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appropriate**

# DJs of Distinction

Melbourne based, serving customers Victoria wide

Information package

July 1—December 28 2012

**Impeccably attired, music savvy corporate and wedding DJs**

*'A totally unique approach to supplying DJs for your most important occasions, with a focus on quality and outcome for your event. Breaking down traditional stereotypes. DJs of Distinction, as its name suggests, delivers a quality performance each and every time'*

**Phone 1300 768 935**

**www.djsofdaydistinction.com.au**

**info@djsofdaydistinction.com.au**

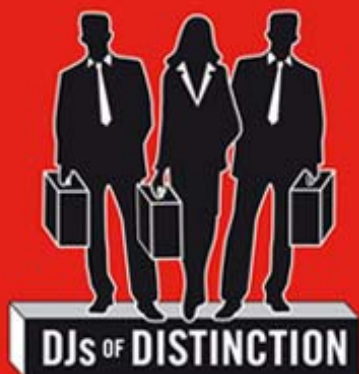
Information correct at July 1st, 2012

This document expires 4pm Friday December 28, 2012

*Prices herein are not applicable for functions held on*

*Dec 24,25,26, New Year's Eve and February 14th 2013*

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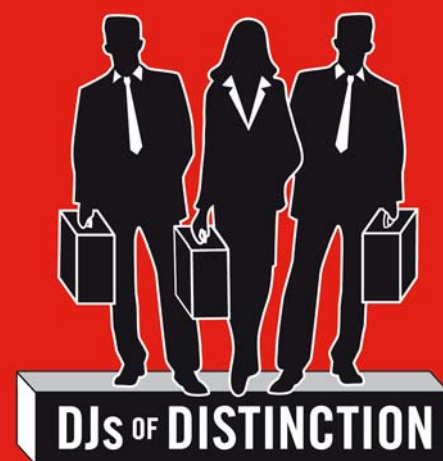
*Passionate about MUSIC*  
*Passionate about your EVENT*

**IMPECCABLY ATTIRED, MUSIC SAVVY, WEDDING AND EVENT DJs**

# DJs of Distinction

*Thank you for considering us for your special event.*

In this electronic brochure you'll find everything you will need to make a decision about which kind of DJ package best suits your needs. We've tried to cover as many kinds of client requirements as possible, but please don't hesitate to call or email us if you want to discuss your specific requirements.



Phone 1300 768 935—[info@djsfordistinction.com.au](mailto:info@djsfordistinction.com.au)

DJs of Distinction is a Premium Grade supplier of DJ talent to clients and organisations of all kinds. We're not the kind of company who sends out a randomly chosen DJ from a pool, nor do we try to pass off DJs who are still learning their craft as fully-fledged professionals.

We work tirelessly to breakdown the traditional stereotypes associated with hiring a DJ and so we only hire talented, music and event-savvy individuals who strive for excellence.

Our equipment is modern and we're constantly updating so as to keep at the leading edge of technology. We have an extensive music library which all of our DJs can draw upon so they can deliver the style of music you desire.

While not considered 'cheap', our packages do represent excellent value for money—especially when you consider the individual and collective experience that you tap when you hire one of our DJs for your next event.

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# DJs of Distinction

## Package Pricing

## DJ Packages

### Basic DJ Package

Entertains up to 150 guests (Subject to venue size)

*Ideal for small to medium occasions hosted in restaurants, cafes, small to medium reception centres, house and garage parties and some marquees*

#### Features:

Dual CD variable speed DJ system with

600 Watt sound system

Floor level bass speakers and/or active sub-woofer \*

Treble speakers on stands

Standard lighting arrangements appropriate for the occasion  
(Typically 1-2 special effects and 1-2 static light arrangements)

Professional DJ

Wireless microphone for formalities

Up to 5 hours function time

**Package price \$595.00 Incl GST**

### Deluxe DJ Package

Entertains up to 500 guests (Subject to venue size)

*Ideal for medium to large sized occasions in reception centres, large halls, larger marquees, ballrooms and hotels*

#### Features:

Dual CD variable speed DJ system with

2000 Watt sound system

Floor level bass speakers and/or active sub-woofer \*

Treble speakers on stands

Standard lighting arrangements appropriate for the occasion  
(Typically 2-3 special effects and 1-3 static light arrangements)

Professional DJ (DJ can also do basic MC duties)

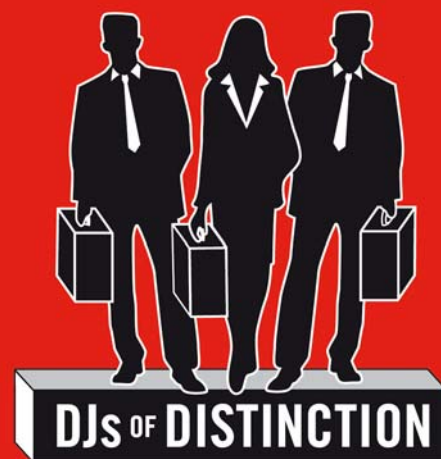
Wireless microphone for formalities

Up to 5 hours function time

**Package price \$795.00 Incl GST**

All package pricing is subject to simple access, ground-level load-in with **minimum 2 hour guaranteed prior-access time**. Additional fees may apply for difficult to access venues, upstairs venues without lifts, venues more than 40km from CBD over-road or where very short setup and/or take-down time windows are specified

\* Speaker requirements are determined on a case-by case basis depending on location and sound requirements for each function.



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# DJs of Distinction

## Package Pricing

### DJ and Live Entertainment combination packages

Add an extra element of elegance to your occasion by combining

#### Platinum packages

Entertains up to 150 guests (Basic DJ package)  
or up to 500 guests (Deluxe DJ package)  
(Subject to venue size)

The Platinum package combines a one hour performance of one of the following:

- A Solo Pianist or a Solo Harpist (Choice of either)
- A string quartet
- A two or three-piece Jazz band
- An instrumental Latin three-piece band

With one of our DJ packages

The Live entertainment is perfect for your pre-dinner drinks or for your ceremony. Both forms of entertainment need not be at the same location making this package extremely flexible and great value for money.

#### Platinum package featuring a Solo Pianist\* or Solo Harpist:

With Basic DJ package—\$990.00 inc GST

With Deluxe DJ package—\$1100.00 inc GST

#### Platinum package featuring a String Quartet:

With Basic DJ package—\$1300.00 inc GST

With Deluxe DJ package—\$1450.00 inc GST

#### Platinum package featuring a Jazz Band :

With Basic DJ package—\$1400.00 inc GST

With Deluxe DJ package—\$1600.00 inc GST

#### Platinum package featuring a Latin Band:

With Basic DJ package—\$1500.00 inc GST

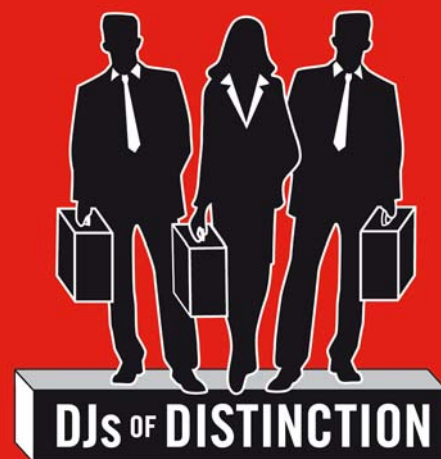
With Deluxe DJ package—\$1700.00 inc GST

#### Other live performance options are available as well as extended performance times

*Please enquire with our office for available live acts and performance configurations*

*Platinum Package live entertainment provided by Music for the Masses—[www.18004music.com](http://www.18004music.com)*

*\* Keyboard and amplified speaker will be supplied for venues where no in-place piano exists*



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# DJs of Distinction

## Package Pricing

## Themed Packages

### 80s themed package

Celebrate your next event with all things daggy! Taking the best (Or the worst depending on your point of view) of all things 80s and rolling them into one package, DJs of Distinction offers this ultimate 80s night.

*Suitable for almost every occasion the 80's themed package entertains up to 200 guests.*

#### Features:

- DJs of Distinction Basic DJ package
- One hour of 80s trivia
- Music Videos on the projection screen

Much more than someone simply playing 80s songs all night, the 80s themed package is totally interactive, totally daggy and totally fun!

Start your event with our 80s montage on the big screen—exclusive to DJs of Distinction our 80's montage is a bit like channel-surfing your way through the 80s—re live all those moments from film and TV, with video-bites of classic (And some not-so classic) TV shows, movies and advertisements from the 80s, all the while our DJ plays the classic 80s tunes. How many of the clips do you remember?

