customer of the obligation to make any payments as if the Video Booth Services had been completely performed;
- (f) ensure that the Equipment is not damaged by the persons attending the Function. If there is a threat or implied threat of damage to the Equipment which is not resolved within a reasonable time, the Planner is entitled to cease providing the Video Booth Services and the Customer will receive no refund of the Hire Fee. The Customer will be responsible for the cost to repair/replace the equipment and recovery costs if repair/replacement costs are not paid;

- (g) ensure the Location is fit for purpose, does not expose the Planner, any staff and Hired Staff to unreasonable risk of injury, and is in compliance with all applicable workplace safety laws;
- (h) ensure that the Planner and its staff and Hired Staff can access and exit the Location without excessive restriction or without having to comply with excessive security measures; and
- (i) ensure that the Function does not continue beyond the End Time. If the Function continues beyond the End Time, the Customer must pay any additional costs which are incurred by the Planner (refer to official website page or tariff of charges for a late finish). <https://www.gcvipevents.com>

## 8 Liability and indemnities

- (a) Except in the case of death or personal injury caused by the Planner's negligence, the liability of the Planner under or in connection with this agreement whether arising in contract, tort, negligence, breach of statutory duty, or otherwise will not exceed the Hire Fee paid by the Customer to the Planner under this agreement. The provisions of this clause 8(a) do not apply to clause 8(d).
- (b) Except as otherwise provided in the agreement, neither Party is liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business or goodwill. The provisions of this clause 8(b) do not apply to the indemnities given under clauses 8(c) or 8(d).
- (c) The Customer will indemnify and hold harmless the Planner from and against all Claims and Losses arising from loss, damage, liability, injury to the Planner, its employees and third parties, infringement of third-party intellectual property, or third-party losses by reason of or arising out of any information supplied to the Customer by the Planner, its employees, supplied to the Planner by the Customer within or without the scope of this agreement.
- (d) The Planner will indemnify and hold harmless the Customer from and against all Claims and Losses arising from loss, damage, liability, injury to the Customer, its employees and third parties, infringement of third-party intellectual property, or third-party losses by reason of or arising out of a breach of this agreement or any act neglect or default of the Planner or any of its agents' representatives or employees.
- (e) In this clause 8:
  - (i) **Claims** means all demands, claims, proceedings, penalties, fines and liability, whether criminal or civil, in contract, tort or otherwise; and
  - (ii) **Losses** means all losses including without limitation financial losses, damages, legal costs and other expenses of any nature whatsoever.

## 9 Duration and termination

- (a) This agreement comes into effect on the date that the Planner signs the Order Form.
- (b) Unless this agreement is terminated earlier in accordance with the provisions of this clause 9 or as otherwise provided in this agreement, it will automatically terminate by expiry when the Planner has completed performing the Video Booth Services.
- (c) Despite clause 9(a), a Party (**Terminating Party**) may terminate this agreement at any time on written notice to the other Party (**Other Party**) if:
  - (i) the Other Party is in material breach of its obligations under this agreement and the breach is not remedied within 7 days of written notice from the Terminating Party;
  - (ii) the Other Party is in material breach of its obligations under this agreement and the breach is incapable of remedy;
  - (iii) the Other Party enters into a deed of arrangement or an order is made for it to be wound up, or if an administrator, receiver, receiver/manager or a liquidator is appointed to the Other Party pursuant to the *Corporations Act 2001* (Cth) (**Corporations Act**); or
  - (iv) the Other Party would be presumed to be insolvent by a court in any of the circumstances referred to in the Corporations Act.
- (d) On termination of this agreement under this clause 9:

- (i) the Customer must pay for all Video Booth Services provided up to the date of termination and Extras purchased, and for all expenditure falling due for payment after the date of termination from commitments reasonably and necessarily incurred by the Planner for the performance of the Video Booth Services before the date of termination; and
- (ii) the Customer acknowledges and agrees that, if necessary, the Planner will have access to the Location directly or by contractors to collect the Equipment, Extras and any other items of the Planner without being liable for any loss or damage incurred as result of entry to the Location.

## **10 General**

### **10.1 Insurance**

The Planner will maintain public liability insurance for an amount of at least \$20,000,000.00. Customer is entitled to request proof of cover.

### **10.2 Force Majeure**

- (a) Neither Party will have any liability under this agreement or be deemed to be in breach of it for any delays or failures in performance of this agreement which result from a Force Majeure Event.
- (b) The Party affected by such circumstances must promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so.
- (c) If such circumstances continue for a continuous period of more than 3 months, either Party may terminate this agreement by written notice to the other Party.

### **10.3 Amendments**

This agreement may only be amended in writing signed by duly authorised representatives of the Parties.

### **10.4 Assignment**

- (a) Subject to clause 10.4(b), neither Party may assign, delegate, subcontract, mortgage, charge or otherwise transfer any or all of its rights and obligations under this agreement without the prior written agreement of the other Party.
- (b) A Party may assign and transfer all its rights and obligations under this agreement to any person to which it transfers all of its business, provided that the assignee undertakes in writing to the other Party to be bound by the obligations of the assignor under this agreement.

