



/// The Events Agency
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ABN - 43 169 889 909

/// Standard Trading Terms and Conditions

These standard terms and conditions apply to the provision of services or hire of equipment from The Events Agency Group (TEA) to You.

If You make an order which is accepted by TEA or if You accept a quote or proposal for equipment or services offered by TEA including procurement contracts then these terms and conditions will apply and will form part of the contract between You and TEA.

1. Definitions

In these Standard Terms and Conditions the following words and phrases have the following meanings:

- 1.1 'Contract' means all aspects of the legally binding arrangement between TEA and You for hiring of Equipment or the provision of Services, the terms and conditions of which contract may be derived from orders, quotations, correspondence, verbal communication or by conduct of a party to the contract, together with these standard terms and conditions and any special conditions and any other terms, conditions and warranties express or implied.
- 1.2 'Day' means a period of 24 hours.
- 1.3 'Delivery' means delivery of equipment to You or your employees, servants or agents, or collection by You or Your employees, servants or agents of Equipment from TEA.
- 1.4 'Equipment' means collectively, the items described in any order from You to TEA or in an quote from TEA to You (including all necessary components and accessories not specifically listed, and any software required to operate Equipment) and separately, each individual item so described.
- 1.5 'Event' means the activity for which the equipment and/or the services are being provided.
- 1.6 'Hire Fee' means the fee (exclusive of GST) which You have agreed to pay TEA under the Contract for the hire of Equipment and/or the provision of Services.
- 1.7 'Party' means TEA and You and any other individual or entity which is also a party to a Contract between TEA and You. The term 'Party' includes a Party's successors, trustees and assigns.
- 1.8 'Period of Hire' means the period for which the equipment is hired under the Contract.
- 1.9 'Return' means the return by You or your employees, servants or agents of Equipment to TEA, or collection by TEA of Equipment from You or Your employees, servants or agents.
- 1.10 'Services' means the provision of labour and human services by TEA (and its employees, agents and lawful contractors) including but not limited to help and assistance by way of the provision of advice and expertise.
- 1.11 'Special Conditions' means any special conditions in an order or quote or agreed in writing between the Parties.
- 1.12 'The Events Agency Group' or the abbreviation 'TEA' means Pty Ltd ABN 43 169 889 909 (PM9 Events + Activations trading as The Events Agency Group).
- 1.13 'You' and 'Your' means the person or entity entering into an agreement with TEA with respect to the hiring of equipment or provision of services by TEA.

2. Contract

- 2.1 A binding Contract between the Parties is formed when:
 - 2.1.1 You or Your employee, servant or agent accepts a quote or proposal from TEA, either verbally or in writing;
 - 2.1.2 TEA accepts, either verbally or in writing, an order from You, your employee, servant or agent;
 - 2.1.3 You accept delivery of Equipment from TEA; or
 - 2.1.4 Services are performed for You by or on behalf of TEA.

3. Payment

- 3.1 Unless otherwise specified in writing You will pay the Hire or Service Fee (plus GST) to TEA in cash at the time the Contract is made.
- 3.2 TEA may, by arrangement with You in writing, permit a variation of the terms of payment set out in the preceding clause.
- 3.3 An alternate method of payment may be agreed between You and TEA, including but not limited to cheque, credit, direct debit or bank transfer.
- 3.4 If You do not make a payment or part payment due under a Contract between You and TEA, TEA may charge interest on all outstanding amounts at the rate of the lesser of the maximum amount permitted by law or 15% per annum calculated daily. The parties agree that such interest is not a penalty but a true measure of the damages incurred by TEA as a result of late payment by You.
- 3.5 Where TEA has quoted external supplier costs for the purpose of an event, it is expected these are costs You will pay direct. Payment through TEA may incur further administration and accounts fees.
- 3.6 TEA may terminate this Agreement:
 - 3.6.1 In the event of monies payable being outstanding for more than 30 days from the date of invoice or as otherwise specified by TEA; or
 - 3.6.2 In the event of substantial breach of obligations hereunder, which breach has not been remedied within 30 days of written notice from TEA requiring the breach to be remedied; or
 - 3.6.3 For any or no reason upon giving you thirty (30) days written notice of his intention to do so.
- 3.7 In the event of termination by either party pursuant to Clauses 3.5 and 3.6, TEA shall be entitled to be paid for that part of the Services rendered up to the time of termination and shall be entitled to an additional payment representing its reasonable profit lost in not completing the Services.
- 3.8 TEA may suspend provision of the Services upon any payment being due and unpaid by You until such payment is made or the Agreement is terminated.

