



Corton Audio

BJ Corken RJ Corken & N Newby T/as Corton Audio

**HIRE/BOOKING/EVENT/SERVICES –
TERMS & CONDITIONS
(Inc) SERVICE & ENGAGEMENT CONTRACT**

Version: V14.0 Jan 2022

BJ Corken, RJ Corken & N Newby T/as Corton Audio.

A: 157 Vaughan Street, Shepparton, Victoria, Australia, 3630.

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Thank you for choosing **Corton Audio**.

Corton Audio are one of regional Victoria's premier live production, power, event, hire and audio visual providers covering the country from our Shepparton based office and warehouse facility where we deliver state of the art production, audio, lighting, vision, site power and specialist event services for the extensive event, hospitality, venue, production, emergency response and entertainment industries & market.

Corton Audio are one of the few specialist turnkey event providers in regional Victoria covering site power services right through to crew, production systems and special effects implementation. We make running an event smooth no matter what the task, idea or event vision... Let us work beside you to make it happen!



Corton Audio use name brand equipment from world renowned manufactures including: JBL Professional, RCF, Crown Amplifiers, Soundcraft, dbx Professional, Radial, Shure, Sennheiser, Dynacord, Electro Voice, K&M, Chauvet & Jands just to name a few!

Corton Audio are one of the leading funeral industry suppliers for all technical services, advice, planning and development for all church services, beliefs and funeral locations. We offer various specialist funeral service production packages.

Corton Audio have proven what we can do by actually actively doing it, not just saying we can do it! We are fully Insured, hold current public liability insurance and Work Cover Insurance, insuring a safe and enjoyable event for all... It's our priority!

Corton Audio have been providing services for the past fourteen years in 2021 and look forward to hopefully working with you.



We thank you for obtaining a quote from us and hope you consider choosing Corton Audio. Further information can be found by visiting our website at: www.cortonaudio.com

Kind Regards,

Brad Corken
Manager & Owner
Corton Audio

Business Details:

A: 157 Vaughan Street, Shepparton, Victoria, Australia, 3630.

M: 0488 777 649 (+61) | **E:** enquiries@cortonaudio.com

W: www.cortonaudio.com | **FB:** www.facebook.com/cortonaudio | **ABN:** 93 861 161 878

Initial/signature by purchaser: _____



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On acceptance of any provided quotation or on confirmation of the booking, you confirm you have read, understand and agree to the terms, conditions and clauses outlined within this agreement. You agree that you take responsibility for all liabilities and consequences of not meeting the terms, conditions and clauses detailed within and understand that you are bound by these terms, conditions and clauses under this internal Corton Audio booking contract for the entire length of the service, booking or hire until payment is received and has been paid in full.

Terms, conditions and clauses within this agreement and contract are considered generic; however most (if not all) apply to all Corton Audio's bookings, services, hires, contracts and procedures.

Parties:

BJ Corken, RJ Corken, N Newby T/as CORTON AUDIO (ABN: 93 861 161 878) of SHEPPARTON, VIC, 3630:
(We/Us/Our/Corton Audio)

AND

THE CLIENT REFERRED TO IN THE QUOTATION:

(You/Purchaser/Your/Client/Hirer/Customer/Venue/Person-booking-Us or Corton-Audio).

Definitions:

In this agreement/quotation/terms, conditions and clauses the following expressions have the following respective meanings:

Agreed Cost:

A cost borne by Us which You must reimburse as specified in the Quotation.

Agreement:

This agreement, as amended

Audio-visual Support Services –

We supply Equipment and personnel to operate it at the Event.

Claim:

Any claim, counterclaim demand or proceedings and any defence to a claim, counterclaim or proceedings for any Loss or Liability whatsoever (including legal costs and disbursements) made or commenced in any jurisdiction and founded in contract negligence or other tort breach of statutory duty or on any other cause of action.

Confidential Information:

Information of or pertaining to either party which is marked confidential or secret (or words to that effect) or which is (although not marked as such) the recipient knows or ought reasonably to know is of a confidential, secret or sensitive nature. The term "Confidential Information" includes the terms of this Quotation/Agreement, the Fees and any proposal made by Us to You.

Event Proposal:

a cost estimate given by Corton Audio to You in writing.

Event:

The Event described in the Event Proposal/Event description of a provided Quotation.

Event Date:

The date and time of the Event as specified in the Event Description of this Quotation.

Equipment:

Our Audio-visual and other equipment.

Equipment Hire Services:

Our hire/s Equipment listed in the Event Description to You for use at the Event.

Fee:

The Fees payable by You to Us as specified in the Event Quotation.

GST:

The tax imposed or assessed by the GST Act and its related legislation GST Act means the A New Tax System (Goods & Services Tax) Act 1999 and associated legislation. Corton Audio are currently registered for GST.

Guest:

An attendee at the Event, whether invited or not.

Hire Period:

The period during which You are permitted to use the Equipment as specified in the Quotation/agreement.

Insolvency Event:

If a party enters into bankruptcy, provisional liquidation, liquidation, receivership, voluntary administration or if a "controller" (as defined in the Corporations Act 2001 (Cwth)) is appointed to a party or if a mortgagee takes possession of any assets of a party or if a party ceases to trade or is unable to pay its debts as they fall due or if a party makes a compromise with its creditors or enters into a scheme of arrangement.

Intellectual Property:

All forms of intellectual property in all jurisdictions, including patents, petty patents, innovation patents, patentable inventions, know-how, trade marks (whether registered or unregistered), copyright, registered and registrable designs, circuit layout rights, applications for registration of any of the foregoing and rights to apply for registration of any of the foregoing.

Loss:

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Loss, damage, expense or cost of any kind, including personal injury, death, damage to reputation, damage to goodwill, economic loss, loss of or damage to property, loss of data, financial loss, loss of money, consequential loss, loss of profit, loss of cost and other savings, loss of opportunity or any other form of loss and including loss in relation to any Claim, including legal costs and disbursements.

Services:

Equipment Hire Services and/or Audio-Visual Support Services.

Venue:

The place at which the Event is to take place, as specified in a provided Quotation.

Venue Operator:

The person who operates or manages the Venue. For the avoidance of doubt, the Venue Operator may be You.

Total Amount :

The Australian Dollar amount detailed in the Total section of a provided Quotation.

1.0 Payment:

1.1 On completion of Your booking with Us, for events/bookings totalling below \$6,000.00 AUD You will receive a Tax Invoice from Us; we ask that you please make no payment until a post-event invoice has been received.

1.2 For quotations totalling above \$6,000.00 AUD we require full payment prior to event and a pre-event/booking Tax invoice will be sent as soon as the quotation is confirmed.

1.3 The total amount outlined within a Corton Audio written quotation is payable (under acceptance of the original quotation) to Us at the point (during the event/booking/contract) at which all staff are present, the equipment setup/installed, operating and working (prior-to sound check or performances) at your proposed event/booking or installation. This is the point at which the total amount (identified within this quotation) becomes due (under Corton Audio booking terms and conditions) or additional payment as described within clause 9.0. Clause 5.0 applies to payment terms.

1.4 Full payment of Tax Invoice requires strict payment within seven-days from Invoice issue date (unless stated otherwise within quotation or tax invoice). Interest is charged on any unpaid amounts and is charged at 1.5% per week (after seven-days) until full payment has been received. A weekly unpaid processing fee applies of \$63.00 (ex GST) AUD this will be invoiced weekly (or added to your account) as appropriate.

