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BOOKING TERMS & CONDITIONS

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1. _____ ('the School'), have approved this incursion and understand an invoice will now be issued for **full payment** to be made within 10 business days.
2. The School agrees to pay a non-refundable **30% cancellation fee** if the School cancels or changes the incursion date for a non-COVID 19 related reason. The School acknowledges *Make A Scene* will **retain 30%** for administration costs and actor fees.
3. If the School cancels an incursion/s within 5 business days of the incursion/s date, the School agrees to pay a cancellation fee equal to the **incursion/s total fee**.
4. The School agrees to pay a late payment fee equal to **10% of the total fee** if invoice is not paid by **incursion date**.
5. In the event of a COVID-19 government directed lockdown or school closure, the School agrees that *Make A Scene* will retain a 30% deposit (for actor's cancellation fees and administration) and refund the remaining fee. The School will have 12 months to reschedule the incursion using the original 30% deposit.
6. The School acknowledges that if there are less participants than originally quoted, *Make A Scene* will not refund the School for missing students. However, if there are more participants present on the day, the School agrees to inform *Make A Scene* and pay for those extra numbers within 7 days of invoice.
7. With regard to **additional resources** provided by *Make A Scene*, the School agrees not to share these resources for purposes outside the study of this unit and acknowledges that doing so is a breach of intellectual property rights and may result in legal action. The School acknowledges *Make A Scene* regularly checks logins and analytical data and if

they deem passwords have been shared beyond what has been purchased, the School agrees to pay an additional fee for the resource.

8. The School understands *Make A Scene*, including its directors, employees, agents, contractors or assigns, will not be legally responsible for any of the participants, audience or students.
9. With regard to **supervision**, the School acknowledges and agrees that a teacher and/or **legally required number of teachers must be present and actively supervising at all times** during the presentation, workshop or shows.
10. The School agrees to refrain from using laptops/digital devices or being distracted by administration or marking student work during the incursion.
11. With regard to **Photographs** and **Video Recordings**, the School agrees that **only photographs may be taken by teachers or staff members**. The School agrees not to film or video the events under any circumstances and understands that filming the events is a breach of *Make A Scene's* intellectual property rights and **may result in legal action**. The School understands this includes filming, recording or capturing the incursion on any electronic devices or otherwise. The School agrees to speak to our staff and **make an announcement at the beginning of the show to ensure filming does not occur**.
12. The School agrees that any photographs taken during the incursion are the sole property of *Make A Scene*. Should the School wish to publish any images for yearbooks/newsletters/social media or other promotional purposes, **the School agrees to obtain written permission** from *Make A Scene*.