4. Equipment

- 4.1 The Equipment will at all times remain the property of TEA. You will have no legal, beneficial or equitable interest in the Equipment or any part of it. Your possession of the Equipment under the Contract will be as a bailee for the period of the Contract and/or until return of the Equipment by You to TEA.
- 4.2 Upon delivery or pick-up the Equipment may be inspected by You. It is your responsibility, immediately following delivery or pick-up, to notify TEA of any problems with the Equipment or Services.
- 4.3 If no problems are notified to TEA within 24 hours of delivery You are deemed to have accepted the Equipment and Services.
- 4.4 TEA is not responsible for any act or omission in relation to the use of the Equipment by You or your employees, agents, guests, clients or contractors or any other person or entity who uses the Equipment while it is the subject of a Contract between You and TEA.
- 4.5 While You have the Equipment as bailee, in addition to all duties imposed by law, from delivery or pick-up to return, You will:
 - 4.5.1 At all times exercise all reasonable care, skill and diligence in the use of the Equipment in accordance with manufacturer's guidelines, manuals and specifications and in accordance with any instructions provided by TEA;
 - 4.5.2 Maintain all Equipment in good order and full working condition;
 - 4.5.3 Return all Equipment to TEA in good order and full working condition at the expiration of the period of hire;
 - 4.5.4 Not tamper or interfere with, or repair or attempt to repair any of the Equipment;
 - 4.5.5 Indemnify TEA for accidental loss or damage to any of the Equipment;
 - 4.5.6 Indemnify TEA for loss or damage to any of the Equipment occasioned by theft, malicious damage or other unlawful act;
 - 4.5.7 Not part with the Equipment or deal with the Equipment in any manner that is inconsistent with TEA's ownership of the Equipment;
 - 4.5.8 Keep the Equipment safe and secure at all times;

- 4.5.9 Not remove or deface any label, serial numbers or other marks identifying the Equipment or TEA's ownership of the Equipment;
- 4.6 If the Equipment or any part of it is lost, stolen or damaged during the period of hire, in circumstances where You bear responsibility under the Contract, You will pay TEA:
- 4.6.1 The costs and expenses of replacing all lost or stolen equipment (if the Equipment cannot be replaced with identical equipment then the costs and expenses of a suitable substitute);
- 4.6.2 The costs and expenses of repairing damaged Equipment;
- 4.6.3 The costs and expenses of replacing Equipment, which in the opinion of TEA, is damaged beyond repair (if the Equipment cannot be replaced with identical equipment then the costs and expenses of a suitable substitute).
- 4.6.4 Indirect or consequential losses caused by the loss or damage to the Equipment; from the end of the hire period until repair or replacement of the Equipment.
- 4.6.5 You will indemnify TEA for any other liability, loss or cost that TEA may sustain by reason of TEA being unable to meet other contractual obligations to supply the Equipment to any other person or entity.
- 4.7 If You fail to return the Equipment to TEA in accordance with the due dates in the Contract You will be in continuing breach of contract until You return the Equipment and You will be charged accordingly.

5. Services

- 5.1 In providing the Services, TEA shall exercise the degree of skill, care and diligence normally exercised by Event Consultants in similar circumstances.
- 5.2 Where TEA provides Services to You it is a condition of the Contract that You will;
- 5.2.1 Ensure that TEA and its employee has access at all reasonable times to all venues and places where Service are to be provided and Equipment installed or used;
- 5.2.2 Do all things necessary to discharge Your and TEA's obligations under all applicable law and regulation with respect to occupational health and safety at all venues and places where Service are to be provided and Equipment installed or used;
- 5.2.3 Ensure that any venue or place where Services are being provided are suitable for the activity intended and that all necessary approvals have been obtained from the owners of any place or venue, and from all relevant local, State or Commonwealth authorities.
- 5.3 You will ensure that any place or venue where Services are to be provided and Equipment installed or used is safe for the services to be provided and for the installation and use of Equipment.

