

MPT CORPORATE EVENTS TERMS AND CONDITIONS

1. TERMS AND CONDITIONS

1. The following terms and conditions (the T&Cs) apply to the services provided by MPT Corporate Events, (We, Us, Our) to you The Client (You, Your, Your company) and Your Participants (attendees from Your company).
2. In these T&Cs the term services is to be given its widest meaning and includes any and all services (the Event) whatsoever provided by MPT Corporate Events which is provided to You by Us or Our employees or contractors.
3. You acknowledge that MPT Corporate Events is arranging and organising such services as organiser of the Event.

2. RISK

1. Some of the Events occur outdoors and in public places. Accordingly, there are risks typically associated with outdoor activities, which are beyond those normal risks which are typically associated with indoor activities or passive environments.
2. The Client and each Participant make their own assessment and assumption of such risk.
3. While MPT Corporate Events will take all necessary steps to make all relevant information about the Event available to the Client and to each Participant, it takes no responsibility in respect to the assessment or assumption of risk by each Participant or by the Client.
4. MPT Corporate Events does not provide insurance against death or disablement or injury of any Participant or any third party not being a Participant (such as a bystander), and accordingly any such insurance is a matter for the Client and each Participant.
5. You are responsible for making your own inquiries and agree to seek independent advice from a healthcare professional before partaking in the Events as organised by Us.
6. We are not responsible for any injuries that You may suffer as a result of the Event as organised by Us.

3. LIABILITY

1. You agree that We do not accept responsibility for any loss or damage, however caused (including through negligence), which You may directly or indirectly suffer in connection with or arising from participating in the Event including acts, omissions and conduct of any person (including but not limited to third parties engaged by Us to provide goods and/or services at the Event).
2. To the extent permitted by law, in no event will We (or Our employees, agents and subcontractors) be liable to You for indirect, special or incidental, punitive, exemplary or consequential loss, costs, expenses and damages (or any loss of revenue, loss of data, loss of profits or loss of opportunity whether the losses be direct or indirect), suffered or incurred by You and arising out of or in connection with your access to or participation in the Event; regardless of whether liability is based on any breach of contract, tort (including negligence) or warranty, arises under statute, or any other basis of liability.
3. To the extent permitted by law, any condition or warranty, which would otherwise be implied into these terms, is excluded. Where legislation implies any condition or warranty, and that legislation prohibits Us from excluding or modifying the application of, or Our liability under, any such condition or warranty, that condition or warranty will be deemed included but Our liability will be limited for a breach of that condition or warranty to, at Our option:
 - a. If the breach relates to goods, replacing, repairing or supplying goods equivalent to, those goods or paying the cost of replacing or repairing them or acquiring equivalent goods; or
 - b. If the breach relates to services, re-supplying, or paying the cost of re-supplying, those services.
4. To the extent permitted by law, Our total liability in respect of all claims in connection with these T&Cs and the Event (whether based in negligence or any other tort, contract, statutory liability or otherwise) will be the total sum of all fees paid or payable by You under this agreement up until and including the date the cause of action occurred.
5. The limitation of liability set out in these T&C's does not attempt or purport to exclude liability arising under statute if, and to the extent, such liability cannot be lawfully excluded.
6. MPT Corporate Events is insured for up to \$20 million Public Liability insurance. For further details or to obtain a copy of Our insurance policy please contact Us.

4. ADVERSE CONDITIONS

1. In this section "adverse conditions" shall include bad weather, act of terrorism, flooding, earthquake, government restrictions or other conditions occasioned by an Act of God or events beyond the reasonable control of MPT Corporate Events.
2. MPT Corporate Events shall organise and implement the Event to the extent possible given the adverse conditions on the day of such Event and shall retain absolute discretion to vary or cancel any part or the whole of the Event to the extent required by reason of adverse conditions. In this event, no refund will be given to the Client (or to any Participant). Rather, a credit will be provided so that either the whole of the Event or any unfinished part of the Event (as may be appropriate in the absolute discretion of MPT Corporate Events) may be completed on another occasion and at a time, place and date agreed with the Client and MPT Corporate Events. If any Participant is unable to participate on that other occasion, then no refund will be given to the Client or that Participant. If any additional expenses are actually incurred by MPT Corporate Events as a result of such postponement, then such expenses shall be reimbursed to MPT Corporate Events.

