

## TERMS & CONDITIONS

### 1. Definitions

In these Terms & Conditions ("**Terms & Conditions**");

- a) The "**Company**" means Grand Stand Events Pty Ltd ABN 81 159 102 306 trading as Grand Stand Events, and includes any of its subcontractors, servants, agents, successors and assigns.
- b) The "**Client**" means the entity whose details appear in Schedule 1 hereto, and includes any of its contractors, servants, agents, successors and assigns.
- c) The "**Services**" means the services provided by the Company to the Client pursuant to these Terms & Conditions including the designing, project managing and building of stands, exhibitions and events.
- d) The "**Company's Equipment**" means all materials, plant, vehicles and other equipment owned or in the possession or control of the Company utilised by the Company in the course of providing the Services.
- e) The "**Goods**" means all goods created, prepared or provided by the Company to the Client in the course of providing the Services.

### 2. Client's Obligations

The Client acknowledges and agrees;

- 2.1 That, for the purpose of the Company providing the Services, the Client;
  - a) Grants the Company a licence to use all logos, trademarks, website images and content and other intellectual property as may reasonably be required by the Company to provide the Services;
  - b) Will provide all such information, specifications, details and documentation as may be reasonably be requested by the Company; and
  - c) Will promptly provide all other assistance as may reasonably be required by the Company.
- 2.2 That, in relation to the Company's Equipment and/or the Goods, the Client:
  - a) Is responsible for ensuring that same is used strictly in accordance with any instructions given by the Company, and in accordance with any applicable safety information and operating procedures;
  - b) Is responsible for taking care of same when on the Client's premises or in the Client's possession or control, including but not limited to ensuring that same is kept safely and securely and protected from theft, misuse, loss or damage. The Client shall be responsible for all loss and/or damage to the Company's Equipment and/or the Goods when same is on the Client's premises or in the Client's possession or control whatsoever and howsoever arising; and
  - c) Is responsible for ensuring that the Company's Equipment is returned to the Company in the same good working order in which it is made available by the Company.

### 3. Invoicing and Payment

- 3.1 The Company shall charge fees in accordance with Schedule 2 hereto (the "**Fees**").
- 3.2 The Company may, in its absolute discretion, issue an invoice or invoices for the Fees in any one or more of the following ways;
  - a) Prior to commencing provision of the Services, for the full amount of the Fees;
  - b) Prior to commencing provision of the Services, for a deposit towards the Fees with the balance of the Fees due in accordance with the remainder of this clause;
  - c) At such intervals and in such proportions before the provision of the Services is complete as the Company considers appropriate; or
  - d) Upon completion of the provision of the Services or any time thereafter, for the full amount of the Fees or the balance of the Fees outstanding.
- 3.3 The Client agrees to pay all amounts due in clear funds no later than seven (7) days from the date of an invoice being issued.
- 3.4 The Client acknowledges that the Company will incur time and cost in relation to providing the Services from the date these Terms & Conditions are entered into, and is entitled to be paid all amounts due as per any invoice(s) issued, notwithstanding that the Client may not yet have received the Services.
- 3.5 The Client agrees that if it fails to make payment in accordance with this clause, the Company is entitled to;
  - a) Immediately terminate these Terms & Conditions;
  - b) Immediately repossess all items of the Company's Equipment and any Goods to which title has not passed;
  - c) Charge interest on all amounts outstanding at the rate of 10% per annum; and

- d) Recover all costs and expenses incurred in trying to obtain payment of amounts outstanding, including legal costs on an indemnity basis.

#### 4. Default and Access

- 4.1 If the Client fails to make payment in accordance with clause 3, or otherwise breaches these Terms & Conditions and fails to rectify such breach within seven (7) days after being given notice to do so, then the Client will be in default.
- 4.2 The Client agrees to indemnify and hold the Company harmless for all loss and damage incurred directly or indirectly as a result of any such breach, including any legal costs incurred on an indemnity basis.
- 4.3 The Client irrevocably permits the Company or any person authorised by the Company in writing, upon giving reasonable notice, to enter the Client's premises or premises where the Company's Equipment and/or the Goods is reasonably believed by the Company to be held on the Client's behalf for the purpose of examining or recovering the Company's Equipment and/or Goods.
- 4.4 The Client agrees to indemnify and hold the Company harmless for costs of removal, enforcement and any legal action in respect of the examination and/or recovery of the Company's Equipment and/or Goods on an indemnity basis.

