

Green Man Productions – Client Terms & Conditions 1.0 2011

Terms and Conditions

By creating a Client Account with Green Man Productions you: as an individual, an employee, contractor, business, company and/ or, any related subsidiary, individuals, employee/s, contractor/s, business and/or company there of, agree to the following terms and conditions:

General Conditions

Services are provided by Green Man Productions only on the following terms and Conditions:

1. Definitions & Interpretations

1.1 In these Conditions unless the contrary intention appears -

“Conditions Precedent” means in conditions set forth and identified in the Particulars.

“Contract” has the meaning ascribed in the Particulars.

“General Conditions” means these general conditions.

“Particulars” means the particulars of this Contract.

“Talent” means any employee, contractor/s or company and/or any related subsidiary company, business, contractor/s or employees who create a Talent Account.

“Client“ means the Clients of Green Man Productions

“Venues” means the venues used by Green Man Productions and/or the Venues used by the clients of Green man Productions

“Facilitator” being the person/s facilitating Green Man Productions workshop/s.

“User” means any person using the Green Man Productions website

“Services” means the Services more particularly described in Schedule “A”.

“Website” means the Green Man Productions website.

1.2 Any term which is defined in the Particulars has the same meaning in the Conditions.

1.3 The Interpretation Act 1897 shall apply to this interpretation of the Contract as it applies to the interpretation of an Act of Parliament.

2. Provision of Services by Green Man Productions

2.1 The Services will comply with all governmental and institutional guidelines to the extent that they are specified in Annexure “A, B &C” and the responsibility in this respect shall be satisfied upon submission of the appropriate report to the governmental or institutional authority required.

3. Term

3.1 This Agreement will continue until Green Man Productions updates or changes the Terms and Conditions of this agreement; or if the Client/s, Client account is suspended/terminated: or the Client, as an, individual, employee/s, contractor/s, business and/or company or any related subsidiary there of, decide to terminate this agreement by not using the Green Man Productions website.

4. Client Obligations

4.1 Compliance with Law: The 'Client' will use the Services offered by Green Man Productions in a manner consistent with all applicable Local, State, Federal and International laws, treaties and regulations and any violation of this provision can result in termination immediately or with 30 days notice depending on the severity of the of the violation and Green Man Productions shall retain the unfettered discretion in determining the severity of such a breach.

4.2 'Client' warranty: The 'Client' warrants as a condition and essential term that no literary or other works (including computer programs, diagrams, flow charts or other work) employed or created by in the provision of the Services shall infringe any copyright, obligation of confidentiality, patent or other right or property belonging to or benefiting any third party;

4.3 Netiquette: The 'Client' agrees to follow generally accepted rules of "Netiquette" when sending e-mail messages or posting to newsgroups.

4.4 Password: The 'Client' is responsible for security of their password. Green Man Productions will not change passwords to any account without proof of identification that is satisfactory to Green Man Productions, which may include written authorization with signature.

5. Prohibition of Publication of Certain Material

5.1 The 'Client' shall not knowingly or unknowingly submit to Green Man Productions for publication through the Service any of the following material (including pictures, links, or any other content):

- (a) Any material which violates or infringes any copyright, trademark, trade secret, patent, statutory, common law or other proprietary rights of others;
- (b) Any material that is libelous or slanderous;
- (c) Any material which is or contains anything obscene or pornographic; or
- (d) Distribution lists to be used via unsolicited electronic mail or other mass electronic mailings including but not limited to: mass- newsgroup postings, SPAM and unsolicited e-mail.
- (e) Any material, virus, Trojan horse or other program/s that is designed to damage, destroy or harm in any way both hardware and / or software of the computer and electronic operating systems of Green Man Productions or any third party.

5.2 Any violation of the above conditions or failure or refusal by the 'Client' within seven (7) days to remove any material or content referred to above on request by Green Man Productions may result in termination of the 'Clients,' Client account and Green Man Productions has the unfettered discretion in determining what constitutes unacceptable material or content.

5.3 The 'Client' acknowledges and is aware that Green Man Productions does not screen in advance the 'Clients' material if submitted to Green Man Productions for publication. Green Man Productions publication of material submitted by the 'Client' does not create any express or implied approval by Green Man Productions of such material, nor does it indicate that such material complies with the terms of this Contract.

6. Intellectual Property

6.1 The entire copyright throughout the world in all writing (including programs), art works and other copyright work created by Green Man Productions during the Term shall belong to Green Man Productions.

6.2 Green Man Productions shall, subject to paragraph 6.3, maintain the confidentiality of all confidential information of or relating to the 'Client.'

