



Standard Booking Terms & Conditions

By engaging the services of Blue Avenue Entertainment for a booking you (the Purchaser) expressly acknowledge that you have read, understood and agree to be bound by the below Standard Booking Terms & Conditions (T&C's). You expressly acknowledge that Blue Avenue Entertainment will only attend and perform and provide ancillary services at the booking on the condition you have read the following T&C's.

- i) **BOOKINGS & PAYMENT TERMS:** Blue Avenue Entertainment requires a 30% deposit to be paid within 3 business days of the Deposit Invoice to confirm a booking where both parties, Blue Avenue Entertainment and Purchaser, have come to agreement regarding performance fee, location, venue, date and time. The booking will be made and is secure on the receipt of the 30% deposit or full fee for bookings made within 28 days of the booking date. Blue Avenue Entertainment will hold the agreed date and time for 3 days in anticipation of the deposit. **The deposit is non-refundable.**
- The remaining balance for all bookings is due 28 days prior to the performance date. If the full payment has not been received before the performance date the booking will not proceed and the Purchaser will be liable for 100% of the booking fee. Where Blue Avenue Entertainment does not receive from the Purchaser the full payment under the invoice 72 hours prior to the commencement of the booking, Blue Avenue Entertainment reserves the right to cancel the booking until proof of payment of the invoice has been provided to Blue Avenue Entertainment.
- ii) **CANCELLATIONS:** The Purchaser may cancel this booking in writing by email to Blue Avenue Entertainment. If the Purchaser cancels the booking within 28 days of the booking date the cancellation fee is 100% of the booking fee. Cancellation by the Purchaser more than 28 days from the booking will result in the complete loss of the deposit. For avoidance of all doubt, all deposits are non-refundable unless Blue Avenue Entertainment cancels the booking or parties agree in writing otherwise.
- iii) Rescheduling for events cancelled due to inclement weather or death or illness of the Purchaser shall be accommodated wherever possible, however Blue Avenue Entertainment is under no obligation to the Purchaser to reschedule any event. Rescheduled events are subject to availability and will result in the loss of the Deposit.
- iv) If for any reason the Blue Avenue Entertainment artist is not able to perform the booking due to illness, injury, accident, personal or otherwise unforeseen circumstance, all reasonable efforts will be made by Blue Avenue Entertainment to source a replacement artist of similar caliber and cost to the purchaser. If the replacement option offered by Blue Avenue Entertainment previously booked is at a lower fee, a partial refund may be offered to the Purchaser for the cost difference between the initial artist and the replacement. This is at the discretion of Blue Avenue Entertainment.
- v) If the replacement offered by Blue Avenue Entertainment is not approved by the Purchaser (such approval not to be unreasonably withheld), a full refund for the payment of the deposit or balance (all monies paid) will be provided to the Purchaser.
- vi) **BOOKING INCLUSION & RIDER:** The stipulations outlined in the Booking Inclusions & Rider (below) detail what is included within the booking timeframe as agreed to by Blue Avenue Entertainment and the Purchaser. The **"Meal requirement"** is to be provided at the Purchasers expense.
- vii) **OUTDOOR EVENTS:** For all outdoor performances, the Purchaser shall, at its own cost, provide or cause to be provided a marquee or overhead shelter to adequately cover and protect all Blue Avenue Entertainment's artists equipment. Blue Avenue Entertainment or the artist reserves the right to cancel the booking where the protective cover by the Purchaser' is not, in Blue Avenue Entertainment or the artists sole opinion, adequate.
- viii) **CONTRACT:** The T&C's are governed by and interpreted in accordance with the laws of the State of Victoria