1.5 Payment options and credit facilities are available on special request only and only at time of placing booking. Please contact Corton Audio manager or account manager directly to discuss "special payment options" or to discuss credit facilities and application.

1.6 All dollar amounts shown or displayed within the provided quotation/agreement are in AUD (Australian Dollar).

1.7 Tax Invoices can be sent prior to the event/booking/contract date if required for transaction purposes or if you specifically request a 'pre-event Invoice'. Otherwise all Tax Invoices will be sent

following the events conclusion unless totalling above \$6,000.00 (as detailed in section 1.1 and 1.2).

1.8 We only offer card payment via our software package MYOB.

You will receive all details on your Tax Invoice if you wish to make a card payment electronically. Please note card payments may show on your credit card statement as a MYOB transaction.

1.9 Corton Audio are currently registered for Goods & Services Tax (GST) in Australia.

1.10 Where an event or booking extends/exceeds the timeframe allocated and quoted within this agreement and quotation - equipment use, operation is extended, is 'required' or 'decided to be required' for a longer period of time and We have agreed with the extended timeframe on-site, the additional cost associated is based on (and will be invoiced as per):

(a) \$80.00 per hour, per on-site staff/crew member – from original event finish time up to two additional hours; (b) \$100.00 per hour, per on-site staff/crew member – from two additional hours up to four additional hours; (c) \$200.00 per hour, per on-site staff/crew member – from four additional hours. Please note that We may decide it is not practical to continue over the agreed finish time outlined within this quotation due to other circumstances such as additional bookings etc. We reserve the right to decline use of equipment at any time following the original agreed and allocated timeframe as stated to us at time of You accepting this quotation. (Example: If event was proposed to finish at 4:00pm, but You asked for the event to continue until 8:00pm (and We agreed) and We had two crew members on-site at the event. The cost associated would be: An additional 4 hours from original finish time @ \$100.00 per hour = \$400.00. 2x staff members @ \$100.00 per hour = \$400.00. = a total of: \$800.00 in addition to the original quotation and this will be invoiced accordingly).

1.11 All prices quoted are excluding GST unless otherwise stated.

1.12 For COVID-19 (or infectious disease/virus) related cancellation circumstances please see clause 6.16.

2.0 Quotation Acceptance/Agreement:

2.1 We prefer acceptance of this quotation with a purchase and/or work order OR alternatively in writing (this may be electronic correspondence).

2.2 All quotations must be accepted (via 2.1) within 5-days of the events proposed starting date. After 5-days We cannot guarantee our services will still be available, therefore We appreciate that you accept the provided quotation as soon as possible. Please see section 9.0 for cancellation details, timeframes and terms.

2.3 By accepting this quotation You agree and consent to pay the full total amount outlined within this quotation, even if the event, contract, project or booking cannot go ahead due to weather conditions or other event which is out of our direct control (eg: late event cancellation, change of venue, non-attendance, severe storm, hot weather etc).

2.4 Quotation valid for 14-days from issue date, following this timeframe Our electronic booking system will cancel all quotations and therefore will require process of a re-quote.

2.5 We reserve the right to change any apparatus listed within a quotation (verbally or written) for other suitable equipment for hire without notice.

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3.0 Damage/s/Theft:

3.1 We, our direct associates, contractors, staff and crew are not to be held liable or responsible for any damage, loss or theft to personal property, items or instruments left at an events site out of the owners/artists/musicians/or other party's direct supervision. This includes if the damage or fault has been caused by (or found to be caused by) connection to a Corton Audio provided product, equipment or apparatus.

3.2 Any damage, loss or theft caused to Our equipment by fault of hirer or where found to be fault of hirer (such as hirer not providing adequate security, safe or compliant electrical outlets or where security fail to protect equipment or control person/s) will incur additional charges for items needing to be fixed, repaired or replaced (new for old) (see 22.0 for additional clause).

3.3 Police will be immediately notified to deal with any stolen or damaged equipment and/or any act of vandalism, as per Corton Audio insurance requirements.

3.4 Any damage or loss caused to Corton Audio's equipment by bands, performers, guest, members of the public (or other party) hired by the client or allowed access, will require full payment for any items needing to be fixed, repaired or replaced (new for old), this will be invoiced to the client/You as applicable (see 22.0 for additional clause).

3.5 We take all possible and practical precautions to reduce damage to the ground, carpet, grassed or floored areas by our activities. However We accept no responsibility for damages to these areas/surfaces if caused by Corton Audio's:

- (a) General 'wear and tear' activities;
- (b) General access;
- (c) Vehicle access; or
- (d) For safety equipment (such as cable covers or gaffing/tape), that are required to be implemented via risk assessment in order to safely complete our job activities on such surfaces.

3.6 For any short-term installation work where equipment will be housed or located at a venue for a specific length of time (more than one day) appropriate security measures and insurance are to be obtained (and are to be undertaken) to protect Our technical and production equipment against theft, loss or vandalism. This shall be organised at no cost to Us. You are responsible for ensuring these requirements are undertaken for the duration of such hire, service agreement, contract, booking or service.

3.7 Under no circumstances shall any form of water or liquid be used on stage as a 'performance tool' or 'effect' (this effect is commonly found with heavy metal performances or similar). Liquids or water shall not be spat, thrown, shot or squirted by performers or artists in any form, at any time. Corton Audio will immediately switch off (and not re-commence services) the audio and production system without notice if they feel their equipment is at risk due to having water or liquids present on stage and not using such substances for drinking only. Equipment (particularly the horn of a speaker cabinet) takes only a minor drop of water or liquid to cause it to fault. Any damages or faults caused to equipment by liquids, will be required to be repaired or replaced (at Corton Audio's discretion) at additional cost to the person booking Corton Audio. Please advise all performers of this requirement.

3.8 Any equipment broken (or damaged) during a performance, by a performer, will require immediate replacement and on the spot payment at the cost of the performer who was found accountable to have damaged the item or used the equipment out of its normal intended use, therefore causing the equipment damage or to become broken through their activities. Where a performer will not pay the cost of damaged equipment or refuses to pay the costs associated, this replacement cost will be invoiced to You. (i) No direct act of damage will be seen or referred to as an 'accident' at any time by Us where items have clearly and intentionally been broken, vandalised or damaged.

3.9 In the event of a fire occurring within a venue or location (before, during or following an event (or engagement)), responsibility of ensuring our equipment is insured and covered for the term for which it is stored in a venue for the purpose of entertainment or successfully providing the requested services for the venue, client or You, it is to be covered under a venues or Your Insurance for the service/hire term period (including being left at your venue between provided services).

3.10 The client MUST provide a crowd barrier (or other suitable infrastructure between the band and the audience to ensure that Corton Audio's equipment is safe and that members of the public are unable to access the stage or the equipment (ultimately causing damage to it), Damaged equipment will be the responsibility of the Hirer/Client.

3.11 No food dye, paint, thinners, water pistols, water balloons or other liquid filled items are to be allowed (or used) within close vicinity of our equipment unless noted to Us at time of placing a booking. These liquids can severely damage equipment and MUST NOT be allowed onto the events site unless Corton Audio are aware of the items prior to placing a booking with us.

3.12 We are not to be held liable or responsible for damages for any in-house use production (audio or lighting) systems or components that may become faulty with use (or have previously been faulty prior to our arrival and use). The purchaser accepts all responsibility for damages to in house PA systems, lighting systems and components.

4.0 Licensing/Legal:

4.1 We are not to be held liable or responsible for APRA licensing or notification for performance/s. This is solely Your responsibility.