5. INDEMNITY

1. You agree to indemnify and keep Us, Our employees, agents and subcontractors, indemnified from and against any claims and all losses, expenses, damages and costs (including reasonable legal fees incurred on a solicitor/client basis) suffered or incurred by Us, Our employees, agents and subcontractors, or any third party, which arises as a result of your breach of these T&C's.
2. You agree to indemnify and hold Us, Our employees, agents and subcontractors, harmless against all demands, claims, causes of action, interest and costs which We, Our employees, agents and subcontractors, may suffer as a result of your negligent actions and omissions.
3. You agree to indemnify Us and Our employees, agents and subcontractors, against all liability for loss, costs, damages, interest and expenses (including all legal costs incurred by Us on a full indemnity basis) which may be paid, suffered or incurred by Us, Our employees, agents and subcontractors, in connection with any proceedings commenced by any person against Us in any way relating to your conduct. Any such amounts will be payable by You on demand by Us.

6. INTELLECTUAL PROPERTY

1. You agree that any photographs and/or videos taken for the purposes of the services remain the sole property of MPT Corporate Events. We grant You a personal, limited, revocable, non-exclusive and nontransferable licence to access, view; listen to the photographs and/or videos solely for your personal, non-commercial purposes and only for those purposes. No part of the photographs and/or videos may be reproduced, reused, retransmitted, adapted, published, broadcast or distributed without Our prior written permission.
2. You must not:
 1. share the photographs and/or videos with any other persons; and
 2. publish or post any of the photographs and/or videos content (such as recipes or exercise programs) on any other website, including on social media pages or websites.
3. You agree and permit MPT Corporate Events to use any photographs and/or videos for promotional purposes during and post the event. If You disagree, please inform MPT Corporate Events prior to the commencement of the Event.

7. PAYMENT AND AVAILABILITY

1. A fifty per cent (50%) deposit pursuant to the total amount on Our invoice as issued to You is required to secure a booking of the Event.
2. This deposit is due immediately and the balance will be due for full payment fourteen (14) days before the proposed Event date.
3. You acknowledge that availability (including the availability of third parties engaged by Us) cannot be confirmed by MPT Corporate Events until We have received the deposit in full.
4. You further acknowledge and agree that prices in relation to the Event are also not confirmed until MPT Corporate Events has received the deposit in full.

8. EVENT CHANGES AND CANCELLATIONS

1. You acknowledge and agree that MPT Corporate Events is arranging and organising a

program and acting as an organiser for the same. As such, MPT Corporate Events are required to engage the services and/or goods of third parties. Any changes to numbers/locations and times must be made with at least fourteen (14) days written notice to Us. Any changes made by You may incur fees and You agree to pay such fees as incurred by Us by any third party, as a direct result from the change in booking.

2. You agree that a decrease in participant numbers will require a new quote and a subsequent increase in the cost per person is likely.

3. If You require a change of date, You must request this in writing that You wish to change the Event. You agree that this is at the sole discretion of MPT Corporate Events and whilst MPT Corporate Events agrees to do its best to accommodate such requests, You acknowledge and agree that as MPT Corporate Events engages the services and/or goods of third parties, such request may not be able to occur. MPT Corporate Events will notify You in writing if such request can be accommodated and until such time, the Event will proceed as scheduled and pursuant to your initial booking.

4. You agree that any change of date in accordance with clause 8.1 above incurs a \$250.00 administration fee and is required to be paid by You within seven (7) days of Us receiving notice by You as at 8.1 above.

5. You further agree that any changes to date as requested by You in accordance with clause 8.1 above may incur fees and You agree to pay such fees as incurred by Us by any third party, as a direct result from the change in booking.

6. If You need to cancel the Event, You must notify Us immediately in writing that You wish to cancel the Event. Upon Us receiving such notice, You agree that You will pay to Us a fifty per cent (50%) cancellation fee (i.e. the deposit). You further agree and acknowledge that as MPT Corporate Events engage the services and/or goods of third parties, any fees that have been paid to such third parties by MPT Corporate Events (in addition to amounts not covered by the deposit) will also be charged to You and You are solely responsible for the payment of the same.

9. VARIATION

1. You agree to be bound by the latest version of the T&Cs. We may vary, amend or add to these T&Cs at any time.

10. PERSONAL INFORMATION COLLECTION NOTICE

1. For Us to provide services for the Event, You may be required to give Us certain personal information. You may request this information be updated or removed from our records at any time. We may disclose Your personal information that We collect on a confidential basis to Our contractors and service providers so that they can provide services to Us (so that We may provide services to You).

2. Unless You ask Us not to, We may also use your personal information to send updated information and other promotional material to You.