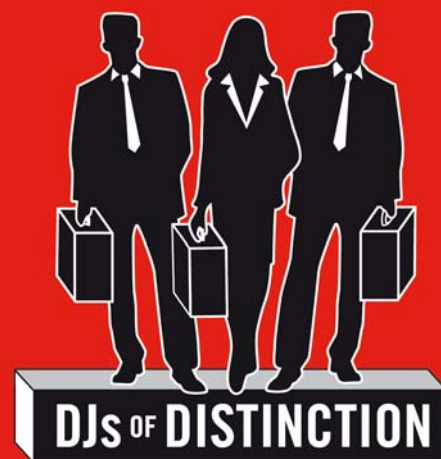
*(Approx 1 hr)*

Then we move into the 80s trivia with our trivia host—making full use of the sound and vision we provide our 80's trivia is much more than a person standing there asking questions: we've got sound bites and video clips for more than half of the questions. Played as either a teams or individual event the trivia portion will test your memory of events past. *(Approx 1 hr)*

Finally we move into the DJ and VJ part of the event—playing approximately 50% of the night's music from video clips on the big screen, the party transforms into a trip down memory lane as you boogie the night away to the 80s classics. *(Approx 3 hr)*

The 80s package has specific floorspace and headroom clearance requirements which we will discuss with you when enquiring. We will supply two staff to run this package.

**Price commences at \$1100.00 inc GST and includes all equipment including video projector and screen, DJ and VJ equipment. Does not include prizes, giveaways and theme props.**



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# DJs of Distinction

## Package Pricing

### Bar and Bat Mitzvah package

#### How about a DJ of Distinction for your Bar and Bat Mitzvah - *Mazel Tov!*

If you're planning your Son's Bar Mitzvah or your Daughter's Bat Mitzvah no doubt you've considered the importance of the entertainment - the right mix of traditional music along with some music to keep the youngsters entertained.

Naturally you want the entertainment to include parents, aunts and uncles as well. Even the possibility of some line dancing and the ability to make requests?

What about other activities? Games and other entertainment? Should you simply have a "Disco" or should your event be a larger production?

DJs of Distinction can help with these and other questions when planning your event.

We can provide either our specialty Bar/Bat Mitzvah package or one of our standard DJ packages which of course provides music for all ages. Alternatively, with the assistance of our live music partners we can provide a lavish affair with many and varied entertainment options!

Consider the possibilities - You can have character actors greet your guests, roller skating waitresses taking your food and beverage orders, fire eaters, jugglers, clowns, face painters, impersonators, sing-a-longs, dance-a-longs, pinball machines, Karaoke and many many more kinds of entertainment, or you can simply choose one of our standard DJ packages and we'll stick to the tried and true DJ formula for all ages.

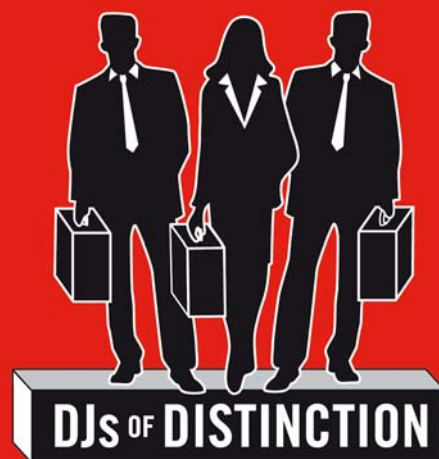
Our Comparers can conduct games (Please see the list at our website) and the DJ can spin the tunes, or feel free to take our game ideas and adapt them for your own use.

Our Bar and Bat Mitzvah specialty package include a DJ as well as dedicated compare / host to run the entire event as well as any games etc. The packages also include one glow product per attendee and props as necessary for the games we run. Prizes for games and other give-aways are not included.

#### DJs of distinction Bar and Bat Mitzvah specialty package is from **\$1100.00 incl GST**

**Includes: DJ package, 2 staff members (DJ and Dedicated MC/Host) and one glow product per attendee. Other options are available at additional cost, please enquire with us.**

For further details please contact our office so we may discuss the specifics of your upcoming event



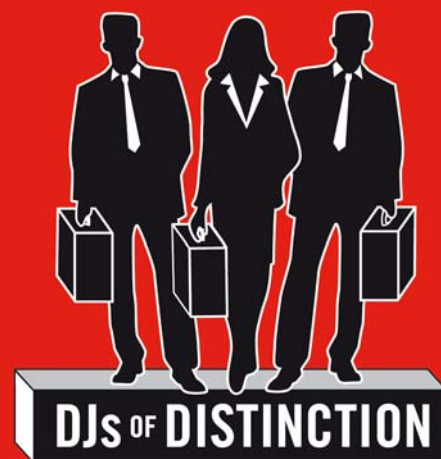
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# DJs of Distinction

Selected DJ Biographies



## Joe Becker



*Details supplied by DJ*

Name: Joe Becker

Function experience: Bar Mitzvahs, Kids Parties, Sporting club events, Weddings, corporate functions, 30<sup>th</sup>/40<sup>th</sup>/50<sup>th</sup>, Master of ceremonies, 18ths and 21sts, cafes, pubs and clubs



### DJs of Distinction recommendation:

Equally at home with a group of kids or a high-brow wedding, Joe brings a depth of knowledge of music as well and many years experience "At the coalface".

Joe is one of our most requested DJs and therefore can be booked out well in advance

Confident with a microphone without seeking to be the centre of attention, Joe is as accomplished speaking in front of a group as he is entertaining them.



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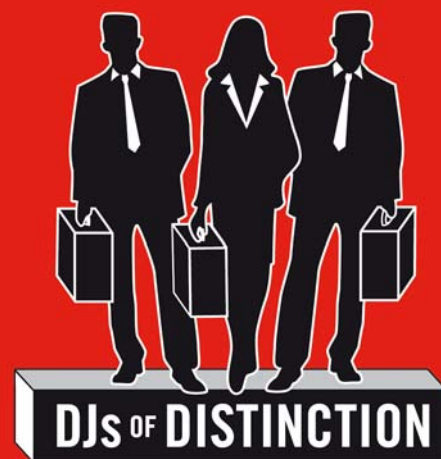
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# DJs of Distinction

Selected DJ Biographies

## Ivan and Rhonda



Details supplied by DJs

Name: Ivan and Rhonda

Function experience: sporting club events  
weddings, corporate functions, 30<sup>th</sup>/40<sup>th</sup>/50<sup>th</sup>, Master  
of Ceremonies, 18ths and 21sts, cafes, pubs and  
clubs

### DJs of Distinction recommendation:

Ivan is a singer / guitarist / Entertainer bringing with him the ability to entertain a crowd.

Having two DJs is a definite bonus when it comes to getting the crowd dancing.

Best known for their crowd involvement routines including (But not limited to) Their "YMCA" routine as well as other well known singers such as Elvis, Ivan isn't your 'wallflower' kind of DJ, complete with props Ivan will get the crowd dancing along with all the party favourite tracks

Ivan has been in the entertainment industry for 20years, Including :  
Singer /guitarist in a rock band, M.C.  
Actor in a Television series, host of CH 31 shows,  
Theatre actor.

Rhonda brings with her a knowledge of all musical styles including 1940`s to Now.

"Queen" said it best" We Will Rock You"

Typically Ivan and Rhonda are a 2 DJ team  
(Same price—2 DJs)

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# DJs of Distinction

## Selected DJ Biographies

### Paul



*Details supplied by DJ*

Name: Paul Keutmann

Paul started playing music at the age of 5 and has never been without music in his life since.

First trumpet then piano, guitar, bass and for the last few years he has been giving the drums a go.

It was while he was studying Jazz music as a vocalist in 2000 that Paul decided to learn the art of DJ ing not only because he could make use of his enormous and diverse music collection but also learn to play music from another perspective.

It was cassette tapes and vinyl in the 80's, CD's in the 90's and now in the new millennium Paul has got terabytes of hard disk space filled with music from the classical trills of Hildagard von Bingen to the wall shaking boom of Pendulum Drum and Bass.

Paul can cater for a diverse range of age and genre and knows that family get togethers and weddings require a sensitive ear over dinner and the right tunes to get Grandma and Grandpa on the dance floor.

He also knows how much fun can be had with some funky phat electro house tunes, breaks and trance from many hours spent on the dance floor sweating and earning his two step stripes.