4.2 We are not to be held liable or responsible for insuring food and beverages are available for performers or artists. This is solely Your responsibility.

4.3 We do not accept the cost and/or responsibility for power usage/consumption at an event.

4.4 We will not operate fog/smoke/haze effects without verbal clearance from venue staff. We accept no responsibility or costs for the activation of fire alarm systems or fire service attendance after we have been given/received verbal okay/go-ahead from a venue staff member, employee or other person within the venue that We can operate such fog, haze or similar effects and that such activation systems have been isolated.

4.5 For an event where We are providing technical services and equipment We must be made aware of any pyrotechnics, explosives

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or fireworks in use at an event. Such effects shall not cause risk to our equipment whilst in operation.

4.6 We are required and committed at all times to provide our staff with standard hourly rates as set out by legislation and minimum wage requirements.

4.7 We hold current public liability insurance through our industry specific broker.

4.8 All Our staff, contractors and employees have undergone the extensive Corton Audio 'CortonSafe' induction & training system. All are deemed competent in Their specific duties, including: operational set-up, supply and operation of professional audio-visual equipment. Further to this most Corton Audio staff have undergone specific specialist industry training and competencies through various registered training organisations.

4.9 At various times We may engage students or other persons on the basis of a Volunteer or for Work Experience, where this is provided, such persons are in addition to the staffing requirements of an event and are provided at no extra charge to You.

4.10 We are required at all times to obey & follow Occupation Health & Safety (OH&S/WHS) and duty of care requirements at all times as detailed in applicable:

- (a) Acts;
(b) Codes of Practice;
(c) Regulations; In regards to the health & safety of live events,
(d) WorkSafe/VWA guidelines and regulations;
(e) AEIA (Australia Entertainment Industry Association) Guidelines; or
(f) Those adopted in our current OH&S/WHS and risk management policies, SWMS's or other procedural documents.

4.11 We will not under any circumstance allow any unsuitable content to be displayed or presented on any Corton Audio AV system (i.e.: LCD screens) including (but not limited to):

- (a) Nudity;
(b) Pornographic material;
(c) Unsuitable underage content (where underage patrons are present at an event).

4.12 We must not be held responsible for any copyrighted item or graphic displayed on Our AV systems (i.e. : LCD screens) which has been provided from an external source or direct from the client for presentation purposes.

4.13 Copyright and licensing is solely Your responsibility.



5.0 Weather (Severe Weather or other unexpected weather event) and/or viral/contagious infection:

5.1 We reserve the right to cancel, postpone, dismantle, pack-up, cover or refuse use of equipment or services in the event or approach of any weather (as detailed below in section a - j), severe thunderstorm or catastrophic event (both indoor & outdoor) and/or viral or contagious infection for the sole purpose of health & safety and with the intention to not re-engage or continue with service/s following any weather event. This circumstance includes, but is not limited to any of the following presenting a risk or possible risk on-site:

- (a) Rain (including drizzle/showers);
(b) Thunderstorm;

- (c) Hail;
(d) Wind (above 15Km/h);
(e) Lightning (visible from the events site or within 20km on radar);
(f) Flood;
(g) Fire, (also see clause 6.7)
(h) Dust;
(i) Extreme Humidity; or
(j) Earthquake.
(k) Viral/contagious infection.

5.2 We reserve the right to refuse use and operation of equipment at any time throughout an event or booking at Our discretion for the purpose of health & safety as deemed by on-site staff and technical supervisor and without notice.

5.3 We will not undertake live production activities or install equipment where there is risk of extreme humidity. Such as may occur in indoor pool areas or enclosed humidity spaces (please discuss with Corton Audio management prior to booking as consideration may be granted for equipment use in such environments).

5.4 In the event of a severe thunderstorm, rain (of any amount - including drizzle or showers), catastrophic or other event occurring prior to the event (which is out of Corton Audio's control) Corton Audio does not guarantee or commit that services or equipment will be set-up, operating or 'ready to go' by the normal event starting time in these circumstances.

5.5 We WILL NOT under ANY circumstances allow the production equipment to be:

- Set-up/erected;
- Continued in use and operation;

Where water is present (such as drizzle, showers, rain, fog, flood or other water event) it is extremely dangerous. Corton Audio supervising technician will power down equipment in the event of this weather circumstance presenting itself on-site (especially at outdoor events), please note this power-down/pack-up may occur without notice. It should be noted that the event/job be postponed or cancelled for any water event (rain, showers or drizzle) presenting itself on-site at an outdoor event. For the benefit of clarification: Cancellation of our services will occur at Our decision (both before or during an event) where rain, drizzle or water of any type is predicted prior to or presents itself at the event/s or job site.

5.6 We do not accept statements or policies from event managers, promoters, clients or tour managers for event/s stating as going ahead 'rain, hail or shine'. Corton Audio accepts this statement as being highly unsafe, dangerous and shows complete disregard for duty of care. Corton Audio are committed to safety at live events, including the protection of Our equipment, services, staff, performers and the public. Safety always takes priority over any weather event. It is Your responsibility to take out a suitable policy to cover the costs associated in the event of any weather event on-site. We highly recommend clients take out an event weather insurance policy or consider the costs associated with our cancellation of services due to a weather event occurring.

5.7 FULL payment of services is required to be paid in full for any weather event causing cancellation or postponement at any stage both before and during an event (see clause 9.0 for cancellation details).

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5.8 Where our staff are required to travel to an event and flood waters (or flooding of any kind), fire (and other severe weather) render Us to a detour - a maximum detour distance of 30km from our closest road route/access to a venue We are NOT responsible for insuring that the PA/equipment or production will be ready to go by the event starting time and additional costs may apply. Further to this, where We are not able to access a venue due to flooding, fire or other severe weather event (either at the venue or we are unable to access the venue location (including on route to the location) due to flooding, fire or severe weather) You are responsible to meet 100% of the quoted fees. This will be Invoiced as appropriate.

HEAT/HOT WEATHER (inc hot weather stop/cancellation of services - work conditions):

5.9 Under Our adopted OH&S Policy, Work on days (both indoor and outdoor) considered "extreme temperatures" are considered by us to be any day of on or above 38.0 degrees Celsius in the shade as metered or predicted by Us. Where work is required to be undertaken We:

- a) May implement additional workers, staff or contractors to assist with job activities - this additional cost will be invoiced to You.
- b) Stop or postpone work until the temperature retreats to under 38.0 degrees Celsius. We are not responsible for insuring equipment, apparatus or services will be installed and ready to go by normal timeframes where temperatures are on or above 38.0 Degrees Celsius.
- c) We will - Cancel and stop work completely where the temperature reaches above 41.0 Degrees Celsius in the shade and clause (b) applies to any stop work procedures.
- d) Stop work all together (with intention to not re-start work) where the temperature reaches 42.0 Degrees Celsius in the Shade.
- e) Where any of the above clauses (a-d) come into implementation at the job site, You will be responsible to meet 100% of the quoted fees regardless as to whether work is re-started, commenced or completed (if at all) and will be undertaken to protect workers from sun/heat stroke.

5.10 Cancellation of services: We will stop indefinitely ALL work (and not re-start at any point) where the temperature reaches 43.0 Degrees Celsius or above in the shade. This clause is a complete cancellation of services for the purpose of health and safety under extreme outdoor work conditions for all crew, contractors and staff. Full fees are payable under this clause as per (clause e).

5.11 Provisions must be made to ensure that free of charge water & drinkable fluids, a shady and cool area is provided for staff & crew to cool down on hot days or during regular rest breaks in order to provide a safe working environment.