6.3 Due to the public nature of the Internet, all material submitted or e-mail sent by the 'Client' to or through the Services will be considered publicly accessible and Green Man Productions makes no warranties as to the confidentiality, secrecy or privacy of any information so submitted or sent whether or not the "Client" expressly informs Green Man Productions or whether or not it can be reasonably inferred such information is confidential or private.

7. Limitation/Disclaimer of Liability

7.1 Green Man Productions does not represent or warrant to the "Client" that the "Client" will receive continual and uninterrupted Services during the Term. In no event shall Green Man Productions be liable to the "Client" for any damages resulting from or related to any failure or delay of Green Man Productions to provide Services under this Contract if such delays or failures are due to strikes, riots, fire, acts of God, theft or vandalism or other causes beyond Green Man Productions control, as defined by standard practices in the industry. Such failure or delay shall not constitute a default under this Contract.

7.2 Neither Green Man Productions, its directors, servants, agents or employees shall be in any way liable for any loss or damage of any nature whatsoever suffered, whether arising directly or indirectly, by the "Client" or any person related to or dealing with the "Client" out of, in connection with or reasonably incidental to, the provision of the Services by Green Man Productions to the 'Client.'

8. Disclaimer of Warranties

8.1 While Green Man Productions uses all reasonable care in providing the Service, Green Man Productions shall not have any liability whatsoever in contract, tort or otherwise to any party in respect of any loss or damage (including without limitation direct or consequential loss, economic loss or loss of other contracts) arising out of the provision of the Service, any inaccuracy or error or omission from any part of the Service or a 'Clients' inability to use the Service and information contained therein.

8.2 In the event that this Agreement constitutes a supply of services to a consumer as defined in The Trade Practices Act 1974 or relevant State or Territory legislation, nothing contained in this Agreement excludes restricts or modifies any condition, warranty or other obligation where to do so would be unlawful and in such event Green Man Productions sole liability for breach of any such condition, warranty or other obligation, including any consequential loss which the 'Client' may sustain or incur shall be limited to in relation to services the supplying of the Service again or the payment of the cost of having the Service supplied again as Green Man Productions may elect.

9. Indemnity

9.1 The 'Client' agrees to defend, indemnify and hold Green Man Productions harmless from and against any and all claims, losses, liabilities and expenses (including solicitors' fees) related to or arising out of the Services provided by Green Man Productions to the 'Client' under this Agreement, including without limitation claims made by third parties (including customers of the 'Client') related to any false advertising claims, liability claims for products or services sold by the 'Client', claims for patent, copyright or trademark infringement, claims due to disruption or malfunction of services provided hereunder, or for any content published by the 'Client' using The Services, but excluding those directly caused by the negligence of Green Man Productions .

10. Governing Law

This Agreement shall be governed by the laws of The State of Queensland, or where applicable the Commonwealth of Australia and the parties expressly submit to the jurisdiction of the Courts of that State or, where applicable, of the Commonwealth.

11. Relationship of the Parties

11.1 It is agreed that no partnership, joint venture, agency or employee / employer relationship is intended by This Agreement and any implication as to any such relationship is hereby negatively expressed.

12. Taxes

If any Federal, State or Local government entity with taxing authority over the Services provided under this Agreement imposes a tax, including but not limited to a Goods and Services Tax, directly on the Services provided by Green Man Productions to the 'Client' under This Agreement (excluding any income, business and occupation, capital gain, death or inheritance, or other indirect taxes), then Green Man Productions may pass the direct amount of such cost onto the 'Client', and the 'Client' shall promptly pay such cost.

13. Publicity, Promotion and Documentation

13.1 The 'Client' Agrees that no Publicity, Promotion or Documentation material of Green Man Productions; the 'talent' and/or 'Facilitators,' of Green Man Productions; including any Publicity, Promotional, or Documentation Material acquired whilst engaged by the 'Client'; will be used by the 'Client' without the expressed written permission of Green Man Productions and without the expressed written permission of the 'Talent and/or 'Facilitators' of Green Man Productions, across all forms of Multi media, print media and technological forms of promotion and media that exist and/or come into existence in future.

13.2 The Ownership of Green Man Productions Publicity, Promotional or Documentation Material; including any Publicity, Promotional or Documentation Material acquired whilst engaged by the 'Client', remains solely owned by Green Man Productions and the 'Client' agrees to make no claim to such material.

13.3 The Ownership of the 'Talents' and/or facilitators Publicity, Promotional and Documentation Material remains solely owned by the 'Talent' and/or 'facilitator/s,' including any Publicity, Promotional or documentation Material acquired whilst

engaged by Green Man Productions and the 'Client,' and the 'Client' agrees to make no claim to such material.

