

TERMS AND CONDITIONS

1. Performance / Job

The Artist/ Contractor:

- a) agrees to carry out the Performance / Job, to the reasonable satisfaction of MBRIT subject to and in accordance with the terms and conditions of this Contract and any applicable legislation including that relating to workplace health and safety;
- b) warrants that the equipment used by them for the Performance / Job is in good, safe working order, and fit for its purpose; and
- c) will comply with all reasonable directions of MBRIT, and agrees not to subcontract any part of the Performance / Job unless otherwise discussed and/or negotiated.

2. Payment

- a) The Artist/Contractor agrees that their fee is inclusive of all expenses (including but not limited to) travelling expenses to and from the venue and covers any payments whatsoever due to other members of the band (if any).
- b) MBRIT will pay the Artist/Contractor for the Performance / Job in accordance with this Contract. The amount due will be adjusted for any variation directed by MBRIT and carried out by the Artist/Contractor.
- c) If GST is imposed on any supply made under this Contract, the Artist/Contractor is responsible for any payment imposed on any taxable supply. GST has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999*.
- d) Payment of invoices may take up to 60 days post event unless otherwise agreed. Acceptance of this job reflects an acceptance of the payment terms.

3. Artistic Control

The Artist/Contractor acknowledges that their Performance / Job is to be family friendly and not include, in MBRIT's opinion, any material that may cause offence. The Artist/Contractor must comply with all reasonable directions from MBRIT including, but not limited to, directions relating to noise level, project scope, job brief etc.

4. Copyright Infringement

The Artist/Contractor/Contractor represents and warrants that they are familiar with the copyright laws of Australia as applicable to the Performance / Job, and that they will not infringe such copyright laws in any way for the Performance / Job.

5. Promotion

- a) MBRIT will be entitled to advertise and promote the Performance / Job of the Artist/Contractor and the Artist/ Contractor acknowledges that MBRIT will rely on the timely and correct provision of names, bios, images etc from the Artist/Contractor for all such promotions and advertising.
- b) The Artist/Contractor acknowledges and agrees that MBRIT may use their name, photographs, likeness and any other promotional materials in all of such promotions, advertising or other activities used to increase attendance at the Performance / Job.

6. Consent & Release

- a) The Artist/Contractor consents to their interview(s), photography, videotaping and their subsequent release, publication, exhibition, or reproduction to be used for public relations, news articles, telecasts, education, advertising, research, inclusion on MBRIT's website, fundraising, or for any other purpose MBRIT at its discretion may utilise.
- b) The Artist/Contractor releases MBRIT, its officers, employees, contractors and agents from any liability connected with the taking, recording, or publication of such interviews, photographs, slides, computer images, videotapes, sound recordings, or other such media.
- c) The Artist/Contractor waives all rights they may have to any claims for payment or royalties in connection with any exhibition, televising, or other publication of these materials, regardless of the purpose or sponsoring of such exhibiting, broadcasting, or other publication irrespective of whether a fee for admission or film rental is charged.
- d) The Artist/Contractor also waives any right to inspect or approve any photo, video, or film taken by MBRIT or the person or entity designated by it. The Artist/Contractor consents to such uses which may otherwise constitute an infringement of any moral rights.
- e) The Artist/Contractor releases and discharges MBRIT from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form whether intentional or otherwise, that may occur or be produced in the taking of pictures, or in any processing toward the completion of the finished product.
- f) All negatives and positives, whether prints, video, film, or sound recording are the property of MBRIT or the person or entity designated by it, solely and completely.

7. Damage and Site Cleaning

The Artist/Contractor is responsible and liable for:

- a) any damage to MBRIT's property caused by the Artist/Contractor, or by the Artist/Contractor's employees or agents;
- b) security of the Artist/Contractor's equipment; and
- c) keeping the Performance / Job area clean and tidy.

MBRIT will provide the Artist/Contractor and their employees or agents with reasonable access to the venue before the Performance / Job to load in, set up, do sound checks and load out after the Performance / Job.