Paul has eclectic tastes as well as a good commercial sensibility and with over 80,000 tracks at his fingertips would be more than happy to mix up a good party.

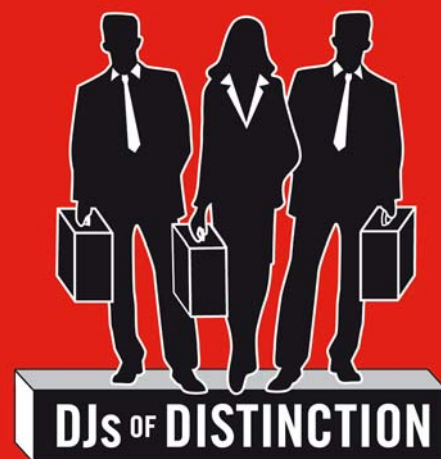
So if you like Jazz, Rock, Metal, Alternative, Blues, House, Trance, Breaks, Latin, World Music, Folk, R&B or Hip Hop then Paul is sure to have at least some of the track you know and love.

And if he doesn't have your specific music selection he is more than happy to try and get those tracks for your event.

### DJs of Distinction recommendation:

We find Paul to be a very well presented, well spoken performer who always puts the customer first. His music knowledge and ability to read the crowd will ensure you and your customers have an excellent party. Paul is equally comfortable with younger groups as he is with more mature audiences.

*Paul's availability is limited to weekends only, and due to his popularity is often booked well ahead of function date, therefore please enquire early as to availability.*



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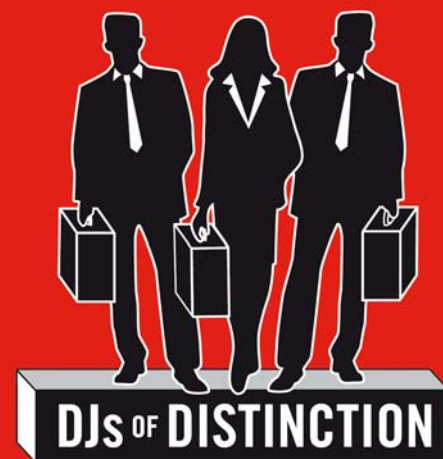
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# DJs of Distinction

## Selected DJ Biographies

### Petar



*Details supplied by DJ*

Name: Petar Tolich

Brief resume of experience includes:

May 1997—Current: Odeon Southbank Pty. Ltd.  
(Operating as Club Odeon, Level 3, Crown Casino, Nightclub)  
Resident Main Room DJ 3 nights / week

Melbourne Lion Hotel (Melbourne Central)  
2008-current  
Saturday night main room DJ

Prior to 1997 Nightclubs:

Silvers (now Toorak Lion) Resident DJ 5 nights per week  
Club Chevron Resident DJ 5 nights per week  
The Metro Niteclub Resident DJ - 3 nights per week  
The Ivy (formerly Madisons) Resident DJ - 3 nights per week  
Inflation Resident DJ - 5 nights per week  
The Melbourne Underground Resident DJ - 5 nights per week  
The Grainstore Tavern Resident DJ - 2 nights per week  
Babes Resident DJ - 4 nights per week  
Shackles Resident DJ 4 nights per week

Radio:

Gold FM Nightclub Reporter weekly  
3RRR FM On-air Announcer various shifts  
3XY Nightclub Reporter weekly  
3DB Nightclub Reporter - weekly  
Virgin Megastore In-house Radio Announcer - weekly  
Radio 1611 (Community radio station playing 80s, 90s and now music)

Television and Feature Films:

GMV6 Newsreader/Reporter/Booth Announcer 5 nights per week  
ABC TV TV Host/Interviewer 5 nights per week  
Various dialogue roles including Neighbours, Prisoner, The Sullivans  
A Thousand Skies, An American In Paris, Annies Coming Out

### **DJs of Distinction recommendation:**

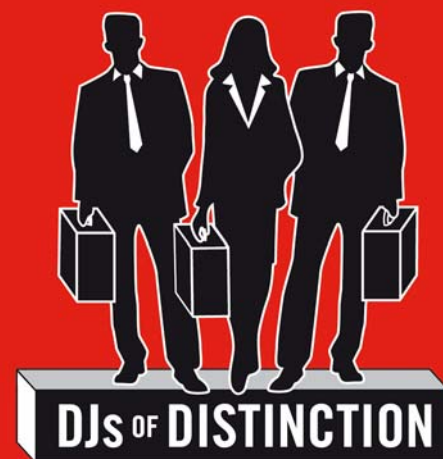
Petar is very atypical for a DJ with nightclub pedigree, in that he's very down to earth and customer focussed. Musically he's adaptable from retro and party favourites to today's nightclub hits. Easy to work with and willing to please the crowd we find Petar an excellent all round DJ

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# DJs of Distinction



## Client case studies

How we've helped different kinds of clients with their events

**Client:** Melbourne Party! Magazine / Peter Jones Special Events  
**Event:** Magazine Launch Party  
**Venue:** No. 12 Elizabeth Street Kensington

**Brief:** Provide entertainment for launch party for the new Melbourne Party! Magazine

Over two areas incorporating pre-event arrivals cocktails with a Jazz feel then in the main area provide a party atmosphere for the launch itself.

**Our solution:** We supplied two separate DJ consoles, one for each area. The pre-event area we supplied a DJ with an emphasis on Jazz and chill-out styles, and in the main room we provided a solution allowing a wide range of party music to be played.

Additionally we provided some pre-event studio recording and editing time to produce a "Party megamix" for the commencement of the night's events.

This event was a multi-vendor solution including lighting and sound from Premier lighting, Co-ordination by Peter Jones Special Events, Catering by Artistic and others.



**Client:** ISES (International Special Events Society)  
**Event:** Christmas cocktail party  
**Venue:** Naval and Military Club, Melbourne

**Brief:** ISES is an industry body encompassing representatives from a broad spectrum of the events industry. The Annual Christmas cocktail party is an opportunity for industry people to mingle, let their hair down and relax.

Our brief was to provide music for the event that was smart, jazzy but not intrusive, so people could carry on conversation. Our equipment also had to allow presentation of formalities and door prizes.

**Our solution:** Our Basic package was the ideal choice for this event, simple yet powerful enough for the space provided.

DJ Paul was the logical choice as the DJ with his knowledge of all things Jazzy.

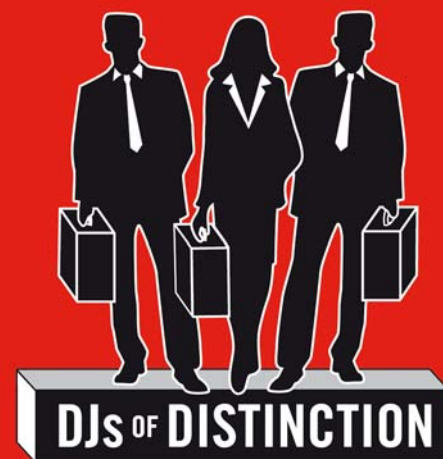
Client thank-you letter (on file at our office) makes particular note of the fact that the DJ's choice of music was ideal for the crowd and that the sound always maintained an appropriate level throughout the function.

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# DJs of Distinction



## Client case studies

How we've helped different kinds of clients with their events

**Client:** Red Scooter for private client  
**Event:** 40th Birthday party—80s themed

**Brief:** Strong emphasis on the 1980s in both look and sound. Venue supplied theming while we were asked to provide the balance.

**Our solution:** Our 80s themed night was the ideal choice for this client—we provided a complete VJ solution including two projection screens, music videos, and our “80s montage”. We provided an 80s trivia and games block lasting just over an hour, rounding the night out with 80's video clips and music.

Additionally we supplied an Atari 2600 and a “pong” TV along with TVs to fill out one corner of the room ensuring all areas had some activity throughout the night



**Client:** Bob Jane Corporation  
**Event:** Christmas dinner-dance  
**Venue:** RACV Club Melbourne

**Brief:** Having experienced less than ideal entertainment in the past, Bob Jane corporation turned to DJs of Distinction for a Christmas party with that “Wow” factor

**Our solution:** We supplied a combined VJ and DJ package with strong emphasis on a retro-theme. While not specifically a retro night unto itself the ages of the attendees lent itself toward a party atmosphere from yesteryear



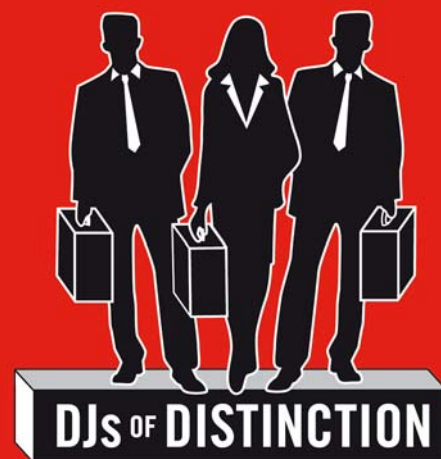
We also supplied numerous glow items including flashing broaches, glow sticks etc.