13.4 The client agrees that if expressed written permission is granted by Green man Productions and the 'talent' and/or 'facilitator/s,' to use of any Publicity, Promotion, or documentation material of Green Man Productions or the 'talent'; that this expressed written permission does not imply, agree to, or quantify, that a partnership, joint venture, agency or employee / employer relationship is intended by this Agreement and any implication as to any such relationship is hereby negatively expressed.

13.5 The 'Client' agrees not to 'engage' the 'talent' and/or 'facilitator/s,' directly or indirectly or without the expressed written permission of Green Man Productions, through any forms of communication including, telephone, fax, websites, multimedia, print media or any form of communication or media that comes into existence in the future. If in the event that this occurs then the 'Client' shall reimburse Green Man Productions any and all commission or similar payments.

14. Engagement of Green Man Productions Entertainment

14.1 The Client agrees that Green Man Productions will be 'Engaged' by the 'Client' once the Booking status is converted to Deposit Outstanding as per the Booking status within the clients' account on the Green Man Productions website.

14.2 The 'Client' agrees that all and any information stored, transferred or submitted to or from the 'site' does not constitute the 'engagement' of Green Man Productions, subject to paragraph 14.1

14.3 It is agreed, that the engagement of Green Man Productions on a per booking basis by the 'Client' does not imply, agree to, or quantify, that a partnership, joint venture, agency or employee / employer relationship is intended by this Agreement and any implication as to any such relationship is hereby negatively expressed.

14.4 The 'Client' agrees to defend, indemnify and hold Green Man Productions harmless from and against any and all claims, losses, liabilities and expenses (including solicitors' fees) related to or arising out of the Services provided by Green Man Productions to the 'Client' under this Agreement, including without limitation claims made by third parties (including customers of the 'Client') related to any false advertising claims, liability claims for products or services sold by Green Man Productions, claims for patent, copyright or trademark infringement, claims due to disruption or malfunction of services provided hereunder, or for any content published by Green Man Productions, but excluding those directly caused by the negligence of Green Man Productions.

14.5 The 'Client' agrees that the 'Talent', as contractor/s of Green Man Productions take sole responsibility for their (The Talent/s) Public liability, Blue Card, ABN/ACN, Business Name and any other statutory licence/s or registration/s, required in the execution of their duties.

14.6 The Client agrees to indemnify Green Man Productions from any legal, financial or any other actions brought against, the Talent, including without limitation claims

made by third parties (including customers of the 'Client'), in regards to any or all or part their of, relating to Public Liability, Blue Card, ABN/ACN, Business Name or any other statutory licence/s or registrations required by the talent in the execution of their (TheTalent), duties.

14.7 The 'Client' agrees to: the terms and conditions; booking information; Booking and Venue notes; Primary and additional character/acts technical specification; of each booking as set out in the clients' booking account found on the Green Man Productions Website.

14.8 The 'Client' agrees to the performance time/s as set out in the clients' booking account (My Bookings Tab) found on the Green Man Productions Website.

15. Remuneration

15.1 The 'Client' agrees to remunerate Green Man Production the full sum as per the agreed rates specified in the booking information of the clients' booking account (My Bookings Tab) found on the Green Man Productions Website.

15.2 The 'Client' agrees to remunerate Green Man Productions strictly within the seven(7) days terms of payment, as specified in the Green Man Productions Invoice, for the sum that is found on both, the invoice supplied by Green Man Productions and the booking information of the clients' booking account.

15.3 The 'Client' agrees to pay a 50%, booking deposit of the full sum, as per the agreed sum specified in the Green Man Productions Invoice, and the booking information of the clients' booking account , a minimum of fourteen (14) days prior to the performance date.

15.4 Green Man Productions will supply the 'Client' with a Tax Invoice once the Booking account status is converted from Follow Up to Deposit Outstanding within the clients' booking account (My Bookings Tab) found on the Green Man Productions Website.

15.5 The 'Client' agrees to indemnify Green Man Productions from any legal, financial or any other actions in regards to any or all or part their of, relating to incorrect rates uploaded by the 'talent' and stated in the booking information of the clients' booking account (My Bookings Tab) on the Green Man Productions website, unless it can be unequivocally proven it was a malfunction or error or omission specifically caused by the Green Man Productions Website.

16. Payment

16.1 The 'Client' agrees to pay Green Man Productions via Eft, cheque, Credit card or cash within the seven (7), day terms of payment as specified in the invoice provided by Green man Productions and the booking information of the clients' booking account (My Bookings Tab) on the Green Man Productions website.