5.12 Where a day has been declared a day of "Extreme Heat/Catastrophic" and an advice message has been declared by Vic Emergency (or other government/state departments) consideration is to be given to the postponement of the event/job/task where extreme heat health thresholds have been forecast. Please note that work will stop completely with no intention to re-commence services where a temperate threshold of 43.0 degrees Celsius (in the shade) has been reached at any point throughout the event (both before or during an event).



5.12.1 Where a day has been declared a "Code Red/Catastrophic" day in the state of Victoria (in any municipality) or where we are travelling to/from/through an area marked as "Code Red/Catastrophic" immediate cancellation of services will occur for the purpose of health & safety, full fees will be required and will be invoiced accordingly. The safety of all crew and staff travelling on days considered Code Red or Catastrophic are considered by us to be unsafe to travel, we consider no event shall put at risk the safety of our crew and staff.

DURING EVENT - WEATHER & WEATHER CANCELLATION OF SERVICES:

5.13 Please note: there is a high possibility We will not allow the production equipment to be re-energised or re-powered up post severe weather (or rain/water of any type) presenting itself at an events site. Equipment may have been disconnected, covered, packed up or damaged due to weather & we do not guarantee services or equipment will be continued in operation post severe weather, rain or other event presenting itself at the event/s site. Full payment is to be paid & will be invoiced regardless of when (during the event stage) weather poses risk or cancellation of services throughout the booking period, including over consecutive day events. Please expect services, equipment and hire/s to be discontinued indefinitely in the event of weather presenting itself at the event/s site and not re-powered up or continued for any reason for the sole purpose of health & safety.

5.14 The production system will be powered down and disconnected when connected to any grid based power supply when lightening or severe weather event is present and visible from the events site (both indoor & outdoor events). This may occur without notice.

6.0 OH&S/Safety/Equipment Use:

6.1 Corton Audio supervising technician on-site at an event has total discretion over the use of the production equipment and its location throughout the event. Their say is final in regards to OH&S/WHs, protecting assets and equipment.

6.2 We will not tolerate any aggression or offensive language used towards Us or Our activities. Police will be immediately notified to deal with any issues where a Corton Audio staff member, contractor or employee feels they are in danger or threatened.

6.3 We reserve the right to decline use of equipment to any person who is or is considered to be:

- (a) Intoxicated by alcohol;
- (b) Using offensive language (without need); or
- (c) Putting other persons at danger whilst using the equipment - This includes performers/artists of any kind.

6.4 We reserve the right to decline use of any electrical item (bought onto the events/work site by bands, performers or other party) which:

- (a) Has not been currently tested & tagged in compliance with AS/NZS 3760;
- (b) That at which fails to meet the manufacturers design; or
- (c) Is considered by Us to be unsafe.

6.5 Under no circumstances should any person attempt to, touch or alter any of Corton Audio's technical equipment or power sources

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supplying power to Corton Audio's technical Equipment (unless under emergency situation, where immediate isolation is required). Any person found attempting to or found accountable to have done so, will be liable for any damages caused by their activity and appropriate legal action will be taken by Corton Audio in regards to the activity. It is important to note that by touching, changing, interfering or altering any of Corton Audio's equipment you are not only putting yourself in danger, but also those working, performing or attending an event. Isolation or 'switch-off' of power systems shall only be done in emergency situations, weather event or via Corton Audio employees, trained contractors or staff.

6.6 Under NO circumstances shall any:

- (a) Illegal drugs;
- (b) Firearms;
- (c) Replicas; or
- (d) Weapons, be present at an events site unless We are aware of such items being used and is for performance use only. If not, We assume such item/s are real and will immediately contact the police for the sole purpose of health and safety.

6.7 NO NAKED FLAMES are to be used within 20-metres of Corton Audio's technical equipment or on days where there is a total fire ban in place.

6.8 For any patrons, security personal, staff, crew or performers in close vicinity to the audio system we advise that correctly fitted hearing protection be used in compliance with Australian Standards.

6.9 For any work where We are required to be on or within 6-metres of any road way, a complete road safety management plan and OH&S report is to be completed for Us. For such activities Corton Audio staff are required to be wearing appropriate PPE, use signage and traffic control devices in compliance with current legislation. We ask that the client make appropriate notification to any authorities (VicRoads) including local council for a complete permit in order to undertake all on road or roadside activities. For any events requiring continued access or on-road event we advise the client to take appropriate action and consider to close roads for the purpose of health and safety.

6.10 Where an event requires a 'road-way' or 'road area' to be closed before the event can take place (and load-in/set-up can occur) we advise that the road be organised to be closed off at least One Hour prior to the load-in time specified within the quotation to allow for parked traffic to be moved and the area free from obstructions when We arrive on-site. For example if the Quotation states load-in (NOT event start time) at 11:00am then we advise the road to be closed at 10:00am.

6.11 Corton Audio prides itself on providing technical services that meet, if not exceed OH&S/WHs requirements and guidelines. Corton Audio works hard to ensure compliance with all guidelines as stated in the 'Safety Guidelines for the Entertainment Industry', WorkSafe Victoria requirements and nationwide legislation. We are committed to providing a safe workplace for all in attendance at an event including those performing, working, attending or volunteering, as well as those contracted or invited to the event/work site. Corton Audio ensures its equipment/services are compliant with our own OH&S/WHs Policies, procedures, SWMS's, JSA's, Incident/accident/near-miss reporting, hazard management, risk assessments, Induction system and other supporting documents

and guidelines specific to entertainment, electrical and production industry.

6.12 Once equipment is set-up, tested & operating (within a venue or location) We will not under any circumstances move or substitute our equipment for another supplier or other stakeholder's equipment. We will not allow our equipment to be used in conjunction with or for other suppliers/stakeholders equipment at any time, We reserve the right to decline use of Our equipment to be moved to make way for DJ's equipment or other performer who refuses to use Our equipment and wishes to use their own (at Corton Audio's discretion).

6.13 We ask that the client provide (as per OH&S/WHs requirements) cool, bottled drinking water available for our crew/staff to consume throughout the event.

6.14 COVID-19 or other viral/contagious infection:



COVID-19

Corton Audio have adopted a complete COVID SAFE plan to ensure the safety of those using, hiring or requesting our services.

All our equipment has been thoroughly cleaned prior to all hires and use however Corton Audio cannot be held responsible once the equipment has left our direct supervision (such as on dry-hire). Corton Audio advise that strict social distancing measures be undertaken whilst using our equipment, masks be worn at all times and the continued cleaning of equipment prior to each use, handling or user is to be implemented. All staff and crew are required to wear the appropriate PPE when working at your event or site.

6.15 Corton Audio cannot be held liable or responsible for any loss (including financial) if an event or booking cannot go ahead due to a viral/contagious infection (Including Coronavirus) or such situation occurring post an events completion where found to have occurred at the events site. The hirer is responsible for insuring the event/s site is COVID-SAFE compliant.

6.16 The hirer is responsible for meeting 100% of the fees if the event/project/job/booking cannot go ahead due to a site becoming cancelled and/or postponed due to a COVID-19 (or other contagious disease) related reason, at any point, both before or during the event/booking. It is the hirers responsibility to accept the responsibility and risk for organising, booking or undertaking such activities where we are required to be booked and provide services during such an outbreak/cancellation/postponement caused by COVID-19 or infectious/contagious virus/disease. For the benefit of doubt full 100% of quoted fees will be invoiced for all services undertaken if postponement (or cancellation) is caused by covid-19 or other infectious disease situation.