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# DJs of Distinction



## Client case studies

How we've helped different kinds of clients with their events

**Client:** Our Lady of Mercy College

**Event:** Annual "Disco" day for approx 1,000 students

**Brief:** Girls college with approx 1,000 students. Once a year the school hosts an activities day culminating in an afternoon disco in the school gymnasium. A very large space to fill with sound, and with a demanding client. (As you'd expect 1000 girls to be!)

**Our solution:** Dual PA system with over 2000 watts continuous sound power into eight speakers. Numerous overhead and upright lights, intelligent and static.

Computerised DJ console ensured we had all the current and retro tracks at the touch of a button. Consultation with client beforehand ensured we had the right DJ for the age group with experienced backup crew on site to ensure all went smoothly



**Client:** Red Scooter—Carenet

**Event:** Fundraiser—Fashion parade

**Venue:** Red Scooter

**Brief:** In support of a large fundraising event, Carenet staged a fashion parade with a celebrity MC.

**Our solution:** We supplied the Audio and video support for the event, the client provided some pre-programmed audio for the fashion parade while we supplied the balance of the music for the event itself.

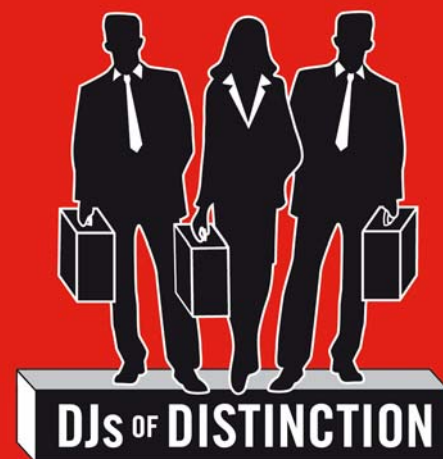
Our video projector and screen were setup at the end of the catwalk and used to promote the venue and the sponsors of the event before and after the fashion parade.

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# DJs of Distinction



## Client case studies

How we've helped different kinds of clients with their events

**Client:** Private Client  
**Event:** Bar Mitzvah  
**Venue:** Nine Darling Street

**Brief:** A mix of both formal and informal, this Bar Mitzvah client requested a video and audio solution that could cater for all ages.

**Our solution:** We supplied a video projection solution that allowed one operator to do both the video and traditional DJ functions in a small space, by utilising a "Short throw" projector and low-rise rear-projection screen

The DJ used a computerised console so as to be able to play a broad variety of music at the same time as be able to operate two systems.



**Client:** Private Client  
**Event:** Wedding reception  
**Venue:** The Willows, St Kilda Rd

**Brief:** High-brow wedding reception, with an audience of music savvy guests. The client chose to open their reception with a three piece jazz ensemble then to move over to a DJ package after dinner.

The venue has quite strict sound limits and the entertainers needed to be sensitive to these requirements while still being able to entertain the group.

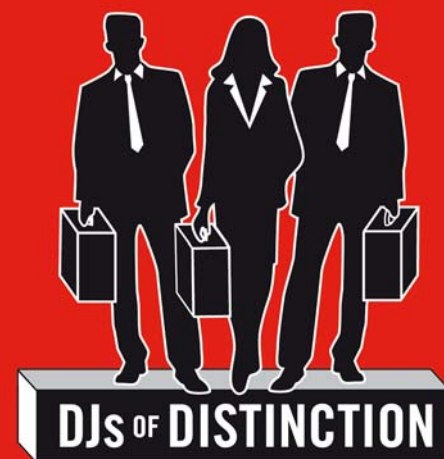
**Our solution:** Partnering with another live music supplier we delivered the Platinum package, using a jazz ensemble while guests arrived and right through until formalities. Additionally we supplied two PA systems—one for the marquee so that formalities could occur outside, and one indoors for the DJ system.

Phone 1300 768 935—[www.djsofdaydistinction.com.au](http://www.djsofdaydistinction.com.au)—[info@djsofdaydistinction.com.au](mailto:info@djsofdaydistinction.com.au)

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All prices inclusive of GST. E&OE

# DJs of Distinction



## Client case studies

How we've helped different kinds of clients with their events

**Client:** Novotel Hotel St Kilda

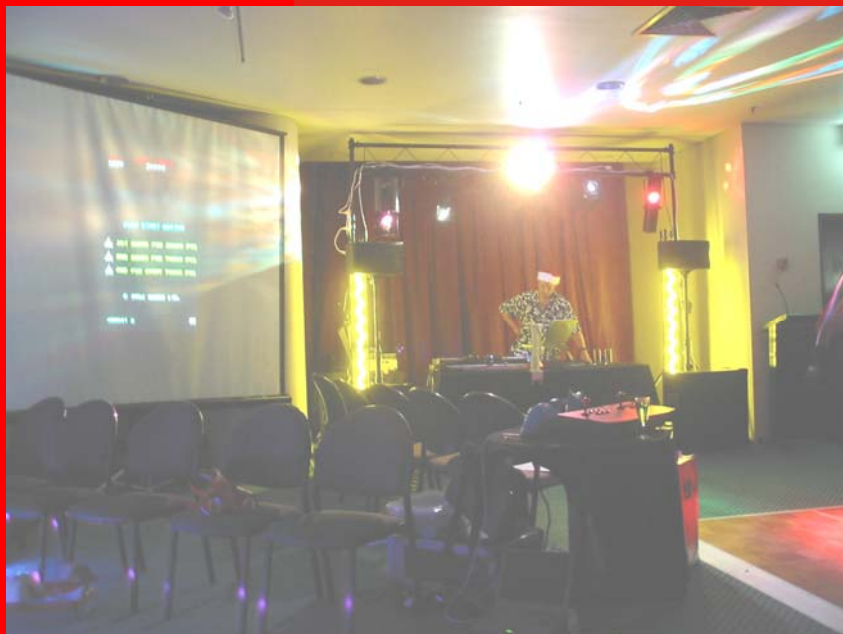
**Event:** Christmas party

**Venue:** The IBIS Hotel Melbourne

**Brief:** Work within a Beach theme where there would be numerous props and activities. Provide music for the Novotel's Christmas party. Also supply video projection and Galaga video game

**Our solution:** Our Deluxe package was the solution that we employed. Additionally we supplied a front projection screen for the guests to play Galaga.

The DJ also got into the theme by dressing in beach-gear and made sure there was plenty of Beach boys and similar music played!



## Thousands of client events—each one a little bit (Or very) different!

That's one of the things that set us apart from companies and individuals who just send out a DJ, a quantity of CDs, a few lights and little to no experience— we're part of your event and part of its success. Be it a wedding, bar mitzvah, fashion parade, product launch, Christmas party or any other event where music is part of the formula for success, DJs of Distinction have the depth of experience and expertise to assist any kind of occasion.

The Case studies we've presented here are just few of literally thousands that we've done over the years. Your event, just like the ones highlighted here, will be different from all the others we've helped with in the past. It's this understanding that makes us one of Victoria's leading entertainment providers.

We encourage you to engage us early in the planning phase of your event and to utilise the talent available through our organisation—through membership of organisations like ISES and MEA we have access to literally any kind of product and service needed for a successful event.



Phone 1300 768 935—[www.djsofdaydistinction.com.au](http://www.djsofdaydistinction.com.au)—[info@djsofdaydistinction.com.au](mailto:info@djsofdaydistinction.com.au)

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# DJs of Distinction

## Some commonly asked questions

### Q: Can we see your DJ working at another event?

A: Almost always the answer to this is NO. Simply because we're not doing pubs and clubs, rather we're doing private functions, corporate events and weddings—imagine if we wanted to bring a dozen prospective clients to your event! It would be safe to say that you'd decline such a request

That said we're more than happy for you to have a chat with one or more of our DJs over the phone before you book, that way you can get a good feel if the DJ is the right fit for the style of event that you're having.

### Q: My cousin's a DJ and will be at my event—can he do a "set" on your decks?

A: NO. This is a bit like asking a mechanic if you can jump in and service the transmission while he's working on the camshaft of your car.