#### 5. Retention of Title

- 5.1 The Client agrees that legal and equitable title to the Company's Equipment remains with the Company at all times. The Client acknowledges and agrees that they;
  - a) Hold the Company's Equipment as the bailee and agent of the Company;
  - b) Must not create or allow to be created any security interest or any other form of encumbrance over the Company's Equipment which is inconsistent with the Company's title to the Company's Equipment; and
  - c) May not claim any lien or interest in the Company's Equipment to secure any liquidated or unliquidated debt or obligation that the Company is alleged to owe to the Client.
- 5.2 The Client agrees that legal and equitable title to the Goods remains with the Company until the Client has made full payment of all monies owing to the Company in accordance with these Terms & Conditions.

#### 6. Personal Property Securities Register

- 6.1 The Client consents to the Company affecting and maintaining a registration pursuant to the Personal Property Securities Act 2009 ("PPSA") in any manner it considers appropriate in relation to any security interest it has or is contemplated and the Client agrees to sign any document and provide all assistance and information to the Company which may be required to facilitate the registration and maintenance of any security interest.
- 6.2 The Client waives any right they may have to receive notice of a verification statement in relation to any registration on the register of a security interest in respect of the Company's Equipment and/or the Goods.
- 6.3 The Client undertakes to do anything (in each case, including executing any new document or providing any information) that is required by the Company;
  - a) So that the Company acquires and maintains one or more perfected security interests under the PPSA in respect of the Company's Equipment and/or the Goods; and
  - b) To ensure that the Company's security position, and rights and obligations, are not adversely affected by the PPSA.

#### 7. Insurance

The Client shall be responsible for taking out comprehensive insurance, at its cost, appropriate to its use of the Company's Equipment and/or the Goods.

#### 8. Storage of the Goods

- 8.1 Following completion of the provision of the Services, the Company may agree to store the Goods upon request by the Client and if so, at the rate specified in Schedule 2 hereto.
- 8.2 The Goods shall be stored at the Client's risk and the Client acknowledges and agrees that the Goods will not be insured by the Company during the period of storage. The Client acknowledges and agrees that it is responsible for taking out its own insurance cover as it considers appropriate.
- 8.3 Freight costs in relation to the storage of the Goods shall be borne by the Client.
- 8.4 The Company may terminate the agreement to store the Goods upon giving the Client fourteen (14) days notice in writing.

#### 9. Limitation of Liability

- 9.1 To the maximum extent permitted by law, the Company shall not be liable to the Client or any third party under any circumstances for any loss of profit, interruption to business, injury or death to any person, or for any indirect, incidental or consequential loss and damage sustained or incurred by the Client, whether such liability arises directly or indirectly as a result of;
  - a) Any breach by the Company of its obligations under these Terms & Conditions; or

- b) The supply, performance or use of any goods or services; or
- c) Any negligent act or omission or wilful misconduct on the part of the Company.

9.2 The Client shall fully and completely indemnify the Company in respect of all claims, actions, demands, suits, loss and/or damages sustained by any person or party whatsoever for injury to any person(s) and/or property caused by or in connection with or arising out of the Company providing Services to the Client or in the carrying out of these Terms & Conditions whether caused by any negligent act or omission or wilful misconduct on the part of the Company or otherwise, and in respect of all costs and charges in connection therewith whether arising under statute or common law.