7.0 Access:

7.1 We require safe EGRESS and access to an events site. Parking permits, passes and notification to any authorities are to be undertaken for our staff and their vehicles prior to an event and where possible sent to Us prior to the event, ready for on-site arrival by Us.

7.2 We require (for outdoor events) vehicle access (from government/council roadways to the stage and back again) at all times both before, during and following the event for the purpose of safe loading and unloading of equipment as well as provision for

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access should inclement weather pose possible risk. Please ensure marquees, tents or vehicle parking allows this access. Vehicle access measurements required are as follows: 3 metres wide by 4 metres high and adequate area to reverse vehicles and exit the events site safely.

7.3 Free (no-charge) access is to be granted and organised for Us to/for the event in order to successfully complete their job activities. Please ensure access and/or passes to all stage areas, FOH (Front of House) & back-stage areas is also granted and provided.

7.4 Please provide or ensure provisions for Corton Audio staff vehicle parking are met and provided free-of-charge for the duration of the event.

7.5 Please insure for events that finish or begin out of normal business hours that access has been granted and organised for Us, allowing access for staff to load-in/out equipment after normal business hours within the venue and that security measures be discussed with the venue to allow Us to enter, exit and re-enter a venue as required during out of normal business hours (9am-5pm).

7.6 Where vehicle permits or parking certification/access have not been obtained and We receive a vehicle fine, it is Your responsibility to reimburse Us if the event could not have happened (or considered successful) without receiving such fine, whilst working or providing services at Your event, job or project.

7.7 All animals and pets (including dogs) must be secured during all times when our staff are required to attend an event both before, during and following an event to insure the unobstructed access for our staff to undertake such required job activities safely and without danger.

7.8 Please notify Us at time of making booking if stairs are present at the events site and will be our general means of access. Sometimes our equipment is too large to physically carry up stairs. Access requiring stairs or via a stairwell requires a minimum of two staff to undertake activities safely. This will be invoiced to You as appropriate.

7.9 Marquees, Gazebo's and/or suitable shade/weather protection structures are to be provided for our equipment, staff and/crew on-site for outdoor events and shall be located (both at FOH and monitor (side of stage) positions to insure a safe workplace for our staff, crew and equipment. These must be free from breakage, leaks, damage and be of suitable stability.

8.0 Band/Performer Information:

8.1 Please ensure any band stage plans/plots or technical requirements (riders) are known to Us when requesting a quotation and formally in writing stating that rider demands will need to be met. Any of these technical specs MUST be forwarded to Corton Audio (via email: brad@cortonaudio.com) at least two-three weeks prior to the events proposed starting date (provided they have been stated to Corton Audio at time of requesting a quotation, as once a quotation has been processed, additional equipment or substituted equipment may not be available and will incur additional costing at all times in addition to the total amount outlined within this quotation). After this two/three week pre-event period (provided it has been stated to Corton Audio at time of requesting a quotation) Corton Audio cannot guarantee services, equipment or requirements will be covered and included in the booking.

Additional costs apply for extra equipment, services and requirements at all times. Corton Audio does not take responsibility for meeting these requirements after a three week period.

8.2 Please insure We are aware of band/artist specific engineers, crew and operators.

8.3 We are not to be held responsible for any performer/s lack of experience, misuse or loss of personal equipment prior to, throughout or following a performance.

8.4 We are not to be held responsible for any performer/s in-ability to perform at an event for any reason (including due to equipment, services or other reason).

8.5 We will not allow just any person to mix or control equipment, access equipment, use equipment or operate equipment, this is at Corton Audio's discretion at all times.

8.6 External engineers/operators must ensure that they keep within the safe limitations of the system on the day, not over-drive or 'push' the system and take note of any warnings such as limit, peak or clip lights on such equipment. If the system is continually driven in exceed of its intended purpose Corton Audio will ask for the system to be bought back into normal operating mode, where this is not done Corton Audio will undertake manual procedures to protect such assets and equipment without notice.

8.7 Equipment damaged or broken by an external engineer, crew or operator (regardless of reason) will be at expense of the external engineer, crew or operator who damaged or broke the equipment or item. Expenses are to be paid on-the-spot for such circumstances. Where this is not paid on-site by the engineer or crew member (or in a circumstance where they do not accept liability for damages) the costs associated will be invoiced to You (the client or person booking Corton Audio).

8.8 Where an engineer feels equipment will not meet their needs or is not quoted in this quotation we ask that engineers/operators bring their own specific equipment such as specific compressors, gates, effects processors, microphones, etc.

8.9 We will not be held responsible at any time to meet demands for specific engineers or operators that are not mentioned in this quotation. Corton Audio work to meeting budgeting requirements of the client and fixed costing at various times and additional equipment (in addition to this quotation or substituting for other equipment or items) may not be possible and/or will incur additional cost at all times.

8.10 We, Our staff or Contractors will under no circumstances take any verbal or physical abuse from musicians, performers or artists for any reason. Police will be notified immediately to deal with any abuse of any kind towards Us or Our activities. We will at all times attempt out best possible service/s, however due to many circumstances (often out of our control) we may not always be able to for many reasons (including the artists unreasonable requests, timeframes, etc) therefore altering our ability to perform the best possible service/s and shall always be taken into account.

8.11 The safety of Us is of utmost importance during an event, You shall take all reasonable precautions to insure the safety of Our crew, staff, contractors and personnel at all times.

8.12 The use of dry-ice for 'dance on cloud effects' or other special effects requiring dry-ice are to be undertaken only within an approved device and under direct staff supervision. Dry-ice is

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capable of severe cold burns as well as CO2 being exerted as dry ice dries or 'melts'. We undertake all effects under direct compliance with all relevant legislation including our own risk assessment procedures and using certified and approved products and devices for use with dry-ice.

8.13 Equipment where hired to a person/venue/business who then sub-contracts the use of that equipment to another operator or staff member accepts all responsibility with insuring the system is operated within its safe limits, not broken, pushed beyond the systems capability on the day. Any damages will be invoiced to the person whom booked the equipment regardless of who was found responsible. Our contract is direct with the person booking the equipment/hiring the equipment who is required to insure the safety of the equipment and accepts responsibility of it throughout the booking/hire period.

8.14 We will not set-up or erect band/artist instruments, banners, promotional material or other band equipment. Charges will apply if band assistance is required by our staff/crew.

8.15 Support acts - All 'support acts' or acts in addition to the headlining act will incur additional charges as decided by Corton Audio. This will be invoiced on an hourly/equipment required basis. All packages and quotes provided by Corton Audio assume no support acts and exclude support act costs unless outlined within a quotation.

9.0 Voluntary Cancellation of service/s:

9.1 The Client (you) agree(s) that a cancellation fee will be payable to Corton Audio (Us) if the project/event/booking is cancelled for any reason (including due to weather, viral/contagious infection and/or postponement). This will be in addition to all expenses incurred by Corton Audio up to the time of cancellation and is regardless of whether or not a purchase order has been provided. The fee will be based on the time of cancellation as follows:

9.2 Cancellation 15 days or more prior to event 3% of quoted fees;

9.3 Cancellation 14 to 8 days prior to event 30% of quoted fees;

9.4 Cancellation 7 to 2 days prior to event 50% of quoted fees;

9.5 Cancellation 2 days or less prior to event 100% of quoted fees.

9.6 Please see clause 6.16 for cancellation terms for a COVID-19 (or other contagious infection/disease/virus) related cancellation/postponement.