### Q: What exactly are "Basic MC" duties?

A: Just that—The DJ can ask people to be seated, call for people's attention and hand-off to the next speaker etc. A professional MC (which would be a separate person), is someone who takes a lot longer to prepare for the event, meeting with you once if not more than once beforehand, discovering a bit about you and your organisation, key people and their traits etc. They get up and speak about all of these things at your event, sometimes incorporating their own interpretation of things as the event unfolds. A professional MC is typically from a public speaking or acting background and has absolute confidence in speaking to large and diverse crowds. We can supply a professional MC through our sister company [Music for the Masses](#)

### Q: We need the DJ for less than five hours. Can we pro-rata the package rate?

A: Generally no, there are numerous expenses in setting up and running a DJ event, most of which don't lend themselves to dividing by the hours and coming up with a rate.

### Q: What about extra hours?

A: We have a standard overtime rate of \$55 per hour or part (Inc GST) should your event continue past its scheduled end time.

### Q: Can I hire gear from you and I'll do the DJing?

A: No, we don't do "Dry-hire" of equipment.

### Q: Can I hire the DJ without the equipment?

A: On occasion we've done this for venues with pre-installed equipment who wish to hire a DJ over a period of time, such as every Friday night or similar. For one-offs we generally don't do this.

### Q: Can I give you a CD to play during my event?

A: If we don't already have the song, then yes you may bring a CD to be played on the night. Please note however we take **no responsibility** for the safe return of CDs given to us, therefore please do not give us priceless original copies, rather run-off a CD-R copy of the CD or track to be played on the night. Please contact us to discuss this well before your function date.

### Q: Can we do Karaoke on your DJ equipment?

A: Not without an additional Karaoke system attached to it—i.e. an additional cost will apply,

### Q: Do we have to feed the DJ?

A: If your event goes 3 hours or more and you're serving meals to the guests then yes we ask that the DJ be provided with a meal and soft drinks. At a minimum we ask the DJ we supplied with chilled water or soft drinks for the duration of the event no matter what the duration.

### Q: Do you charge more for upstairs venues?

A: It depends on each situation. There are infrequent instances where additional manpower is needed to get equipment in and out of a venue safely and in a timely manner. We will advise you before booking if your situation is one of these.

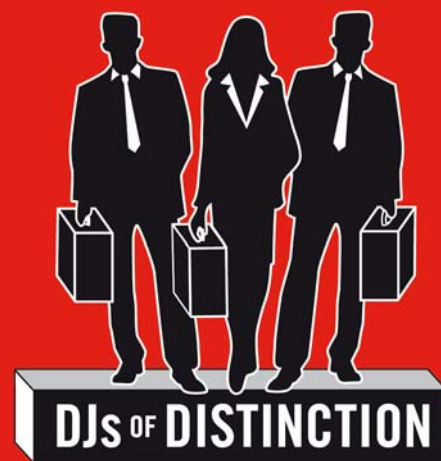
### Q: How much time before the event do you need to setup?

A: We prefer to commence setting up two hours before the scheduled commencement of music or the arrival of guests, whichever is earlier. While most of the time setting up does not actually take two hours, this period of time allows for unforeseen issues such as parking, loading bay access and other things that can eat into the precious time needed to setup and sound-check.

### Q: Do you do functions in the country or interstate? If so is there any extra charge?

A: We will do functions anywhere, anytime. Travel charges apply for venues more than FORTY (40) Km over road from the CBD. In some circumstances we may ask you to accommodate the DJ overnight after the conclusion of the function. Each of these cases are best discussed on a case by case basis, so please ask us early in the planning phase of your event.

If there is a question that isn't addressed here please don't hesitate to email us or telephone.





# DJs of Distinction

1300 76 8935

web—<http://www.djsfordistinction.com.au>

MFTM Pty Ltd ACN 096 908 888 ABN 42 096 908 888



## Booking agreement

Thank you for choosing DJs of distinction as your entertainment supplier for your upcoming function. Please assist us to bring you the entertainment you require by completing and returning this booking agreement along with your deposit payment as soon as possible. If you have any questions please don't hesitate to contact us immediately

**1**

### Client / Function organiser details:

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

Address: \_\_\_\_\_ Post Code: \_\_\_\_\_

Contact Number(s)(BH) \_\_\_\_\_   
(Fax) \_\_\_\_\_   
(AH) \_\_\_\_\_   
(Mobile) \_\_\_\_\_   
(Email) \_\_\_\_\_

Please tick your preferred method for us to contact you

**2**

### Function details:

**IMPORTANT: Please indicate below (Section 9 in Terms and Conditions)**

Private function  Public will be admitted and/or payment (incl donation) made by guests for entry to my function

Type/nature of function: \_\_\_\_\_ Date: \_\_\_\_\_

Name of club/organisation/corporation: \_\_\_\_\_

Name of Venue or Reception Centre: \_\_\_\_\_

Address of venue: \_\_\_\_\_

Suburb: \_\_\_\_\_ Tel. Number of venue: \_\_\_\_\_

Venue Contact Name: \_\_\_\_\_ Melways Ref: \_\_\_\_\_

Guests arrive at: \_\_\_\_\_ am/pm DJ/Music to commence at: \_\_\_\_\_ am/pm

Function/Music to conclude at: \_\_\_\_\_ am/pm

Approx age range of guests? \_\_\_\_\_ to \_\_\_\_\_

Number of guests? \_\_\_\_\_

Do you need our DJ to perform basic MC duties (Announcements)? YES / NO / TBA

**3**

### Venue information:

Does the venue have? \_\_\_\_\_  
Power within 10 meters of where the equipment will be located? YES / NO / UNSURE  
Stairs that our setup staff will need to negotiate? YES / NO / UNSURE  
Stage for entertainers? YES / NO / UNSURE  
PA System /Lectern for MC? YES / NO / UNSURE  
Smoke Detectors? YES / NO / UNSURE  
Current APRA agreement? YES / NO / UNSURE  
Sound level restrictions / curfew? YES / NO / UNSURE

*If the venue is subject to sound level restrictions or curfew you and-or the venue must inform us well in advance as to the details of such restrictions so that we may comply. Should a sound meter be required hire will be extra and to the customer's account*

*Continues overleaf*

Upon completion please return to:  
Reply Paid 921, North Melbourne, Vic., 3051 (No stamp needed)  
or if paying by credit card you can fax to **03 9372 6915**

# Booking agreement

**4**

**Package details:** *(NB: Standard packages are not available Dec 24,25,26,31 & Feb 14. These dates by quotation only)*

The Client agrees to choose for its Function the following Package(s)/Equipment

DJ package: Basic  DJ Package: Deluxe  80's package   
 Platinum Package: Pianist  Strings  Jazz  Latin   
 Harpist  Bar/Bat Mitzvah package   
 Other: Quotation # \_\_\_\_\_  Add-on package\*

\* If you have selected an Add-on package please detail here

**5**

**Marketing:**

Please let us know how you heard about us

Previous function	<input type="checkbox"/>	Web: Facebook / Twitter	<input type="checkbox"/>
Word of mouth	<input type="checkbox"/>	Web: Our website	<input type="checkbox"/>
Print: Wedding magazine	<input type="checkbox"/>	Web: Google	<input type="checkbox"/>
Print: Another publication	<input type="checkbox"/>	Web: Other Search engine / website	<input type="checkbox"/>
Music for the Masses	<input type="checkbox"/>	Venue Recommended	<input type="checkbox"/>
Radio Advert	<input type="checkbox"/>		

Other: \_\_\_\_\_

**6**

**Agreement: PLEASE READ AND SIGN**

This Booking Agreement and the terms entitled "TERMS AND CONDITIONS OF TRADE FOR CLIENTS – MFTM PTY LTD T/A DJs OF DISTINCTION signed by the parties on the date referred to below, constitute an offer by Company, once accepted by the Client this Booking Agreement and those Terms constitute an agreement between the Company and the Client.

The Company offers to provide the Services and/or Goods to the Client on the Client Terms:

<u>For and on behalf of MFTM Pty Ltd</u>	<u>For and on behalf of Client</u>
Signed	Signed
Dated	Dated
Position Held	Position Held

# DJs of Distinction

1300 76 8935

web—<http://www.djsfordistinction.com.au>

MFTM Pty Ltd ACN 096 908 888 ABN 42 096 908 888

## Credit card payment authority

Please use the form if you would like to pay either your deposit and/or your balance by credit card. Due to security reasons we cannot accept payment requests verbally via telephone.