16.2 The 'Client' agrees to pay Green Man Productions only, and agrees not to make any direct or indirect payment to the 'talent' without the express written permission from Green Man Productions.

17. Postponement

17.1 The 'Client' unequivocally agrees to accept the postponement policy of Green Man Productions.

17.2 In the event of an 'engagement' being postponed by the 'client', Green Man Productions, where possible, will transfer the 'engagement' of the booked 'Talent' to the new date as defined by the 'Client.'

17.3 In the event that the booked 'Talent' are unavailable for the new 'engagement' date, Green Man Productions will endeavour to provide similar 'talent' at a similar cost; however, Green Man Productions makes no guarantee or warranty of being able to do so.

17.4 In the event that the booked 'Talent' are unavailable for the new 'engagement' date, the 'Client' agrees to pay additional fees, if required, to provide new talent for the engagement.

17.5 The Client agrees, in the event that a booked engagement is postponed, that Green Man Productions shall hold the 50% Booking deposit, as specified in the booking information of the clients' booking account, and the client shall pay the remaining sum within seven (7) days of the new engagement date, as per paragraph 16.

17.6 The 'Client' agrees to indemnify Green Man Productions and the 'talent' from any legal, financial or any other actions, in regards to; any, or all, or part their of; relating to the postponement of an 'engagement.'

18. Cancellation

18.1 The 'Client' unequivocally agrees to accept the cancellation policy of Green Man Productions.

18.2 In the event of an 'engagement' being cancelled by the Client, with less than 72 hours notice, for any reason whatsoever, excluding strikes, riots, fire, acts of God, theft or vandalism or other causes beyond the control of the 'Client' , the 50% booking deposit shall be forfeited.

18.3 In the event of an 'engagement' being cancelled by the Client, on the day of the 'engagement', excluding strikes, riots, fire, acts of God, theft or vandalism or other causes beyond the control of the client, the agreed full sum, is payable to Green Man Productions as per paragraphs 15, 15.1, 16, 16.1.

18.4 In the event of an engagement being cancelled by Green Man Productions for any reason excluding, injury or death of the 'Talent, strikes, riots, fire, acts of God, theft or vandalism or other causes beyond the control of Green Man Productions, with less than 72 hours notice, the Client agrees to forfeit the 50% Booking deposit.

18.5 In the event of an 'engagement' being cancelled by Green Man Productions, on the day of the 'engagement', for any reason, excluding, injury or death of the 'Talent,' strikes, riots, fire, acts of God, theft or vandalism or other causes beyond the control

of Green Man Productions, the agreed full sum, is payable to Green Man Productions as per paragraphs 15, 15.1, 16, 16.1.

18.6 In the event of an 'engagement' being cancelled due to strikes, riots, fire, acts of God, theft or vandalism or other causes beyond the control of Green Man Productions; the Client agree to indemnify Green Man Productions and the 'Talent'; from any legal, financial or any other action/s, including without limitation claims made by third parties (including customers of the 'Client'), in regards; any, or all, or part their of; relating to the cancellation of the 'engagement.'

18.7 In the event of an 'engagement' being cancelled due to strikes, riots, fire, acts of God, theft or vandalism or other causes beyond the control of Green Man Productions and /or the 'Client,' Green Man productions shall refund the full Sum of the Booking deposit, as per paragraph 14 and the booking information of the clients' booking account.

18.8 Green Man Productions reserves the right to cancel a Deposit Outstanding booking, as per the Booking status (My Bookings TAB) within the clients' account, if the 50%, booking deposit, as per paragraph 15.3, is not received a minimum of fourteen (14) days prior to the performance date.

19. Engagement of Green Man Productions Workshops Services

19.1 The Client agrees that Green Man Productions will only be 'Engaged' by the 'Client' upon receipt of an email with "confirmed" in the subject box.

19.2 The 'Client' agrees that all and any information stored, transferred or submitted to or from the 'site' does not constitute 'engagement' of Green Man Productions, subject to paragraph 19.

19.3 It is agreed, that the engagement of Green Man Productions on a per booking basis by the 'Client' does not imply, agree to, or quantify, that a partnership, joint venture, agency or employee / employer relationship is intended by this Agreement and any implication as to any such relationship is hereby negatively expressed.

19.4 The 'Client' agrees to defend, indemnify and hold Green Man Productions harmless from and against any and all claims, losses, liabilities and expenses (including solicitors' fees) related to or arising out of the Services provided by Green Man Productions to the 'Client' under this Agreement, including without limitation claims made by third parties (including customers of the 'Client') related to any false advertising claims, liability claims for products or services sold by Green Man Productions, claims for patent, copyright or trademark infringement, claims due to disruption or malfunction of services provided hereunder, or for any content published by Green Man Productions, but excluding those directly caused by the negligence of Green Man Productions.