10.0 Staging/Staging systems/location:

10.1 All stages MUST be set up prior to Corton Audio's allocated load-in time (detailed within a provided quotation or noted to You). This is the minimum access time in which We estimate it will require to set up, test, tune equipment and completely load-in. If We arrive at the events site and stage/s have not been fully set up by the access time (stated within) We do not take responsibility for the equipment being ready, set-up and operating by the original event starting time. We cannot set up unless a stage has been completely erected. Please allow 1.5 to 2 hours following an events conclusion for the stage to be dismantled, to allow sufficient time for audio and technical equipment to be packed up and the stage clear from our equipment. Please advise stage supplier of this requirement so they do not arrive at the same time (event end/finish) as Corton Audio begin to pack-up causing further safety risk for Corton Audio staff.

10.2 Corton Audio will not set up equipment on un-even surfaces, on roofs, underground or where there is potential for flooding or for tides to create a risk (unless discussed with Corton Audio management and permission granted).

10.3 Stages and staging (Temporary Demountable Structure/s) system/s provided by You MUST be engineered, designed and erected to be fully compliant with current legislation. Such structures must be of a professional build and be able to withstand normal live technical/entertainment equipment and performer load-ratings, with a load-rating that is designed and specific for live event use. Responsibility of all staging systems and portable structures is responsibility of the Hirer/Client/Venue/You.

10.4 Staging systems MUST be erected by a licensed and suitably qualified person and insure that stages and staging systems have been signed off on by an engineer specifically trained in staging design, erection and safety. Corton Audio is NOT to be held responsible for stage/s not built or erected to legislation this is the Client/Hirer/Venue/Your responsibility to provide a safe workplace for Us.

10.5 Corton Audio asks that appropriate measures, plant and equipment be installed to insure the public are not able to access stage or back-stage areas and that any plant or items be of professional quality, design and be of a load/crush rating specific for entertainment industry use.

10.6 Any staging, trussing or rigging system provided by You, the Venue, The Hirer, Contractor or Other person, is to have an engineer's certificate and be signed off on by an engineer before Corton Audio will attempt any activity or installation on such a system.

10.7 Where Corton Audio are providing portable staging structures, All our staging components are set-up, erected and engineered to high-standard in full compliance with Australian legislation and full risk assessments and certification undertaken. All staging systems provided by Corton Audio will be TUV rated and load-rating information is adopted into the planning requirements for the stage ensuring safe load-calculations and planning is undertaken.

10.8 All skirts or drapes supplied by Corton Audio for events are fire retarded to current Australian standards and compliant with legislation. Although under no circumstances are naked flames or excessive heat to be positioned or used within 20 metres of Corton Audio's drapes and skirts unless a full risk assessment has been undertaken and passed onto Corton Audio at least 14 days prior to event and consent has been provided by Corton Audio management.

10.9 For circumstances where Corton Audio are providing crowd control barriers or fencing, Corton Audio ensures full compliance with legislation regarding crowd control barrier position, location and use. They are fully installed to provide a safe working environment for event security and provide crowd management. Please note the application of crowd control fencing along the front of stage is usually positioned between 0.5m and 1m from the front edge of stage (DS) to allow security, first-aid and technical access.

11.0 Power, Electrical & Generators:

11.1 It is not Corton Audio's responsibility to insure there are adequate power facilities and supply on-site, this is the sole



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responsibility of the client to insure these are available. Corton Audio notify all clients of power requirements in the 'Power Requirements or description/notes' section of the provided quotation and on acceptance of this quotation you agree to insure this is available and accessible on-site via a fixed source/supply within 30 metres from where equipment will be required.

11.2 Generator sets are NOT acceptable to run and operate equipment from unless approved by Corton Audio management one week in advance of an event.

11.3 All electrical installations in which Corton Audio are required to operate equipment from are to be installed and maintained to current Australian regulations (AS 3000), by a registered and licensed electrical contractor and not show signs of: (a) Wear; (b) Burning; (c) Discolouration; or (d) Be installed illegally.

11.4 Corton Audio requires power on a separate circuit and NOT connected to other areas of the event or 'daisy chained'.

11.5 Please contact a qualified electrician (if you are unsure) to ensure suitable power supply is available on-site. Corton Audio prefers a supply of 32 Amp 5 pin 3-phase supply to be available whenever possible or multiple supplies of 32A 5-pin 3-phase when stated within a quotation, verbally or otherwise detailed within a section of this quotation.

11.6 Shall a generator set be confirmed and approved for use by Corton Audio management for an event, please insure it is positioned within 30m's of where the equipment will be set-up and the power required. Alternatively, please ensure that appropriate cabling has been provided (if the client is organising the generator set) to be able to reach from where the generator is positioned to where the power will be required (often this is near the stage) but no more than 30m's away from the required location.

11.7 Please consider the noise a generator creates whilst in use during an event and ensure that the location of the generator takes noise into an account.

11.8 Any 4-pin power outlets or those without a neutral connector **CANNOT BE USED** by Us to operate and run live production equipment.

11.9 All power and electrical equipment and items provided by the client (and or equipment hired by the client for use by Us) must be tested and tagged in compliance with AS/NZS 3760 and other applicable standards and regulations.

11.10 We are not responsible for maintaining generators during the duration of the event (unless that is a condition of this quotation and We are providing power supply equipment and services). This includes maintaining fuel levels (this is particularly important during long event duration times), please ensure back-up fuel (usually diesel for a diesel generator) is kept on-site to refuel if and when required and that advice is sort on how long a generator will run on a single tank during normal/full operating capacity.

11.11 Please always contact Us to notify Us if a Generator set is deemed required for an event and if a generator will be what We will be running and operating equipment from at least 1 week prior to the event to discuss exact generator size, type and use before hiring a generator. Please always hire a generator from a reputable hire business or company.

11.12 Responsibility of generator sets and/or damage caused to Our equipment, where fault was caused via a client hired/provided

generator and was found to have caused such damage or faults to Our equipment or person/s is the client's/Your responsibility. All liabilities for damages, faults, injury or death caused by faulty hired/provided equipment (in this case generators and/or electrical equipment/apparatus) will be responsibility of the client/You.

11.13 Damages or loss caused to Our equipment where a provided faulty or incorrectly wired outlet was the cause, is the responsibility of the Venue/Client (this may also be You), Please contact a qualified electrician or contractor to insure that the outlet in which We are directly plugging into and operating equipment from is correctly installed and wired correctly. Any loss or damage caused is the responsibility of the Venue/Client/You (as decided by Corton Audio management) and damages/equipment-loss/reimbursement will be invoiced accordingly.

11.14 In the event of a power outage (before, during or following an event) We are not responsible for maintaining, continuing a show/performance, sorting or organising another suitable power supply, organise additional power generating equipment or identifying another source of power, this is Your responsibility.

11.15 See Clause 4.3.

11.16 We require as a minimum when organising a generator on our behalf for it to be a minimum of 100KVA. NO GENERATOR will be accepted for use unless it has been cleared with Corton Audio management at least 2-days prior to an event.

12.0 Backline (Instruments):

12.1 Unless backline has been stated within a quotation, backline of any sort will not be provided (this includes guitars/instruments leads).

12.2 Where backline has been stated within a quotation, the details of the backline are correct at time of process only. Backline specifications and equipment may be substituted for similar equipment as required, without prior notice.

12.3 Backline specifications state what will be available on-site and no other equipment or items will be provided. If unsure, please advise musicians/performers to always bring their/your own equipment (inc: guitar stands, music stands etc).