You may fax the form to us on 03 9372 6915 or mail it along with your Booking Agreement

We do not charge extra for using Credit Card \*

EFTPoS is available for payments in person on the day of your function—please request the performer bring the EFT machine along with him/her on the function day. If you prefer to make a payment via credit card but do not wish to reveal your card details, please contact us about using PayPal\* or direct bank transfer.

---

### Authority to charge Credit card:

Cardholder's name: \_\_\_\_\_

I authorise by my signature below, MFTM Pty Ltd to charge my credit card the amount of \$ \_\_\_\_\_

Being payment for  Deposit  Balance of payment  Full booking amount

### Card Details:

Visa  MasterCard  American Express

Card Number \_\_\_\_\_

Expiry Date \_\_\_\_\_

CVV or Amex 4 digit number \_\_\_\_\_

### Signature

\_\_\_\_\_

By signing this document, I authorise MFTM Pty Ltd to charge the amount shown on this page above to my credit card. I understand that this document will be kept in storage at the offices of MFTM Pty Ltd, pursuant with the terms of the Merchant facility as required by MFTM Pty Ltd's bank.

*This transaction will be shown as "Music for the Masses—Kensington" on your credit card statement*

### Privacy statement:

MFTM Pty Ltd is required to keep all records in conjunction with credit card transactions for a period of time as stipulated in its Merchant Agreement with its bank and under the relevant legislation. MFTM Pty Ltd will require a separate signed agreement for each and every charge against a client's credit card as it does not store client's credit card details in a system for future retrieval or use. MFTM Pty Ltd does not make its clients information available to third parties except where required by law.

\* Payment by PayPal attracts an additional fee

Except where specifically noted, the singular will mean the plural and vice versa

## 1. Definitions

In these Terms and Conditions unless the context otherwise requires

“**Blackout Period**” means the annual calendar period between 1 November to 2 January inclusive.

“**Client**” means a person, a business, a company or a party to any contractual arrangement with the Company, subject to these Terms and Conditions.

“**Company**” means MFTM Pty Ltd ACN 096 908 888 trading as ***DJs of Distinction***, its proprietor, employees, servants, agents and sub-contractors.

“**Confidential Information**” means any information concerning the Company’s business including, but not limited to work procedures, processes, employees, customers, services, affairs or businesses, handbooks, standards, technical knowledge, concepts, ideas, designs, programs, data or application systems codes and associated documents or information and whether owned by, licensed to, or otherwise in the possession, power or control of the Company but excluding any information which is generally available in the public domain;

“**Contract**” means the *Booking Agreement* in conjunction with these *Terms and Conditions* between the Parties with respect to the hire of Equipment and/or provision of Services.

“**Equipment**” means any equipment supplied by the Company to the Client and referred to on the Booking Agreement.

“**Insolvency Event**” means –

(a) a receiver, receiver and manager, trustee, administrator, other controller (as defined in the Corporations Act) or similar official is appointed over any of the assets or undertaking of the Client;

(b) the Client suspends payment of its debts generally;

(c) the Client is or becomes unable to pay its debts when they are due or is or becomes unable to pay its debts or is presumed to be insolvent within the meaning of the Corporations Act;

(d) the Client enters into or resolves to enter into any arrangement, composition or compromise with, or assignment for the benefit of, its creditors or any class of them;

(e) a resolution is passed or any steps are taken to appoint, or to pass a resolution to appoint, an administrator to the Client; or

(f) an application or order is made for the winding up or dissolution of the Client, or a resolution is passed or any steps are taken to pass a resolution for the winding up or dissolution of the party, otherwise for the purpose of an amalgamation or reconstruction.

“**Intellectual Property**” means all intellectual and industrial property rights (including underlying rights in any media now in existence or developed in the future) including, without limitation, rights in the nature of any patent, trade mark or service mark, copyright, visual image right, performance right, design, business name or trade secret or confidential information (including the Confidential Information), whether or not registered or registrable;

“**GST**” has any meaning used in the GST Law.

“**GST Law**” means *A New Tax System (Goods and Services Tax) Act 1999* (as amended from time to time) or any replacement or other relevant legislation and regulations.

“**Party**” means a party to the Contract.

“**Services**” means any services supplied by the Company to the Client.

“**Special FX**” means any special effects including but not limited to smoke, fog, haze, pyrotechnics and the use of ‘dry ice’.

“**Terms and Conditions**” means these terms and conditions.

“**Packages**” means any and all Equipment and Services offered as a singular offering by the Company to the Client as detailed in the Company’s literature and as outlined on the Booking Agreement.

“**Function**” means the event or gathering for which the Company is being hired as specified on the Booking Agreement. (For the purpose of these Terms and Conditions, Function specifically excludes any event where the general public are admitted with or without consideration.)

“**Venue**” means the location whereby the function will take place. For the purposes of these Terms and Conditions it is agreed that the Venue is a location specifically hired by the Client for the purposes of hosting the Client’s function. In the case that the Venue is owned by, managed by or otherwise under the direct control of the Client then the definition of Venue will be the same as the definition for Client.

## 2. General

These Terms and Conditions are deemed to be incorporated into all Contracts (expressed or implied) entered into between the Client and the Company for the hire of Equipment and/or provision of Services to the Client and supersede all terms and conditions previously issued by the Company. No Contract for the hire of Equipment and/or the provision of Services shall exist as between the Company and the Client except upon these Terms and Conditions unless their exclusion or modification is agreed to in writing by the Company. Any booking placed by a Client is deemed to be an order incorporating these Terms and Conditions notwithstanding any inconsistencies in the Client’s booking. A reference to any legislation or legislative provision in these Terms and Conditions includes any statutory modification or re-enactment of, or legislative provision substituted for, and any statutory instrument issued under, that legislation or legislative provision. These Terms and Conditions are without prejudice to any claim against the Client.

## 3. Terms of Payment

Except as noted below, a booking deposit of the greater of fifty dollars (\$50) or ten percent (10%) of the quoted value of the booking is due and payable at the signing of the Booking Agreement except in the case of the booking being made seven (7) days or less prior to the function.

Bookings for a New Year’s Eve or Valentines Day package require a deposit of 50% of the quoted package value.

Valentines Day and New Year’s Eve packages are not held tentatively and bookings are not firm until receipt of the booking deposit.

For a booking being made seven (7) days or less prior to the Client’s function, the entire amount of the booking shall be payable at the signing of the Booking Agreement. Bookings made seven (7) days or less prior to the Client’s function will not be held tentatively and shall not be considered a firm booking unless accompanied by payment in full.

Except for bookings noted above, a booking made without both a deposit and a signed Booking Agreement shall be considered tentative until the first of the expiry of seven (7) days after the receipt of the booking or the receipt of the Booking Agreement and deposit from the Client. In the event that no Booking Agreement and deposit is received within the seven (7) days the Company reserves the right to release the booking to other Clients without further notice.

All verbal bookings are considered tentative bookings and are subject to the conditions above.

The Company shall not be obliged to proceed with any booking that is not confirmed by receipt of a signed Booking Agreement accompanied by a booking deposit.

The balance under any Booking Agreement is due and payable at the completion of delivery and/or set up of the Equipment and prior to the commencement of the Client's function. The balance shall be paid by way of cash, cleared funds, bank cheque, Visa, Mastercard, American Express, Confirmed Bank Transfer or EFTPOS if the balance is being paid less than seven (7) days prior to the day of the Client's function. Personal cheques shall only be accepted if received at the Company's office greater than seven (7) days prior to the day of the Client's function.

If GST becomes payable by the Company in connection with any Contract –

Any amount payable or consideration under any Contract is exclusive of GST; and

An additional amount will be payable by the Client for that Contract equal to the amount of GST payable on that Contract as calculated by the Company in accordance with the GST Law and payable at the same time and in the same manner as for the balance; and

The Company will provide a tax invoice to the Client in respect of that Contract, no later than the time at which the balance is to be provided under the Contract

If the Client defaults in any payment or becomes subject to an Insolvency Event then all moneys owing by the Client to the Company including but not limited to fees imposed upon the Company by the Company's bank, and fees and charges incurred by the Company in the course of the recovery of any outstanding amounts owed to the Company by the Client as a result of the default, become due and payable immediately and the Company may at its option withhold the provision of further Services and/or Equipment or cancel any contract with the Client for the provision of Services and/or Equipment without prejudice to the Company's rights hereunder.