19.5 The 'Client' agrees that the 'Facilitators', as contractor/s of Green Man Productions take sole responsibility for their (the Facilitator/s) Public liability, Blue Card, ABN/ACN, Business Name and any other statutory licence/s or registration/s, required in the execution of their duties as set out in the Green Man Productions

Booking form.

19.6 The Client agree to indemnify Green Man Productions from any legal, financial or any other actions brought against, the Facilitator/s, including without limitation claims made by third parties (including customers of the 'Client'), in regards to any or all or part their of, relating to Public Liability, Blue Card, ABN/ACN, Business Name or any other statutory licence/s or registrations required by the talent in the execution of their(The Talent), duties as stated in the Green Man Productions booking confirmation form.

19.7 The 'Client' agrees to the terms and conditions of each booking as set out in the Green Man Productions confirmation booking form, for each individual booking.

19.8 The 'Client' agrees to the workshop/s and workshop time/s as set out in the Green Man Productions Booking form.

20. Remuneration

20.1 The 'Client' agrees to remunerate Green Man Production the full sum as per the agreed rates specified in the Green Man Productions Booking confirmation form.

20.2 The 'Client' agrees to remunerate Green Man Productions strictly within the seven (7) days terms of payment as specified in the Green Man Productions Booking confirmation form.

20.3 Green Man Productions will supply the 'Client' with a Tax Invoice upon receipt of an email with "confirmed" in the subject box, as per the agreed rates specified in the Green Man Productions Booking confirmation form.

20.4 The 'Client' agrees to indemnify Green Man Productions from any legal, financial or any other actions in regards to any or all or part their of, relating to incorrect rates uploaded by the facilitator/s and stated in the Green Man Productions Booking confirmation form, unless it can be unequivocally proven it was a malfunction or error or omission specifically caused by the Green Man Productions Website.

21. Payment

21.1 The 'Client' agrees to pay Green Man Productions via Eft, cheque, Credit card or cash within the seven (7), day terms of payment as specified in the Green Man Productions booking confirmation Form.

21.2 The 'Client' agrees to pay Green Man Productions only, and agrees not to make any direct or indirect payment to the 'Facilitator/s' without the express written permission from Green Man Productions.

22. Postponement

22.1 The 'Client' unequivocally agrees to accept the postponement policy of Green Man Productions.

22.2 In the event of an 'engagement' being postponed by the 'client', Green Man Productions, where possible, will transfer the 'engagement' of the booked 'Facilitator/s' to the new date as defined by the 'Client'.

22.3 In the event that the booked 'facilitator/s' are unavailable for the new 'engagement' date, Green Man Productions will endeavor to provide similar 'facilitator/s' at a similar cost; however, Green Man Productions makes no guarantee or warranty of being able to do so.

22.4 In the event that the booked 'facilitator/s' are unavailable for the new 'engagement' date, the 'Client' agrees to pay additional fees, if required, to provide new talent for the engagement.

22.5 The Client agrees, in the event that a booked engagement is postponed, the client shall pay the agreed sum within seven (7) days of the new engagement date as per paragraph 16.

22.6 The 'Client' agrees to indemnify Green Man Productions and the 'facilitator/s' from any legal, financial or any other actions, in regards to; any, or all, or part their of; relating to the postponement of an 'engagement.'

23. Cancellation

23.1 The 'Client' unequivocally agrees to accept the cancellation policy of Green Man Productions.

23.2 In the event of an 'engagement' being cancelled by the Client, with less than 72 hours notice, for any reason whatsoever, excluding strikes, riots, fire, acts of God, theft or vandalism or other causes beyond the control of the client, the client agrees to pay 50% of the agreed sum as the Green Man Productions Booking form.

23.3 In the event of an 'engagement' being cancelled by the Client, on the day of the 'engagement', excluding strikes, riots, fire, acts of God, theft or vandalism or other causes beyond the control of the client, the agreed full sum, is payable to Green Man Productions as per paragraphs 20,20.1, 21, 21.1.

23.4 In the event of an engagement being cancelled by Green Man Productions for any reason, excluding; injury or death of the 'Facilitator/s', strikes, riots, fire, acts of God, theft or vandalism or other causes beyond the control of Green Man Productions, with less than 72 hours notice, the Client agrees to pay 50% of the agreed sum as per the Green Man Productions Booking form.