12.4 We will not be held responsible for supplying backline that is not as listed.

12.5 Electrical items and equipment bought onto the events site, must be currently tested and tagged and the item considered safe for use on-site.

12.6 Guitar & Instrument leads may not be provided. Advise artists to bring their own instrument cabling.

13.0 Accommodation:

13.1 Accommodation is to be provided (and organised) free-of-charge (by You) for Our staff for any event where We are at least two hours drive away from our base location (Shepparton, Victoria, 3630), where an event will occur on two or more consecutive days or where working for the same client at two or more separate consecutive events and/or where health and safety requirements would (under normal circumstances) deem accommodation be provided.

14.0 General:

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14.1 Our sole responsibility at all events is the production (audio/lighting/AV) system; if our staff are required to assist with other areas then additional costs will apply and will be invoiced accordingly.

14.2 Please advise all performer/s and artist/s to insure they have their own professional quality and working guitar/instruments leads and that pick-ups requiring batteries, have new batteries installed prior to performance. If batteries are required for personal instruments or equipment on-the-spot charges apply.

14.3 Please advise Us of ANY changes to venue location, access times or requirements as soon as possible, Additional charges will apply for any changes not notified to Corton Audio.

14.4 Please notify Us of any special dress requirements for the event within 5-days of the events proposed starting date.

14.5 In the event of any emergency occurring on-site emergency services are to be contacted (000) immediately, no matter how minor to insure health and safety.

14.6 Our staff will not under any circumstances be under the influence of illegal drugs whilst working at an event, any staff member found to be under the influence of such substances will be immediately dismissed.

14.7 Please contact Us immediately if You specifically require male or female staff for an event (such as may be required for cultural events), We cannot guarantee that at all times specific staff are available for such event/s and therefore to allow Us to try and source staff, we ask that you please let Us know of any specific staff requirements when confirming this quotation, after this time we cannot guarantee particular staff are available.

14.8 When requesting or contacting us regarding this quotation please insure you quote the quotation number which is stated on all quotations.

14.9 Corton Audio utilize the latest in accounting and business control software for all booking, invoicing and quoting procedures, please note that any quoted total amount MUST total an Invoiced amount with both the quote and invoice totals matching unless additional costing have been added by Corton Audio to cover additional expenses such as those established with meeting equipment demands, change of venues, additional equipment, change of times, unrealistic work hours etc that was not stated to Corton Audio before the Quotation was processed and confirmed.

14.10 All Corton Audio's electrical testing equipment and instruments are of professional standard from manufacturers including FLUKE and WAVECOM INSTRUMENTS and are serviced, updated and calibrated at regular intervals.

14.11 Corton Audio may in some circumstances require specific contractors to assist Corton Audio in their services/activities or for specific, high risk or specialist job activities. This may include (but is not limited to): (a) Electricians (b) Pyrotechnics technicians (c) Engineers (d) Advanced riggers (e) Doggers (f) Fly-men (g) Height safety specialists (h) Safety specialists (i) Traffic managers/controllers (j) Stage suppliers/engineers; or (k) Other advanced specialists or contractors. All contractors will be inducted and required to comply with Corton Audio's CortonSafe Safety system as well as hold proof of competency, licensing or training and hold a minimum of \$10 Million public liability insurance.

14.12 You acknowledge that We own the equipment and in all circumstances we retain title to the Equipment (even if You go into liquidation or become bankrupt during the Hire Period). Your rights to use the Equipment are as a bailee only.

15.0 Change of Details:

15.1 You agree to notify us in the event you change your address or contact details which are affixed to the beginning of the quotation.

15.2 You agree to notify us if any event details change after acceptance of this quotation. (Additional costs apply for changes not notified to Us at all times).

16.0 Termination and Suspension:

16.1 We may at Our option terminate this Agreement, Quotation or suspend the Services until the breach is fully rectified if You:

(A) Fail to pay any monies when due, suffer an Insolvency Event or commit a breach of this Agreement/Quotation (other than non-payment of money), which in Our reasonable opinion, cannot be rectified; or

(B) breach this Agreement (other than non-payment of money), which breach in Our reasonable opinion, can be rectified and which is not rectified within 7 days of the date of a written notice by Us specifying the breach and requiring its rectification.

17.0 Fees and Agreed Costs:

17.1 You must pay the Fees and Agreed Costs in the Total amount section/s, at the times and in the manner specified in the Quotation, without deduction or setoff (Usually within 07-day terms or prior to hire if a hire).

18.0 Health & Safety:

18.1 You must ensure, and warrant that the Venue is a fit and proper place for the provision of the Services, that the Venue and the Event comply with all applicable laws and that by performing the Services at the Venue and during the Event, Our employees and contractors will not be exposed to any risk or hazard to their health or safety.

19.0 Release & Indemnity:

19.1 You release Us from liability for and will indemnify Us in respect of all Claims (and all costs of defending them, including legal costs on a full indemnity basis) made by any person (including other suppliers and Guests) against Us as a direct or indirect consequence of the acts and omissions of You, any Guest, the host or any other supplier including but not limited to negligence.

20.0 Intellectual Property:

20.1 Nothing in this Agreement & Quotation constitutes a transfer or licence of Intellectual Property. Equipment remains property of Corton Audio at all times.

21.0 Limitation of Corton Audio liability:

21.1 To the extent permissible by law, You agree that all terms, conditions and warranties which would otherwise be implied, are excluded and that Our maximum aggregate liability to You for any Loss or Claim whatsoever is limited at Our option to either supplying



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the relevant Services again or paying You the cost of having the relevant Services supplied again by a third party.

22.0 Indemnity for damage to Equipment sustained whilst in use:

22.1 If Equipment is damaged by You, a Guest, Performer or other supplier or any person other than Our employee or contractor, You must indemnify and reimburse Us, on demand, the cost of repair or replacement (new for old), as determined by Us.

23.0 Venue Access:

23.1 You must procure the right for Us to enter & access a Venue to provide the Services, to install and remove Equipment at will, and to familiarise ourselves with the Venue before/prior to the Event. You will indemnify Us against all Loss we incur if the Venue Operator or any other supplier prevents Us from taking Our Equipment when we wish to do so.

24.0 Our General Obligations:

24.1 We will supply the Services specified in the Quotation. You agree that the Services may be affected by numerous variable factors that we are not liable for, including the acoustics of the Venue, Weather, electronic interference, atmospheric conditions, the acts or omissions of You, the Host, the Venue Operator or other suppliers and the acts or omissions of Guests and other persons.

25.0 Equipment Hire:

25.1 If We provide Equipment Hire Services to You, You agree that:

- (A) You have satisfied Yourself that the Equipment is in good condition, and is suitable for Your purposes;
- (B) When You take possession of the Equipment, your staff must provide Us with identification and You must check to ensure that all items have been supplied as agreed and acknowledge that;
- (C) You will provide us with such security (if any) as is specified in the Quotation;
- (D) You must take care of the Equipment, keep it clean and secure and prevent it from being damaged, lost or destroyed and must return it in the same condition (fair wear and tear excepted);
- (E) You will prevent the Equipment from being stolen, unauthorised use, misuse, abuse, vandalism, exposed to weather or inappropriate environment and from use with incompatible technology;
- (F) If, before You return the Equipment it is:
 - (i) destroyed, stolen or lost, You must pay Us the replacement cost of the Equipment on a new for old basis;
 - (ii) damaged, prior to its return to Us, We can decide at our option whether to repair or, if that is in Our reasonable opinion uneconomic or would be unlikely to properly restore the Equipment, replace the Equipment and You must pay Us the replacement (on a new for old basis) or repair cost of the Equipment as the case may be;
- (G) You must notify Us immediately if the Equipment malfunctions. If We agree that the Equipment is malfunctioning.
- (H) You must not modify the Equipment or remove any serial number or identification markings;
- (I) You must use the Equipment only at the Event and must not give possession of the Equipment to anyone else, or purport to assign or license it to anyone;

(J) You must tell us where the Equipment is whenever We ask. You must not remove the Equipment from Australia;

(K) You will ensure that all operators of the Equipment are appropriately experienced and qualified;

(L) You must allow Us or Our contractors to inspect, repair or maintain the Equipment at all times;

(M) You will not use the Equipment to broadcast, display, publish or otherwise communicate any material that is Illegal obscene or otherwise offensive, defamatory, in contempt of court or in breach of any obligation of confidence or in breach of any person's Intellectual Property.