In addition to any lien to which the Company may by statute or otherwise be entitled, the Company shall, in the event of a Client failing to pay any outstanding account or being subject to an Insolvency Event be entitled to a general lien on all property of goods belonging to the Client in the Company's possession (although such Goods or some of them have been paid for) for the unpaid price of the provision of any other Services and/or Equipment to the Client under this or any other contract.

The Company reserves the right to charge interest on overdue amounts owing to it without prior notice to the Client at a rate of two (2) per centum (%) per annum per calendar month above that as set out from time to time under the *Penalty Interest Rates Act 1983 (Vic)* or at such other rate as may be fixed from time to time by the Company, such interest to be computed from the date a payment becomes overdue until payment of such monies is received in full.

The Company reserves the right to place into the hands of a collection agency any and all amounts outstanding as a result of the above after the expiry of fourteen (14) days from delivery of demand for re-imbusement to the Client without further notice to the Client and without prejudice to any other rights it may have.

#### **4. Blackout Periods /tentative bookings**

The Company reserves the right to impose a Blackout Period in its sole discretion during which no tentative bookings will be accepted and during which all Client bookings must be accompanied by a deposit as specified in clause 3 above.

Blackout Periods apply to Function dates not Booking dates.

The Company may in its absolute discretion impose further Blackout periods as it sees fit without prior notice.

#### **5. Cancellation – prior to function commencement**

In the event of a cancellation by written notice by the Client of a booking, the Client shall pay a sum to the Company by way of liquidated damages and not by way of penalty on the following basis:

- (a) 28 days or more written notice prior to the event date - a full refund of the deposit by the Company to the Client;
- (b) Less than 28 days but more than 14 days prior to the event date - 100% of the deposit will be retained;
- (c) Less than 14 days prior to the event date - 100% of the function value as quoted. This sum will become immediately due and payable, less any deposit(s) previously received by the company. The Company reserves its right to draw on these moneys by way of set-off and not by way of penalty for any liquidated damages incurred by the Company as a result of the Client's cancellation under this clause. The Client shall without further notice or demand from the Company immediately pay the entire function balance (less any deposits already paid) by cheque, money order, Visa, Mastercard, American Express, Confirmed bank transfer or EFTPOS.

For the avoidance of doubt, the relevant date of cancellation will be calculated by reference to the date from which the Company receives notice in writing from the Client of the cancellation

#### **6. Cancellation – function in progress**

The Company reserves the absolute right to cancel a function in progress without notice if it deems that the continuance of such function endangers the safety of the Company, its employees, agents or contractors, the Client, the Client's guests, the Company's equipment or for any other safety or welfare reason as determined by the Company or its representatives in their sole discretion.

The Company will immediately cancel a function in progress if so directed by the Venue, the Client, any member of the Victoria Police, Metropolitan Fire Brigade, Country Fire Authority, Victoria Ambulance Service or any other emergency service or public welfare body.

The Company reserves the right to cancel a function in progress should the provision of mains power supply be interrupted and the restoration of such mains power not be possible or that continuous supply of mains power not be guaranteed. In the application of this clause the Company shall consider a power disruption extending beyond 29 minutes in duration as sufficient to warrant cancelling the function in the Company's sole discretion.

In the event that the Company cancels a function in progress for reasons stated above or for any other reason, the Client will forfeit any refund, in part or in whole of any monies paid to the Company, and the Client shall pay any outstanding balances due to the Company within seven (7) days without further notice. The Company reserves its right to draw on these moneys by way of set-off and not by way of penalty for any liquidated damages.

#### **7. Safety**

The Client acknowledges and accepts that in execution of its duties, the Company may employ and/or generate high levels of audio energy and that the Company may employ lighting effects that pulse, flash and intermittently engage and disengage high levels of light energy.

The Client in signing the Booking Agreement agrees absolutely that all risk is acquired by the Client with respect to any adverse effect to any person or persons as a result of direct or indirect contact with or being within proximity of any and all Equipment supplied by the Company.

The Client undertakes and agrees to indemnify the Company from any action as a result of the Client or Client's guests having been exposed to any audio or light energy and/or any Special FX used by or generated by the Company and/or its Equipment.

The Client assumes all liability for any hearing loss, be it partial, or total, temporary or permanent to any person or persons as a result of being in attendance at the function hosted by the Client. Further the Client assumes all liability for any adverse reaction by any person or persons caused directly or indirectly as a result of any lighting effect or Special FX supplied by and/or operated by the Company.

The Company may in its absolute discretion prevent access to and impose an exclusion area around its Equipment in order that the safety of the Client and Client's guests be maintained. The Client agrees at all times to abide by directions issued by the Company with respect to any clearance or exclusion area around the Company's Equipment.

The Company agrees to maintain, test and tag its electrical Equipment (including leads, powerboards, etc) in accordance with Australian Standard AS/NZS 3760:2003 ("the Standard"). The Company reserves the right, acting in its sole discretion, not to connect to any electrical equipment supplied by the Client that is not tested, tagged, or the test date has lapsed or it otherwise does not comply with the Standard.

The Client agrees to adhere to the requirements as set out by the Environmental Protection Authority ("EPA") SEPP-N2 as amended from time-to-time in relation to the permissible levels of sound that can emanate from any venue and agrees that it will not instruct the Company in providing Services to exceed these levels, in which event the Company reserves its rights to reduce sound levels in accordance with the levels set by the EPA and any such action by the Company will not represent a breach of the Contract by the Company.

### 8. Property

The Company will not be responsible for any personal property or goods, given to the Company for any reason at any time before, during or after the function.

The Client will indemnify the Company against any action resulting from the loss, direct or consequential of any property or goods belonging to the Client and/or the Client's guests.

### 9. Insurance

While every endeavour is made to provide a satisfactory and efficient service to Clients, the Company cannot and will not be held responsible for the ultimate conduct of any event, function or performance. The Company is not responsible for cancellation, postponement or re-scheduling of an event due to forces beyond its control or acts of Force Majeure. The Contract does not create a relationship between the Company and the Client, of employer and employee, partnership or joint venture. The Client warrants that it has and will maintain sufficiently reasonable public liability cover to underwrite its obligations to all third parties in respect of any individual booking or the provision of goods and/or Services by the Company in respect of any event or function under a Contract.

All Equipment provided to the Client remains the absolute and sole property of the Company and the Client indemnifies the Company against any loss or damage to any Equipment provided by the Company to the Client under a Contract.

Any and all excess imposed upon the Company by the Company's insurers as a result of a claim against the Company's insurance policy for any loss or damage as a result of any action by the Client and/or Client's guests shall be borne by the Client. The Client will re-imburse in full upon demand from the Company the full amount of such excess.

Where any event presented by the Client is open to the public and the Client engages the services of the Company under any Contract, the Client agrees to name the Company as an interested party in any insurance cover taken out by the Client, including but not limited to public liability insurance equivalent to but not less than \$10,000,000.00.

### Security

Where the Client is also the venue, and/or the Client is hosting an event open to the public, the Client agrees to provide at no cost to the Company, its employees, agents and staff at the event a reasonable number of security attendants and stewards to conduct "security activity" as that term is understood and defined under the *Private Security Act 2004 (Vic)* and similar state based legislation, and to ensure the sufficient and proper secure supervision of the venue and to ensure that entry to the event is screened and supervised so as to avoid undesirable elements from entering the event and to ensure the proper, reasonable, secure and orderly conduct of the audience and attendees at the event at all times for the safety of all performers, ground staff, attendees and members of the general public.

### 10. Limitation of Liability

The Client expressly acknowledges that the Company is not the original manufacturer or supplier of the Equipment and that any Equipment has been selected by the Client as suitable for its purpose. Without limiting this clause, the Client accordingly agrees and acknowledges that all conditions, warranties or representations whether express or implied or statutory or otherwise in respect of the Equipment or its fitness for any particular purpose are hereby expressly excluded to the fullest extent permitted by law.

Save as expressly provided for in the Contract the Company shall not be liable to the Client or the Client's servants, agents, patrons, guests, representatives or related or unrelated third parties for any direct, indirect, incidental or consequential loss or damages of any nature however caused (whether based on tort including negligence, contract or otherwise) including but not limited to personal injury, disability or death, loss of profits, loss of production, loss of sales opportunity or business reputation, direct or indirect labour cost and overhead expenses and damage to equipment or property or any other claim whatsoever arising directly or indirectly or in any way attributable to the performance of the Contract and in no event shall any claim be recognized unless the claim is in writing and received by the Company within fourteen (14) days of the date of Delivery.