### **10.5 Entire agreement**

- (a) This agreement contains the whole agreement between the Parties in respect of the subject matter of this agreement and supersedes and replaces any prior written or oral agreements, representations, or understandings between them relating to such subject matter.
- (b) The Parties confirm that they have not entered into this agreement on the basis of any representation that is not expressly incorporated into this agreement.

### **10.6 Notices**

A notice or other communication connected with this agreement has no legal effect unless it is in writing.

### **10.7 Law and jurisdiction**

This agreement takes effect, is governed by, and must be construed in accordance with the laws from time to time in force in Queensland, Australia. The Parties submit to the non-exclusive jurisdiction of the courts of Queensland.

### **10.8 Severability**

If any part of this agreement is deemed to be unlawful or unenforceable by a court of competent jurisdiction. It will be severed. The remaining provisions will continue to operate unaffected.

**10.10 Dispute resolution**

In the event of a dispute arising out of this agreement that cannot be resolved by mutual agreement, the Parties agree to engage in mediation. If the matter cannot be resolved through mediation, and legal action ensues, the successful party will be entitled to its legal fees on an indemnity basis, including barrister's fees.

**10.11 Use of images and personal information**

- (a) The Customer grants to the Planner an irrevocable right and license (including without limitation an intellectual property license) to use and publish in any and all media all images produced by the Equipment during the Function for the purpose of assisting the Planner with marketing and advertising.
- (b) The Planner will remove images if requested in writing and will not display any images upfront if notified in writing prior to posting. The Planner will not use images which are deemed unsuitable or personally damaging to any person on the website or for advertising.
- (c) All information provided by the Customer to the Planner will be treated as confidential. The Planner undertakes not to divulge or sell personal information provided by the Customer to third parties for commercial or marketing purposes. Where the Planner is required by law to disclose such information to a third party, the Planner will request that the third party follows this privacy policy regarding the handling of personal information.

**10.12 Uploading on Social Media and Equipment failure**

- (a) The Planner will not be responsible if the venue where the Function is located does not have signal and the Planner strongly recommends that the Customer checks signal and Wi-Fi/internet connection before the Function.
- (b) The Customer acknowledges that the Planner has no control over any social platform and will not be liable for any down time or unavailability of service. The Planner will not provide any refund if any uploading on Social Media fails.
- (c) The Customer accepts responsibility for all videos shared to Social Media by guests at the Functions.
- (d) In the unlikely event that the Equipment fails to properly save and record a data file containing the images recorded by the Planner during the Function then in such case the Planner will give the Customer a discount of \$100.00 as compensation for the Customer's loss and the Parties agree that the Planner will not be liable in any way to the Customer in respect thereof.

Executed as an agreement on \_\_\_\_\_  
[*date*]

Agreed by **GC VIP Party Events**

\_\_\_\_\_  
Witness name

\_\_\_\_\_  
Signature of Supplier (or authorized representative)

\_\_\_\_\_  
Signature of witness

Agreed by \_\_\_\_\_  
[*name of Customer*]

\_\_\_\_\_  
Witness name

\_\_\_\_\_  
Signature of Customer

\_\_\_\_\_  
Signature of witness



**SCHEDULE 1 Order form**

Please provide **GC VIP Party Events (Planner)** with information about the type of services you would like to receive, as well as other relevant details as set out in this order form.

**Please note:** The section of this form entitled "Pricing and order details" will be completed by the Planner.

**Customer**

Name:

ABN

Registered office:

Telephone:

Email:

**Function**

Purpose

Persons attending

Adults (number)

Children (number)

Ages of children

**Location**

Location

Date and time

Start time

End time

Date

Size and description of  
the room or place  
where the Function is to  
be held

Floor of building

If not on the ground floor, is there a lift?

How far are the facilities from the Location?

Are there any security or other policies or procedures the Planner needs to be aware of in entering or leaving the premises?

☐  
☐

Yes (provide details)

No

(THIS SECTION TO BE COMPLETED BY THE PLANNER)

Description	Detail	Charge
Charge for providing the Function with the Equipment (hourly fee)		
Number of hired staff needed ( <b>Hired Staff</b> )		
Cost of Hired Staff		
Cost of Extras		
Hire Fee Subtotal		
Deposit (40% of Subtotal)		

I/We wish **GC VIP Party Events** to provide the Video Booth services for the Function, all as set out above subject to GC VIP Party Events' terms and conditions.

Signed for, and on behalf of, Kristine Jean Carter T/A GC VIP Party Events

**Signature:**

**Print name:**

**Job title:**

**Date:**

Signed for, and on behalf of, \_\_\_\_\_ *[full legal name of the Customer]*

**Signature:**

**Print name:**

**Job title:**

**Date:**