(N) You agree you have suitable insurance in which equipment is covered for the duration of the hire.

(O) Responsibility of maintenance and electrical safety testing (such as AS/NZS 3760) is passed onto You when hiring.

(P) Damages resulting in equipment malfunction such equipment being in excessive audio clip or pushed beyond its limits causing damage to speaker components, amplifier components or other equipment will require the full cost of repair or replacement (as deemed by Us) by You. Remember to never let a speaker or amplifier reach clip or reach its limitations on that day.

26.0 Relationship of the parties and with other suppliers:

26.1 The parties are independent contractors and neither party is the agent or partner of the other. The parties must not make any representation to the contrary. You agree the Event is your business venture and is at your risk. Corton Audio makes no representations about the success or otherwise of the Event. You have the sole responsibility to:

(A) Enter into contracts with the Venue Operator and other suppliers to the Event; and

(B) Co-ordinate the Venue Operator and various suppliers to the Event so that We are able to perform the Services in accordance with this agreement, terms and conditions.

27.0 Variation and Additional Services:

27.1 The terms and conditions of this Agreement may be varied only by further written agreement of both parties. If You ask Us to provide additional Services We will provide them (subject to reasonable notice and availability) provided that You must pay our then-current fee for the additional Equipment or work, as the case may be and where services are practical/available.

28.0 Confidential Information:

28.1 The parties agree to hold each other's Confidential Information in confidence.

29.0 Assignment, novation and sub-contracting:

29.1 A party may assign or novate this Agreement/Quotation to a third party with the consent of the other party, which consent must not be unreasonably withheld. We may engage subcontractors to perform the Services.

30.0 Notices:

30.1 Any notice under this Agreement and Quotation must be delivered by written format and sent electronically to

Initial/signature by purchaser: _____



Corton Audio

BJ Corken RJ Corken & N Newby T/as Corton Audio

HIRE/BOOKING/EVENT/SERVICES – TERMS & CONDITIONS

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brad@cortonaudio.com. Any notice so delivered will be deemed to have been received on the date of such delivery or transmission unless received outside the hours of 10am to 5pm on business days (Saturdays or Sundays or a public holidays where the notice is served), in which case such notice will be deemed to have been served on the following business day.

31.0 Interpretation:

31.1 Expressions and clauses in this Agreement/Quotation are severable and if found to be defective or unenforceable the remaining provisions are of full force and effect. A variation of this agreement must be in writing and signed by both parties. A party does not waive a right or remedy unless that party does so by written notice to the other party. Any indemnity given by a party under this agreement:

- (A) is not the exclusive remedy of the party holding the benefit of the indemnity, which party may, in addition or in the alternative, pursue remedies at common law, in equity or under statute;
- (B) is a continuing indemnity;
- (C) will not be affected by any matter including without limitation, the termination, renewal or extension of this agreement or any indulgence, waiver or other concession given by a party unless the party benefiting from the indemnity agrees in writing; and
- (D) includes legal costs and disbursements on a full indemnity basis.

32.0 Victorian law:

Conclusion: By accepting a provided quotation or service verbally, written, via purchase/work order, signed contract agreement (on next page) or other method You agree that you have read, understand & consent to the included terms, conditions & clauses as well as fully understand that you will be bound by these terms, conditions and clauses for the total period of the booking/hire.

On arrival and acceptance via a purchase/work order or other verbal or written method it is considered by Us conformation You agree to all statements, clauses, terms and conditions under this Quotation, You understand the liabilities involved and consequences outlined within and are accepting into a contract with Us for such period of booking/hire/engagement of services until the total amount has been paid to Us in full (inc: any penalties, interest or additional costs added over the course of the booking/hire/engagement of services).

32.1 The law of Victoria and Australia applies to this Agreement and Quotation.

33.0 Engagement and application of this Quotation:

33.1 Upon Your acceptance of a Corton Audio provided quotation and the terms, conditions and clauses contained within, You engage Corton Audio to supply Services in accordance with the Quotation (as detailed in the description) and the provisions of this Quotation. For the avoidance of doubt Quotations may be given and accepted by email or otherwise as provided in writing. These terms, conditions, clauses and the Quotation comprise the entire agreement and understanding between the parties despite any prior correspondence, negotiations or discussions. If there is any inconsistency, the Quotation prevails, but only to the extent of the inconsistency.

34.0 Contact:

34.1: Corton Audio offer many convenient ways of contacting us and doing business with us at Corton Audio. You may contact us via the following:

34.2 Email:

enquiries@cortonaudio.com General Enquiries

brad@cortonaudio.com Manager Direct

accounts@cortonaudio.com Account/invoice related.

34.3 Phone: 0488 777 649

34.4 Facebook: www.facebook.com/cortonaudio

34.5 Website: www.cortonaudio.com



Corton Audio

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**HIRE/BOOKING/EVENT/SERVICES – TERMS & CONDITIONS
SERVICE & ENGAGEMENT CONTRACT**

Client/hirer confirmation, agreement and acceptance details:

Purchaser/Client Personal Details:			
Given Name:		Surname:	
Business/Company:		ABN:	
Contact Number:		Mobile:	
Address:			
City:		State:	
Postcode:			
Email Address:			

Credit Card Details: (VISA & MASTERCARD Accepted)

Your card details will be charged for any damage to items, property, lost or stolen goods or for replacement purposes (or services/invoice payment as required). By signing below you consent to allowing us to debit your account to cover Our loss, damages or additional event costing this includes the Total Invoice amount if it is not paid for by You.

Name on card:			
Card number:			
CVV (last three digits on rear of card):		Expiry Date:	/ /
Card Type:	VISA, MasterCard etc.		

Please note: If no credit card details have been provided above, Corton Audio will process appropriate tax invoice/s & account/s for all outstanding costs and all invoices/statements will be sent to you to cover any damages, outstanding costs, invoice totals or stolen goods.

Purchaser/client signature and acceptance:

(Accepting all booking terms, conditions and clauses if others means of acceptance (i.e.: purchase order) is not applicable or not received).

Signature:		Date:	/ /
Print Name:			

---- Corton Audio Manager to complete the below section to form final agreement: ----

Corton Audio signature and acceptance:

(Accepting all booking terms, conditions and clauses if others means of acceptance (i.e.: purchase order) is not applicable or not received).

Signature:		Date:	/ /
Print Name:		Position:	
Storage #:		File #:	

Once signed all parties enter into an agreed contract for the period of the booking, hire or engagement of services.

This page, within this document, contains sensitive data when completed.

Store in compliance with the Corton Audio Privacy & Security Policy.