6. Weather

- 6.1 Equipment provided by TEA or hired has been designed primarily for Indoor use, though some can be used outside in fine conditions. Due to the nature of the equipment, significant damage may occur if the Equipment is exposed to wet conditions. If an outdoor setting is planned but weather conditions are not suitable for the Equipment (eg. Pending wet weather, rain or strong wind etc) then an alternative location needs to be arranged for set-up.
- 6.2 Throughout the hire period, the Hirer is liable for any damage which is caused to the Equipment and therefore has the responsibility to relocate the Equipment out of the weather to avoid any damage.
- 6.3 Events managed by TEA will have a 'weather management plan' in place, and by entering into any contract agree to the implementation of the appropriate plan.
- 6.4 Weather is out of control of TEA and as such, TEA cannot be held responsible for costs associated with weather related postponements or cancellations. TEA strongly recommends 'rain protection' insurance or 'event cancellation' insurance to mitigate risk associated with severe weather events and your activity/event. TEA cannot refund for cancellations due to inclement weather. Where a 'rain guarantee' or 'event cancellation' insurance has been purchased and correct notice has been provided, a postponed event may be rescheduled in certain circumstances, as long as supporting suppliers are available and willing, and are conducted within a 6 month period

of the originally booked event date. Costs already incurred through the original hire or service will be applied 'in addition to' new costs associated with the new event or rental of equipment.

7. Variation & Amendments

- 7.1 In order to vary any details of the Confirmation, You must notify TEA in writing as soon as possible. TEA shall endeavour to make any required changes and any additional costs thereby incurred shall be invoiced to You.
- 7.2 If, due to circumstances beyond TEA's control, it has to make any change in the arrangements relating to the Confirmation it shall notify You forthwith. TEA shall endeavour to keep such changes to a minimum and shall seek to offer You arrangements as close to the original as is reasonably possible in the circumstances.
- 7.3 TEA reserves the right to do the following:
- 7.3.1 amend any accidental error or omission in a Quotation;
- 7.3.2 amend any Quotation in order to reflect a change in the circumstances beyond the reasonable control of TEA;
- 7.3.3 vary its schedule of charges from time to time.

8. Sub-Contracting

- 8.1 TEA reserves the right to sub-contract the performance of any of its obligations under this Agreement without the prior written consent of You. Where TEA subcontracts the performance of any of its obligations under this Agreement to any person, TEA shall be responsible for the acts or omissions as if it were an act or omission of TEA itself.

9. Cancellation & Postponement

- 9.1 TEA may charge you a cancellation or postponement fee if You seek to cancel or postpone all or part of an order by You accepted by TEA or to vary the scope of the supply of Equipment or Service as per a quote provided to you by TEA and accepted by you.
- 9.2 Any cancellation or postponement fee will be calculated by TEA on the basis of a reasonable calculation the costs and expenses TEA has incurred with respect to the cancellation and/or variation. You are also liable for additional cancellation or postponement fees by third parties accepted on Your behalf as part of the hire or provision of services.
- 9.3 Cancellation and postponement fees are not included within any normal hire of equipment or services. Should either of these events occur, the additional work incurred by TEA will be charged at additional rates (based on time applied and any direct costs). This includes possible rebooking fees/costs, unplanned additional event management time, negotiation fees, sponsorship service costs and changes, plus any act/service associated with cancellation or postponement of the event or hire.
- 9.4 TEA reserve the right to cancel an event or hire before or during an event should conditions be deemed too hazardous, risking the safety of patrons, staff, volunteers, or equipment. Similarly, if the event becomes 'unfit' i.e. crowd behaviour or other unforeseen reasons, TEA retain the right to cancel without prior notification or financial penalty. In the unlikely event that equipment malfunction occurs, TEA will work towards a replacement hire at a later date. TEA will not be liable for any losses or expenses caused by this. This includes advertising costs, ticket sales, insurances, event costs, and all other associated costs.

