

SHOCK THERAPY ARTS

TERMS AND CONDITIONS



1. BINDING AGREEMENT

- 1.1. This is a legally binding agreement between you and **SHOCK THERAPY ARTS LTD (ABN 36 632 977 327)** ("Shock Therapy Arts") which sets out the terms and conditions upon which Shock Therapy Arts shall supply the services ("Services").
- 1.2. By submitting your Booking, you acknowledge that a legally binding agreement has formed between your school and Shock Therapy Arts ("Agreement").
- 1.3. Shock Therapy Arts has agreed to provide the Services to you, and you agree to accept that appointment on the terms and conditions set out in this Agreement.

2. OBLIGATIONS OF SHOCK THERAPY ARTS. SHOCK THERAPY ARTS MUST:

- 2.1. provide the Services with a high degree of diligence, quality and efficiency, devote its time, attention and skill to the performance of the Services;
- 2.2. whilst so providing the Services, remain an independent contractor at all times and, as such:
 - (a) assume full responsibility for their acts and omissions; and
 - (b) be solely responsible for any payments in respect of any employment benefits payable, including any sick leave, long service leave, superannuation, workers' compensation, accident, sickness and life insurance; and
 - (c) provide all necessary tools to carry out the Services; and
- 2.3. whilst so providing the Services, provide prompt and full information regarding the performance of the Services.

3. YOUR OBLIGATIONS

- 3.1. You agree to provide sufficient details, material and information ("Client Materials") to Shock Therapy Arts as reasonably requested to allow them to carry out the Services.
- 3.2. You agree to supply the Client Materials to Shock Therapy Arts within a reasonable time frame after execution of this Agreement, or after request from Shock Therapy Arts.
- 3.3. You agree and acknowledge that any delay caused by failing to provide the Client Materials to Shock Therapy Arts may cause delay to the provision of Services. Further, you agree that Shock Therapy Arts shall not be liable for any delay to provision of the Services caused by the failure to provide the Client Materials in a timely manner.
- 3.4. Performances and workshops are solely for the school making the booking, and other schools are not permitted to attend without the written consent of Shock Therapy Arts.

4. SERVICES

- 4.1. Shock Therapy Arts warrants that as at the date of this Agreement and during the Term:
- (a) the Services will be performed:
 - (i) with due care and skill in as competent and professional manner as reasonably possible;
 - (ii) in accordance with generally applicable industry standards;
 - (iii) in accordance with the lawful directions and specifications of you from time to time; and
 - (iv) in accordance with all applicable laws and regulations.

5. BOOKING

- 5.1. Upon completing your Booking, a confirmation letter including the time and date of the performance/s will be sent to you. Approaching your performance/s date, you will be sent a Teachers Resource Kit containing supplementary materials.

6. PAYMENTS

- 6.1. Following the performance/s, you will be issued with a tax invoice.
- 6.2. Invoices must be paid to Shock Therapy Arts in full on or before the date that is seven (7) business days after receipt of the relevant invoice.
- 6.3. If alternative payment terms are reasonably required, please contact Hayden or Sam at admin@shocktherapyarts.com.au.

7. PERFORMANCE FEES

- 7.1. The Standard Performance Fee is \$1,400.00 (plus GST) capped at five hundred (500) students.

8. WORKSHOP PRICE

- 8.1. The Workshop Price shall be \$400.00 (plus GST) for up to 90 minutes with one (1) or two (2) facilitators for up to forty (40) students. Additional time, facilitators (in excess of two (2)), and student numbers are available at an additional cost.

9. DELAY AND FORCE MAJEURE

- 9.1. Shock Therapy Arts shall not be responsible for Services not completed due to delays caused by you and/or your staff.
- 9.2. If you or other recipients of the Services are late, Shock Therapy Arts shall not be responsible for completing the Services for the recipients who are running late.
- 9.3. In the event of fire, accident, flood, pandemic, act of God, or other causes beyond the parties' control that prevent performance of the services, the parties release each other from the terms and obligations described here and from damages resulting from non-performance. In no event shall either party be liable for lost profits, sales, or any incidental, consequential, punitive or special damages arising from any breach of this Agreement.
- 9.4. In the event of any Force Majeure event causing the cancellation of the Services, you may re-schedule the Services, however such rescheduled date must be within twelve (12) months of the original Service provision date.