The provisions of this clause shall not apply insofar as their application is prevented by the *Trade Practices Act 1974 (Cth)* as amended or any other State or Australian Territory law. Notwithstanding anything herein contained and subject to the qualifications contained in section 68A of the *Trade Practices Act 1974* if the Client is a "consumer" as defined in the *Trade Practices Act 1974* and the Services provided are other than of a kind ordinarily acquired for personal, domestic or household use or consumption, then the liability of the Company for a breach of a condition or warranty implied by Division 2 of Part V of the Trade Practices Act (not being a condition or warranty implied in section 69 of the Trade Practices Act) is limited to –

- (a) in the case of Services the supplying of the Services again or the payment of the cost of having the Services supplied again.
- (b) in the case of goods the replacement of the goods or the supply of equivalent goods or the repair of the goods;

**11. Force Majeure**

(a) Neither Party is liable to the other for any failure to perform any of the stipulations of the Supply Contract (other than an obligation to pay money) caused by any of the events set out below (each called "Force Majeure"):

- (i) an Act of God;
- (ii) the outbreak of hostilities (whether or not accompanied by any formal declaration of war), riot, civil disturbance or acts of terrorism;
- (iii) the act of any government or competent authority (including the cancellation or revocation of any approval, authority or permit);
- (iv) fire, explosion, flood, inclement weather, or natural disaster;
- (v) the declaration of a state of emergency or the invocation of martial law having an effect on commerce generally;
- (vi) industrial action (including strikes and lock-outs) that is of a widespread nature affecting the Company personally or the industry or sector of which the Company is a part (whether in a vertical sense or horizontal sense);
- (vii) the default of any suppliers under any material contracts to which the Company is a party; or;
- (viii) any other cause, impediment or circumstance beyond the reasonable control of any Party:

which could not be taken into account on the formation of the Contract; whose consequences could not be avoided in Contract; and which makes performance of the Contract impossible, not more onerous or uneconomic. Where an event of force majeure takes place, the Party claiming this must: immediately notify the other Party of this and provide complete details of the event of force majeure; or notify the other Party within a reasonable time after the giving of notification under this clause of any methods or procedures known to it to circumvent the event of force majeure.

(b) Where an event of Force Majeure takes place:

- (i) the Parties must consult with the purpose of agreeing and taking any steps or measures to circumvent the event of force majeure;
- (ii) the Parties must implement and perform, according to its tenor, any agreement reached as a result of the consultations undertaken under this clause;
- (iii) the Parties must immediately pay each other any moneys that are owing under the Supply Contract as at the date of the event of force majeure;
- (iv) the unperformed obligations of the Supply Contract are suspended for the duration of the force majeure event unless they are substantially replaced by any obligations agreed under the consultations conducted under this clause

Where an event of Force Majeure continues for a period of three (3) months, the Parties must consult with a view to reaching an agreement whether or not the Contract should continue and, if so, under what modifications to take into account the force majeure event. Where an event of Force Majeure ceases, the Parties must immediately commence performing the duties that were affected by the event of Force Majeure.

**12. Licenses & Intellectual Property**

The Company shall obtain and annually renew a licence from the Phonographic Performance Company of Australia (PPCA) for the public performance of copyrighted works at its own expense. The Client may view this licence by mutual arrangement at the Company's office. All Equipment and Services provided by the Company are on the basis of the understanding that all licences and permits under all relevant statutes ordinances and regulations have been obtained by the Client. The Client will ensure that the provision of any Equipment and Services as required in order to host the Client's function will meet all relevant requirements under the law.

The Client warrants that any designs, specifications or instructions furnished to the Company shall not be such as will cause the Company to infringe any Intellectual Property rights in the execution of the Client's orders.

The Client hereby indemnifies and forever holds the Company harmless against any action as a result of the Client's failure to fulfil the requirements of this clause.

The Client's hiring of Services and/or Equipment shall not confer on the Client any licence of rights to use any Intellectual Property of the Company

**13. General**

By signing the Booking Agreement the Client and Company will have deemed to enter a binding contract between the two parties.

All bookings will have a clear and certain duration time. The Company will not accept bookings where the completion time is "open ended" or unspecified by the Client. Where no end time is specified the end time shall be five hours after the commencement time.

The Platinum Package shall consist of one (1) hour performance by live performer(s) as chosen by the Client and five (5) hours by DJ.

Performance times are inclusive of breaks as required by the Client for formalities etc.

In relation to the Platinum Package, the Client agrees that live music performers will play outdoors subject to the following conditions:

The performers may, following consultation with the Client but in their absolute discretion, relocate their performance indoors to avoid inclement weather or conditions that make performing difficult or physically uncomfortable

The performers will use their reasonable endeavours to consult with the Client at the earliest opportunity with respect to any change to outdoor playing arrangements.

In the event that the Client cannot be contacted the performers shall consult directly with the venue in order to make suitable arrangements on the day of the performance.

The Client further agrees that while every endeavour will be made to comply with its wishes, the sensitive nature of live performance (including instruments and those instruments requiring mains electric power) may prevent some performances occurring in the event of even the slightest rain conditions. The Company recommends that the Client has a wet weather plan to deal with any such contingencies and that a representative be appointed to liaise with the performers on the day of the actual event.

New Year's Eve functions must commence by 9pm on 31 December. Overtime rates will commence at 02:00am on 1 January regardless of start time should the commencement time be after 9pm on 31 December.

Except in the case of the Platinum Packages, functions that continue beyond five contiguous hours are subject to an hourly overtime rate.

Overtime rates are at the Company's published rates available in its literature available upon request from the Company's office. In considering overtime charges, part hours will be rounded up to the next whole hour. Where the "Platinum" packages are selected overtime rates apply after the prescribed performance times for the live performers above and at the end of five hours DJ time.

All pricing is quoted for indoor venues only; marquees are deemed by the Company to be indoor venues.

All pricing includes travel to and from the venue where the venue is forty (40) kilometres or less by road from the Bourke Street Mall, Melbourne. The Company reserves the right to charge the Client for travel in excess of this distance at a rate of fifty-one (51) cents per kilometre, round trip. In considering the application of this clause, the Company will use data supplied by Google Maps ([maps.google.com.au](https://maps.google.com.au)) selecting "Fastest time" originating from Bourke St Mall, Melbourne to the client venue or where the venue is not listed at [maps.google.com.au](https://maps.google.com.au) the suburb/township centre of the client's venue.

The Company reserves the right to substitute Equipment employed in its packages to fulfil quality, access and specific venue requirements. The Company reserves the right in its sole discretion to sub-contract the delivery of any or all of its Services and Equipment. The Company reserves the right to substitute any faulty Equipment, at any time, in the event of malfunction or failure of same with Equipment of similar type, function or attributes and reserves the exercise of this right in its sole discretion. If any of these Terms and Conditions become wholly or partly invalid, those conditions shall to the extent of invalidity be severed without prejudice to the continuing force and validity of the remaining conditions. Any loss or damage suffered to the Company or the Company's equipment as a result of any action by the Client and/or Client's guests shall be re-imbursed in full by the Client upon demand by the Company. The Company shall make provision for replacement of equipment that malfunctions during a function within a reasonable timeframe. The Company may in its sole discretion choose to continue the function in a lesser capacity should the malfunction of an item of Equipment not cause total failure of the total package supplied by the Company. The Company shall not be liable to the Client for any direct, indirect, incidental or consequential loss or damage of any kind whatsoever due to any malfunction of the Equipment. The Client undertakes not to bring or maintain or be party to, or assert any action, claim, counterclaim or set off either at law or in equity against the company due to breakdown or failure or any equipment hired from or supplied by the company of due to late or non delivery of any Equipment or Service by the company. The Company will not be held liable for any damage caused to the premises, property or material not under the ownership of the Company, and the Client hereby indemnifies the Company against any claims or actions whatsoever or howsoever made against the Company of any such damage to premises, property or material. Once an event has commenced, it is agreed between the parties that the following operational hierarchy in relation to the conduct of the event will apply including but not limited to issues such as siting of equipment and sound levels so as to ensure that the event is conducted in an orderly and acceptable manner, where any conflict occurs in relation to an instruction, the Company will make the final operational decision acting in its sole unfettered discretion:

- The Company
- Venue staff, agents and contractors
- The Client

#### **14. Governing Law**

These Terms and Conditions and the Contract shall in all respects be governed by and construed in accordance with laws of the State of Victoria, Australia and the Company and the Client hereby accedes to the exclusive jurisdiction of the Courts of the State of Victoria, Australia and none other.