8. Delay or Cancellation

Neither MBRIT nor the Artist/Contractor will be deemed to be in breach of this Contract (or liable for damages) if fulfilling the obligations required by this Contract is delayed or becomes impossible because of any act of God, war, earthquake, fire, strike, documented sickness, accident, civil commotion, epidemic, pandemic, act of government, its agencies or officers, or any other legitimate cause beyond the control of the parties.

Should a cancellation of the event occur:

Artist (Stage & Roving Entertainment, Workshops)

Where the Artist has been booked and the booking is cancelled due to any reasons by MBRIT or due to weather conditions the following will occur:

- If cancellation is made on the day of the event/booking, a cancellation of 50% of the fee is payable.
- If cancellation is made 24 hours prior to the event/booking, a cancellation of 25% of the fee is payable.
- If cancellation is made outside of 24 hours prior to the event/booking, no monies are payable.

9. Insurance

The Artist/Contractor will effect and maintain until the end of the completion of the Performance / Job, the following insurances:

- a) workers' compensation or like insurance required by law for the Artist/Contractor's employees and deemed employees;
- b) public liability insurance with MBRIT listed as an interested party for not less than \$10,000,000; and
- c) personal accident and disability insurance for the Artist/Contractor affording cover at least equivalent to that afforded to an employee by a policy of the type referred to within clause 9(a).

Whenever requested by MBRIT, the Artist/Contractor will provide satisfactory evidence that the applicable insurances are in place and maintained.

The Artist/Contractor should also effect and maintain insurance to cover any loss, damage or theft of equipment belonging to the Artist/Contractor, as MBRIT will not be held liable for such events.

10. COVID-19

Due to the current COVID-19 pandemic being experienced in Australia and throughout the world, the Queensland State Government has developed a COVIDSafe Event framework to manage the risks associated with the potential transmission of COVID-19. In order for an event to go ahead, this framework must be submitted by MBRIT and be approved by the appropriate authority.

By signing this contract and confirming participation at an MBRIT event, the artist/contractor acknowledges that they are responsible for and agree to follow the COVIDSafe event guidelines implemented and instructed for any given event, as well as any individual framework specifically pertaining to the artist/contractor and the key public health principles set out by the Queensland Government.

11. Indemnity

11.1 Subject to clause 10.2, the Artist/Contractor agrees to indemnify and keep indemnified MBRIT, its employees, agents or contractors and each of them, from and against:

- a) all loss, damage or injury which may arise and
- b) all actions, costs, claims, charges and expenses whatsoever which may be brought or made or claimed against MBRIT, to the extent caused by the wilful or negligent actions or omissions of its employees, agents or contractors in the Performance / Job of its obligations under the provisions of this Agreement.

11.2 In no event will the Artist/Contractor or MBRIT be liable to the other party, its employees, agents or contractors for any loss or other damage to revenue, profits or goodwill or other special, incidental, indirect or consequential damages of any kind, resulting from a party's Performance / Job or failure to perform pursuant to the provisions of this Agreement.

12. Breach by the Artist/Contractor

The Artist/Contractor is in breach of this Contract if the Artist/Contractor:

- a) fails to comply with the terms of this Contract;
- b) becomes insolvent or bankrupt or makes an assignment of the Artist/Contractor's estate for the benefit of creditors;
- c) makes an arrangement or composition with creditors;
- d) being a company, goes into liquidation or voluntary administration; and
- e) fails to comply with any applicable legislation, including that relating to workplace health and safety or the environment.

13. Termination

If the Artist/Contractor is in breach, then without prejudice to any other rights or remedies, if the breach is not remedied (if capable of being remedied) within two (2) days of receipt of a written notice by MBRIT to rectify the breach, MBRIT may terminate this Contract.

14. General

- a) This Contract must be read and construed according to the laws of the State of Queensland, and the parties submit to the jurisdiction of that State.
- b) This Contract may not be varied except in writing and signed by both parties.
- c) The parties to this Contract are acting as independent contractors and not as agents, employees or partners of the other.
- d) Headings used in this Contract are for ease of reference only and do not alter the content of the Contract in any way.
- e) If any provision of this Contract is held by a court to be unlawful, invalid, unenforceable or in conflict with any rule or law, statute, ordinance or regulation it is to be severed so that the validity and enforceability of the remaining provisions are not affected.