23.5 In the event of an 'engagement' being cancelled by Green Man Productions, on the day of the 'engagement', for any reason excluding, injury or death of Facilitator/s, strikes, riots, fire, acts of God, theft or vandalism or other causes beyond the control of Green Man Productions, the agreed full sum, is payable to Green Man Productions as per paragraphs 20,20.1, 21, 21.1.

23.6 In the event of an 'engagement' being cancelled due to strikes, riots, fire, acts

of God, theft or vandalism or other causes beyond the control of Green Man Productions; the Client agrees to indemnify Green Man Productions and the 'facilitators'; from any legal, financial or any other action/s, including without limitation claims made by third parties (including customers of the 'Client'), in regards; any, or all, or part their of; relating to the cancellation of the 'engagement.'

24. Personal Injury

24.1 The 'Client' agrees, that if injury, injuries, or death is suffered by Green Man Productions; the 'Talent'; or 'facilitators', due to negligence on behalf of the 'client' including without limitation to third parties (including customers of the 'Client'), the client will be liable to pay, all, any or part their of costs directly from and associated with the injury or death suffered.

24.2 The 'Client' agrees that if any, all, or part their of; injury, injuries, or death is suffered by the 'Client,' including without limitation to third parties (including customers of the 'Client'), that the specific 'talent' or 'Facilitators' involved and only the specific 'Talent' and/or 'Facilitators' involved will be held liable, unless it can be unequivocally proven that other 'engaged' Talent; and/or 'facilitator/s;' and/or Green Man Productions were negligent.

24.3 Green Man Productions will endeavor to ensure a safe work environment, as per the Green Man Productions Occupation Health and Safety (OH&S) policy, however, the 'Client' agrees, based on the GMP OH&S policy to complete a risk assessment, specific to the technical and workplace specifications provided by the Green Man Productions website, prior to the execution of the 'engaged Talents' or 'Facilitators' duties.

24.4 The 'Client' agrees to indemnify Green Man Productions from any legal, financial or any other actions, in regards to; any, or all, or part their of; relating to injury or injuries or death, by the 'Client', including without limitation to third parties (including customers of the 'Client'), sustained whilst Green Man Productions is 'engaged' by the 'client', or any damage or loss of income due to injury or injuries or death whilst Green Man Productions is engaged by the 'Client,' unless it can be unequivocally proven that Green Man Productions was negligent.

25. Property

25.1 The 'Client' agrees to make every effort to provide a secure and safe storage facility for professional and personal belongings of the 'talent' and/or 'Facilitators' and agrees to inform Green Man Productions if it is not possible for such provisions to be made.

25.2 The 'Client' agrees, that if any property belonging to the 'talent' and/or 'Facilitators' is damaged, broken, stolen or lost due to negligence on behalf of the 'client' including without limitation to third parties (including customers of the 'Client'), the client will be liable to pay, all, any or part the costs directly from and associated with the property that is damaged, broken, stolen or lost.

25.3 The 'Client' agrees that if any, all, or part their of; in regards to property belonging to the 'Client', including without limitation to third parties (including

customers of the 'Client'), is damaged, lost, broken or stolen, that the specific 'talent' and/or 'Facilitators' involved and only the specific 'Talent' and/or 'Facilitators' involved will be held liable, unless it can be unequivocally proven that other 'engaged' Talent; and/or 'facilitator/s;' and/or Green Man Productions were negligent.

25.4 The 'Client; agree to indemnify Green Man Productions from any legal, financial or any other actions, in regards to; any, or all, or part their of; relating to property belonging to the 'Client', including without limitation to third parties (including customers of the 'Client'), that is damaged, lost, broken or stolen, unless it can be unequivocally proven that Green Man Productions was negligent.

26. Workplace Health and Safety

26.1 The 'Client' agrees to comply with the Workplace Health and Safety policy of Green Man Productions; and Venues used by Green Man Productions and to positively respond to any requests by Green Man Productions; the 'talent' and/or 'Facilitators' and Venues used by Green Man Productions, to rectify any Workplace Health and Safety issues or concerns that may effect, hinder, postpone or negatively impact upon Green Man productions or the 'Talents' and/or 'Facilitators' ability to fulfill and execute their (Green Man Productions, the 'Talent/s' and/or 'Facilitators') duties as set out in the booking information of the clients' booking account (My Bookings Tab) on the Green Man Productions website and the Green Man Productions Booking confirmation form.