10. LIMITATION OF LIABILITY

- 10.1. Except as provided for in this Agreement, Shock Therapy Arts makes no representation of any kind, express or implied with respect to the delivery of the Services.
- 10.2. To the extent that any warranty is made, the sole and exclusive remedy for breach of any warranty is that Shock Therapy Arts re-provide the Service(s).
- 10.3. You agree to indemnify, defend and hold harmless Shock Therapy Arts, its related entities, shareholders, agents, affiliates, employees, directors and officers, from any and all liability, claim, loss damage, demand or expense (including reasonable legal costs) asserted by any third party due to, arising from, or in connection with any breach by either party of the terms of this Agreement. This includes, without limitation, any representation or warranty contained herein, any fraudulent conduct committed or negligence by either party, all liabilities related to the Services, any investigation or government claim, and/or any intellectual property claims associated with any and all copy and images supplied by either Party and its associated use thereof.
- 10.4. No action arising under or relating to this Agreement, regardless of its form, may be brought by either Party more than six (6) months after the cause of action has accrued and in any event, no later than six (6) months after the termination of this Agreement, except for an action for non-payment brought by Shock Therapy Arts.
- 10.5. Shock Therapy Arts shall bear no liability whatsoever under or in any way related to this Agreement for any loss, loss of profit, or revenue or for any consequential, indirect, incidental, or exemplary damages.

11. CANCELLATION POLICY

- 11.1. In the event that the performance needs to be rescheduled by you, Shock Therapy Arts requires a minimum of fourteen (14) days notification before the original scheduled performance date.
- 11.2. In the event that the performance needs to be cancelled by you, Shock Therapy Arts requires a minimum of twenty eight (28) days notification before the original scheduled performance date.
- 11.3. In the event that a reschedule cannot be organised, or the performance needs to be cancelled, the following cancellation fees are payable by you:
 - (a) Fifty percent (50%) of the Standard Performance Fee if a performance is cancelled within fourteen (14) to twenty eight (28) days of the original scheduled performance date; or
 - (b) The full Standard Performance Fee if a performance is cancelled less than fourteen (14) days prior to the original scheduled performance date.

12. INSURANCE

Shock Therapy Arts carries full public liability insurance. For a copy of our insurance policy please contact Hayden or Sam at admin@shocktherapyarts.com.au.

13. BLUE CARDS

All members of Shock Therapy Arts carry current Blue Cards and have extensive experience working with children. For a copy of Blue Card numbers please contact Hayden or Sam at admin@shocktherapyarts.com.au.

14. PERSONAL INFORMATION

Any personal information you disclose will be kept strictly confidential, with the exception of information that may be used for marketing purposes. Shock Therapy Arts will not disclose personal identification or contact information to any unauthorised third parties without prior consent.

15. ACCURACY AND CORRECTIONS

All information contained on these pages was true and correct at the time of upload or print. Shock Therapy Arts reserves the right to adapt or alter any information (including price lists) at any time without notice.

16. THIS AGREEMENT

- 16.1. This Agreement shall be subject to the laws of the Queensland, and the parties irrevocably submit to the non-exclusive jurisdiction of the Courts of Queensland.
- 16.2. Any provision of, or the application of any provision of, this Agreement which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.
- 16.3. Any provision of, or the application of any provision of, this Agreement which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.
- 16.4. If a clause is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this Agreement.
- 16.5. The failure of either party at any time to require performance by the other party of any provision of this Agreement does not affect the party's right to require the performance at any time.
- 16.6. The waiver by either party of a breach of any provision must not be held to be a waiver of any succeeding breach of the provision or a waiver of the provision itself.
- 16.7. This Agreement supersedes all previous agreements, arrangements, understandings, representations or any other communication in respect of the subject matter of this Agreement and embodies the entire agreement between the parties.
- 16.8. This Agreement may not be changed or modified in any way subsequent to its execution except in writing signed by the parties.
- 16.9. In this Agreement, headings are for convenience only and do not affect the interpretation of this Agreement and, unless the context otherwise requires:
 - (a) words importing the singular include the plural and vice versa;
 - (b) words with a capital letter where defined in this Agreement have that meaning;
 - (c) words importing a gender include any gender;
 - (d) other parts of speech and grammatical forms of a word or phrase defined in this Agreement have a corresponding meaning;
 - (e) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and vice versa;
 - (f) a reference to anything (including, but not limited to, any right) includes a part of that thing;
 - (g) a reference to a party in a document includes that party's successors and permitted assigns;
 - (h) a reference to a statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing it, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
 - (i) a reference to a document or agreement includes all amendments or supplements to, or replacements or novations of, that document or agreement.
- 16.10. You agree to indemnify Shock Therapy Arts against any or all taxation liability arising from this Agreement or Services provided to you.
- 16.11. The foregoing provisions of this Agreement apply except as otherwise agreed in writing between you on the one hand and Shock Therapy Arts on the other.

17. COPYRIGHT

- 17.1 This website is protected by Australian copyright law. Except as permitted by the copyright law applicable to you, you may not reproduce or communicate any of the content on this website without permission of the copyright owner.
- 17.2 Filming of the performance is strictly prohibited. If you require access to a recording, please contact education@shocktherapyarts.com.au for access to our Live Online Digital Library.

If you have any questions, please do not hesitate to contact Hayden or Sam at admin@shocktherapyarts.com.au.