#### **10. Warranties**

All warranties and conditions which may by law be excluded are expressly excluded. Where such warranties or conditions cannot be excluded, modified or restricted, the Company's liability will be limited, at its option, to;

- a) In the case of goods: the repair of the goods, the replacement of the goods or resupply of equivalent goods, or payment of the reasonable cost of repairing the goods.
- b) In the case of services – the resupply of the services, or payment of the reasonable cost of resupplying the services.

#### **11. Amendment**

The Company reserves the right to amend these Terms & Conditions by giving the Client fourteen (14) days notice in writing.

#### **12. Severance and Waiver**

12.1 If any part of these Terms & Conditions is found to be void, unlawful or unenforceable then that part will be deemed to be severed from the Terms & Conditions and the severed part will not affect the validity and enforceability of any remaining provisions.

12.2 Any failure by the Company to enforce any of the provisions of these Terms & Conditions shall not be construed as a waiver of such provision or any other provision hereof unless expressly in writing and signed by an authorised representative of the Company.

#### **13. Entire Agreement**

These Terms & Conditions supersede all prior agreements, arrangements or understandings (whether written or verbal) between the parties with respect to the subject matter of these Terms & Conditions.

#### **14. Jurisdiction**

These Terms & Conditions shall be deemed to have been made in New South Wales and shall be interpreted in accordance with the laws of New South Wales, Australia.

#### **15. Electronic Transactions**

For the purposes of Sections 9 and 10 of the Commonwealth of Australia Electronic Transactions Act 1999 and for the purposes of Sections 8 and 9 of the New South Wales Electronic Transactions Act 2000, the parties consent and agree to the following;

- a) Any notice required or permitted to be given in writing pursuant to these Terms & Conditions can be given electronically provided that it complies with the relevant sections of whichever of the above Act(s) is applicable.
- b) Any signature of a party, or given on behalf of a party, to these Terms & Conditions and required or permitted for the purpose of rendering same binding on behalf of a party to these Terms & Conditions can be given electronically provided that it complies with the relevant sections of whichever of the above Act(s) is applicable.



**16. Execution**

I/we have read and understood, and agree to be bound by, these Terms & Conditions. I/we warrant that I/we have the authority to enter into these Terms & Conditions on behalf of the Client named in Schedule 1 hereto.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Position (if applicable)

\_\_\_\_\_  
Position (if applicable)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**SCHEDULE 1 - CLIENT DETAILS**

|                                      |                           |                           |                       |
|--------------------------------------|---------------------------|---------------------------|-----------------------|
| <b>Business Type:</b><br>Please tick | <b>Sole Trader</b> (    ) | <b>Partnership</b> (    ) | <b>Company</b> (    ) |
| <b>Client: (Full Name/s)</b>         |                           |                           |                       |
| <b>ABN/ACN:</b>                      |                           |                           |                       |
| <b>Trading Name:</b>                 |                           |                           |                       |
| <b>Trading Address:</b>              |                           |                           |                       |
|                                      |                           |                           |                       |
| <b>Postal Address:</b>               |                           |                           |                       |
|                                      |                           |                           |                       |
| <b>Phone:</b>                        |                           | <b>Mobile:</b>            |                       |
| <b>Email:</b>                        |                           |                           |                       |
| <b>Owner / Director Name</b>         |                           |                           |                       |
| <b>Address:</b>                      |                           |                           |                       |
|                                      |                           |                           |                       |
| <b>Phone:</b>                        |                           | <b>Mobile:</b>            |                       |
| <b>Email:</b>                        |                           |                           |                       |
| <b>Owner / Director Name</b>         |                           |                           |                       |
| <b>Address:</b>                      |                           |                           |                       |
|                                      |                           |                           |                       |
| <b>Phone:</b>                        |                           | <b>Mobile:</b>            |                       |
| <b>Email:</b>                        |                           |                           |                       |

**SCHEDULE 2 - FEES**

|   |   |
|---|---|
| <b>Quotation Number:</b>                                |   |
| <b>Description of Fees to be charged, see clause 2:</b> |   |
| <b>Storage fees if applicable, see clause 8:</b>        | \$9.90 per pallet per week (Pallet size 1200x1200x1200mm) |