26.2 The 'Client' agrees, prior to the commencement of the engagement, to inform Green Man Productions; the 'talent' and/or 'Facilitators' and Venues used by both Green Man Productions, of any and all Workplace Health and Safety issues that may effect, hinder, postpone or negatively impact upon Green Man Productions or the 'Talent' and/or 'Facilitators' ability to fulfill and execute their (Green Man Productions 'Talent/s' and/or 'Facilitators') duties as set out in the booking information of the clients' booking account (My Bookings Tab) and on the Green Man Productions website and the Green Man Productions Booking confirmation form.

26.3 The 'Client' acknowledges that the 'talent' and/or 'Facilitators' are also responsible to identify and undertake a risk assessment of the performance space prior to the commencement of their (the 'Talent' and/or 'Facilitators') duties and are required to inform Green Man Productions; the 'Clients' of Green Man Productions and the Venues used by both Green Man Productions and the Clients of Green Man Productions if they (the 'Talent', and/or 'Facilitators') believe it is an unsafe environment to perform their duties as stated in the booking information of the clients' booking account (My Bookings Tab) on the Green Man Productions website and the Green Man Productions Booking confirmation form.

26.4 The 'Client' agrees to indemnify Green Man Productions from any legal, financial or any other actions brought against; the 'Talent' and/or 'Facilitators,' in regards to any or all or part their of, relating to breaches of Workplace Health and Safety requirements by the 'Talent" and/or 'Facilitators' in the execution of their (the 'Talent' and/or 'Facilitators'), duties as stated in the booking information of the

clients' booking account (My Bookings Tab) on the Green Man Productions website, and the Green Man Productions Booking confirmation form, unless it can be unequivocally proven that Green Man Productions was negligent in relation to breaches of Workplace Health and Safety requirements.

27. Client's Booking Agreement

27.1 The 'Client' agrees that this contract and the booking information of the clients' booking account (My Bookings Tab) on the Green Man Productions website will take precedence over any Booking agreements put forth by the 'Client'.

27.2 In the case of any contradictions between any Booking agreements put forth by the 'Client; this contract and the booking information of the clients' booking account (My Bookings Tab) on the Green Man Productions website, whether or not Green Man Productions, agrees to or has agreed to some or all of the terms of the booking agreements put forward by the 'Client', the 'Client' Agrees that this contract and the booking information of the clients' booking account (My Bookings Tab) on the Green Man Productions website, will take precedence.

28. Terms and Conditions of Use

28.1 The Green Man Productions website ("the Site") is provided by Green Man Productions, and the use of and the services provided therein ("the Services") is governed by the following Terms and Conditions of Use (The Agreement).

28.2 Any person accessing this Site ("the User") and using the Services provided therein agrees to follow and be bound by the terms and conditions contained in this Agreement.

28.3 If the User does not wish to be bound by the terms of this Agreement the User shall immediately exit from this Site;

28.4 Green Man Productions shall retain the right to place on the site representative links to any other website where deemed appropriate.

29. The Site

29.1 This Site is subject to and protected by copyright under the Copyright Act 1968 (Cth) as amended and all rights are reserved by Green Man Productions.

29.2 Green Man Productions shall supply the Site and Services to the Users at such times and by such means as Green Man Productions from time to time decides. The Site and Services are not fault free and Green Man Productions makes no guarantees or warranties that the Site and Services will not be interrupted and the User shall be entitled only to the quality of service provided by Green Man Productions from time to time for Users generally.

30. Intellectual Property

30.1 All information, trademarks, service marks and registered trademarks or other form of intellectual property supplied to Green Man Productions by persons wishing to advertise ("the Advertisers") on this Site and displayed or appearing on this Site

are presumed to be and presumed to remain the property of the Advertisers unless otherwise negotiated.

31. No Warranty or Guarantees

31.1 Green Man Productions supplies the Site and Services on an As Is and As Available basis and gives no endorsements, representations, warranties or guarantees, whether express or implied, including but not limited to:

31.1.1 The accuracy, suitability, validity, legality and currency of information (“the Information”) contained in the Services which has been supplied by Advertisers;

31.1.2 The suitability, ownership and title, fitness for any particular purpose, merchantability, quality and type of merchandise (“the Merchandise”) displayed on the Site or advertised through the Services;

31.1.3 whether any information will be free of infection by viruses, worms, Trojan horses or any program manifesting contaminating or destructive properties; and

31.1.4 whether the information provided will be free of adult-related or other material that persons may find offensive.

31.2 All express or implied conditions or warranties, statutory or otherwise, in relation to the Site, Services and Information are to the extent to which it is legally permitted hereby expressly negatively and excluded from this Agreement

32. Exclusion of Utility of Green Man Productions

32.1 Green Man Productions provides information, publicity and promotional facilities and while all reasonable care is used in the provision of the Site and Services, Green Man Productions shall not have any liability whatsoever in contract, tort or otherwise to any party in respect of any loss or damage (including without limitation direct or consequential loss, economic loss or loss of other contracts) arising out of the provision of the Site and Services, any inaccuracy or error or omission from any part of the Site or Services or the Users inability to use the Site or Services and information contained therein.

