

These terms of engagement will be the terms and conditions under which all dealings between MCO Events Pty Ltd and you will be contracted and conducted.

1. FEES AND CHARGES

1.1. Fees

In consideration of the services to be performed by MCO Events Pty Ltd, the Client shall pay to MCO Events Pty Ltd all agreed fees in the amounts and according to the payment schedules proposed.

1.2. Invoices

The Client shall pay all invoices within thirty (30) days of each invoice date. A 1.5% monthly service charge shall be payable on all overdue balances. Payments will be credited first to late payment charges and next to the unpaid balance. The Client shall be responsible for all collection or legal fees necessitated by late payment. MCO Events Pty Ltd reserves the right to suspend all services provided to the client and withhold delivery and any transfer of ownership of any current work if accounts are not current. All grants of any licence to use or transfer of ownership of any intellectual property rights under this agreement are conditioned upon receipt of payment in full.

1.3. Progress Payments

For projects of greater than one month duration, including those delayed for any reason, MCO Events Pty Ltd reserves the right to submit monthly progress invoices against work completed.

1.4. Deposit

For projects with a fixed fee, or for projects where the estimated cost is greater than \$1,000.00, a deposit of 50% will be due and payable prior to commencement of works.

1.5. Expenses

Unless specifically otherwise provided for in any proposal, project costs include MCO Events Pty Ltd's professional fees only and exclude all outside costs including, but not limited to, production, photography and/or artwork licences. Clients may delegate decision making regarding expenses to any employee or director of MCO Events Pty Ltd with express written consent.

1.6. Project Termination

In the event of the termination of a project by the Client, the Client acknowledges that MCO Events Pty Ltd shall be compensated for the services performed through to the date of termination in the amount of:

- (a) any advance payment,
- (b) a prorated portion of the fees due, or
- (c) hourly fees for work performed by MCO Events Pty Ltd or its agents as of the date of termination, whichever is greater; and the Client shall pay all fees and expenses incurred through and up to the date of cancellation.

2. PROJECTS

2.1. Variations

Unless otherwise provided for in any proposal, the Client shall pay additional charges, on a time and materials basis, for changes requested by the Client which are outside the scope of the services proposed. MCO Events Pty Ltd reserves the right to extend or modify any delivery schedule or deadline as may be required by such changes.

2.2. Variations to be expressly authorised

Any proposed variation, be they by the Client or by MCO Events Pty Ltd, must be agreed to by both parties through completion of a Variation Form.

2.3. Timing

The Client shall review deliverables within any time frame identified for such reviews and to promptly either:

- (a) approve the deliverables in writing or
- (b) provide written comments and/or corrections sufficient to identify the Client's concerns, objections or corrections to MCO Events Pty Ltd.

The Client acknowledges and agrees that MCO Events Pty Ltd's ability to meet any and all schedules is entirely dependent upon the Client's prompt performance of its obligations to provide materials and written approvals and/or instructions pursuant to a proposal and that any delays in the Client's performance or changes in the services or deliverables requested by Client may delay delivery of the deliverables.

2.4. Acceptance

The Client, within five (5) business days of receipt of any deliverable, shall notify MCO Events Pty Ltd, in writing, of any failure of such deliverable to comply with proposed specifications, or of any other objections. In the absence of such notice from the Client, the deliverable shall be deemed accepted.

3. PRODUCTION

3.1. Production

All production, including printing and the arrangement or brokering of print services by MCO Events Pty Ltd, shall be deemed acceptable if the final product is within the acceptable variations as to kind, quantity, and price in accordance with current or standard trade practices identified by the supplier of the services.

4. CLIENT RESPONSIBILITIES

4.1. General

The Client acknowledges that it shall be responsible for performing the following in a reasonable and timely manner:

- (a) coordination of any decision-making with parties other than MCO Events Pty Ltd;
- (b) provision of client content in a form suitable for reproduction or incorporation into the deliverables without further preparation, unless otherwise expressly provided for in the proposal; and

(c) final proofreading.

In the event that the Client has approved deliverables but errors, such as, by way of example, not limitation, typographic errors or misspellings, remain in the finished product, the Client shall incur the cost of correcting such errors.