32.2 In the event that this Agreement constitutes a supply of services to a consumer as defined in the Trade Practices Act 1974 or relevant State or Territory legislation, nothing contained in this Agreement excludes restricts or modifies any condition, warranty or other obligation where to do so would be unlawful, in such event Green Man Productions sole liability for breach of any such condition, warranty or other obligation, including any consequential loss which the User may sustain or incur shall be limited to in relation to services the supplying of the services again or the payment of the cost of having the service supplied again as Green Man Productions may elect.

32.3 The User acknowledges that Advertisers may impose additional terms and conditions governing the provision of their information to the Site and Services and that any such terms and conditions may include a disclaimer absolving such Advertisers from liability regarding information and services provided on the Site.

33. Users' Obligations

The User shall:

33.1 determine whether the information and Merchandise meets with their requirements by undertaking their own further research and inquiries;

33.2 ensure they have the legal rights to store, reproduce or otherwise make use of Information, Site and Services in the manner contemplated by the User;

33.3 isolate information, execute anti-contamination software and do all things reasonably necessary to ensure that information, if contaminated or infected, will not damage the Users systems and data;

33.4 comply with all legal requirements including but not limited to, laws relating to the areas of copyright, intellectual property, defamation, privacy and decency;

33.5 not restrict or inhibit any other User from using and enjoying the Site and Services;

33.6 not post or transmit any unlawful, threatening, abusive, libellous, defamatory, obscene, pornographic, profane, or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any local, state, national or international law;

33.7 not post or transmit any information or software which contains a virus, cancelbot, Trojan horse, worm or other harmful component
6.8 not post, publish, transmit, reproduce, distribute or in any way exploit any information, software or other material obtained through the Services for commercial purposes (other than as expressly permitted by the provider of such information, software or other material);

33.8 not upload, post publish, transmit, reproduce, or distribute in any way, Information, software or other material obtained through the Services which is protected by copyright, or other proprietary right, or derivative works with respect thereto, without obtaining permission of the copyright owner or right holder; or

33.9 Not upload, post, publish, reproduce, transmit or distribute in any way any component of the Services itself or derivative works with respect thereto.

34. Default

34.1 Green Man Productions may (without prejudice to any other right or remedy) deny the User access to all or part of the Site and Services if in Green Man Productions ' sole discretion it believes the User has or is likely to fail to observe or perform any of the provisions of this Agreement; or if Green Man Productions is of the opinion that the User has or may use the Site and Services for any unlawful or improper purpose or in a manner that may jeopardize the security or interface in the proper operation of any part of the Site or Services.

35. Waiver

35.1 If Green Man Productions shall grant to the User any extension of time or other indulgence, the same shall not in any way affect or prejudice the rights of Green Man

Productions under this Agreement except to the extent of the specific extension or indulgence.

36. Severability

36.1 All provisions of this Agreement shall be severable and no provision shall be affected by the invalidity of any other provision and in the event that some provision is construed as illegal, invalid, void or unenforceable the remaining provisions of this Agreement shall not be affected thereby and shall be interpreted and enforced as if such illegal, invalid, void or unenforceable provisions were not ever incorporated in this Agreement.

37. Governing Law

37.1 The applicable Law for the construction or interpretation of this Agreement shall be the Law of the State of Queensland or (where applicable) the Law of the Commonwealth of Australia and the parties agree to submit to the jurisdiction of the appropriate Court of that State or the Commonwealth.

38. Interpretation

38.1 In this Agreement, unless the context otherwise requires:

38.2 A reference to a person includes any other entity recognised by law and vice versa;

38.3 words importing the singular number include the plural number and vice versa:

38.4 words importing one gender include every gender

38.5 Any reference to any of the parties by their defined terms includes the Executors, administrators and/or permitted assigns of that party or, being a company, the successors and/or permitted assigns of that party;

38.6 Every agreement or undertaking by more than one person in terms of this Agreement shall bind and/or ensure for the benefit of such persons jointly and each of them severally;

38.7 headings of Clauses have been inserted for guidance only and shall not affect the construction or interpretation of any provision of This Agreement;

38.8 Where any word or phrase is given a defined meaning in this Agreement, any other part of speech or other grammatical form in respect of such word or phrase shall have a corresponding meaning;

38.9 Green Man Productions means Kurt Duval trading as Green Man Productions.