5. PROMOTION

5.1. General

The Client agrees that MCO Events Pty Ltd retains the right to reproduce, publish and display any deliverables in promotional materials, design periodicals and other media or exhibits for the purposes of recognition or professional advancement.

5.2. Authorship

The Client agrees that MCO Events Pty Ltd retains the right to be credited with authorship of any deliverables, including the use of a “Site Credit” link on websites, “Managed By” credit on event materials, and any other form of credit where appropriate.

6. INTELLECTUAL PROPERTY PROVISIONS

6.1. Rights to Deliverables other than Final Art

Client content shall remain the sole property of the Client or its respective suppliers. The Client hereby grants to MCO Events Pty Ltd a non-exclusive, non-transferable licence to use, reproduce, modify, display and publish all client content solely in connection with MCO Events Pty Ltd’s performance of services and limited promotional uses of the deliverables.

6.2. Third Party Materials

The Client acknowledges that all third party materials, where a copyright exists, are the exclusive property of their respective owners. MCO Events Pty Ltd shall inform client of all third party materials that may be required to perform the services or otherwise integrated into the final art. Under such circumstances MCO Events Pty Ltd shall inform Client of any need to licence, at the Client’s expense, and unless otherwise provided for by the Client, MCO Events Pty Ltd shall obtain the licence(s) necessary to permit the Client’s use of the third party materials consistent with the usage rights granted herein. In the event the Client fails to properly secure or otherwise arrange for any necessary licences or instructs the use of third party art, the Client hereby indemnifies, saves and holds harmless MCO Events Pty Ltd from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party arising out of client’s failure to obtain copyright, trademark, publicity, privacy, defamation or other releases or permissions with respect to materials included in the final art.

6.3. Preliminary Works

The Client acknowledges that MCO Events Pty Ltd retains all rights in and to all preliminary works. The Client shall return all preliminary works to MCO Events Pty Ltd within thirty (30) days of completion of the services and all rights in and to any preliminary works shall remain the exclusive property of MCO Events Pty Ltd Marketing.

6.4. Assignment of Final Art

Upon completion of services, and expressly subject to full payment of all fees, costs and out-of-pocket expenses due, MCO Events Pty Ltd assigns to the Client all right and title in and to final art, excluding website source code for which MCO Events Pty Ltd hereby assigns a non-exclusive, non-transferable licence.

6.5. Trademarks

The Client acknowledges that it shall have sole responsibility for ensuring that any proposed trademarks or final deliverables intended to be a trademark are available for use in commerce and federal registration and do not otherwise infringe the rights of any third party. The Client hereby indemnifies, saves and holds harmless MCO Events Pty Ltd from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by any third party alleging any infringement arising out of Client's use and/or failure to obtain rights to use or use of the trademark.

7. RELATIONSHIP OF THE PARTIES

7.1. Independent Contractor

The Client acknowledges that MCO Events Pty Ltd is an independent contractor, not an employee of the Client or any company affiliated with the Client. MCO Events Pty Ltd shall provide services under the general direction of the Client, but MCO Events Pty Ltd shall determine, in its sole discretion, the manner and means by which the services are accomplished. This agreement does not create a partnership or joint venture and neither party is authorised to act as agent or bind the other party except as expressly stated in this agreement.

7.2. No Exclusivity

The Client expressly acknowledges that this agreement does not create an exclusive relationship between MCO Events Pty Ltd and the Client. The Client is free to engage others to perform services of the same or similar nature to those provided by MCO Events Pty Ltd, and MCO Events Pty Ltd shall be entitled to offer and provide design services to others, solicit other clients and otherwise advertise its services.

7.3. Force Majeure

The Client acknowledges that MCO Events Pty Ltd shall not be in breach of any agreement if it is unable to complete the services or any portion thereof by reason of fire, earthquake, labour dispute, act of God or public enemy, death, illness or incapacity or any local, state, federal, or international law, governmental order or regulation or any other event beyond MCO Events Pty Ltd's control (collectively, 'Force Majeure Event').

7.4. Governing Law and Dispute Resolution

The formation, construction, performance and enforcement of these terms and conditions shall be in accordance with the laws of Australia and the State of Victoria.