10. Insurances

- 10.1 TEA recommend that separate "event" insurance be considered by You to cover against such eventualities as inclement weather, theft, equipment failure, postponement, cancellation and any other unforeseen incidents.

11. Liability

- 11.1 Where an Event is cancelled or terminated due to reasons which are outside TEA's reasonable control, TEA shall be entitled to retain from You any sums hitherto received or which may still be due to TEA hereunder such costs, expenses and disbursements which it has incurred or for which it shall or may be liable in connection with the Event and such contribution to the TEA's overhead as shall be reasonable and shall return any balance to the Client. TEA may, but shall not be obliged to, take such steps as it shall in its discretion consider reasonable to

obtain reimbursement of any such costs and expenses and shall subject to deduction of costs incurred in connection therewith reimburse any sums so recovered to the clients.

- 11.2 Where such cancellation or termination occurs due to reasons which are within TEA's reasonable control, TEA shall refund to the Client any deposit received.
- 11.3 Except in respect of death or personal injury caused by TEA's negligence, TEA will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under express terms of this contract, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by TEA's servants or agents or otherwise) in connection with the performance of this contract or with the use by You of the services supplied in connection with the Contract.
- 11.4 You agree to indemnify TEA against all damages, costs, claims and expenses suffered by it arising from loss or damage to any equipment (including that of third parties) caused by You, or Your agents, volunteers or employees.
- 11.5 TEA shall not be liable to You or be deemed to be in breach of these terms and conditions by reason of any delay in performing, or any failure to perform, any of TEA's obligations if the delay or failure was due to any cause beyond TEA's reasonable control. This includes any refusal by You or associated suppliers to follow directions and guidance provided by TEA.

12. Default

- 12.1 You will be 'in Default' if:
- 12.1.1 You breach a condition of the Contract;
- 12.1.2 You fail to carry out your obligations under the Contract and fail to remedy the same within 7 days of being requested by TEA to do so;
- 12.1.3 You are a corporation and are insolvent, wound up, or enter into compulsory or voluntary liquidation, or have an administrator or manager appointed;
- 12.1.4 You are a natural person and become insolvent or commit an act of bankruptcy or are declared bankrupt.
- 12.2 If You are 'in Default' TEA may terminate the Contract.
- 12.3 If You are 'in Default' TEA may enter any place or venue where Equipment may be located and take possession of the Equipment. You agree to permit such access and to not make any claim or bring any action against TEA as a result of any such re-possession of Equipment. You agree to indemnify TEA against any liability, loss, expense or cost arising from such re-possession.

13. Warranties, Limits and Exclusions

- 13.1 TEA gives no warranty express or implied with respect to the Equipment or the Services except for those which cannot be legally excluded.
- 13.2 Except as expressly provided by law, TEA will not be liable, whether in contract, tort or otherwise, for any loss, damage or injury of any kind or nature sustained by You or your partners, employees, servants, agents or contractors, which is in any way attributable to the Equipment or the Services, its installation or use, except where loss, damage or injury is attributable to a negligent act or omission, gross negligence, recklessness or wilful misconduct on the part of TEA, its employees, agents, or contractors.

14. Indemnity

- 14.1 To the extent permitted by law You indemnify TEA and its employees, agents and contractors against any claim or allegation made against TEA, its employees, agents and contractor by any person in connection with any liability and/or arising out of or in relation to the supply of Equipment or the provision of Services.

15. Severability

- 15.1 If any provision of a Contract between TEA and You is illegal, invalid or unenforceable:
- 15.1.1 But that by limiting the provision it would become valid and enforceable then the provision will be deemed to be so limited; and
- 15.1.2 The parties agree that if the provision cannot be so limited then it may be severed from the Contract and such

illegality, invalidity or unenforceability will not affect any other provision of the Contract.

16. Force Majeure

- 16.1 TEA will not be liable for any failure to perform any of its obligations under a Contract between TEA and You if such failure is directly or indirectly a result of an occurrence or event beyond its control which TEA could not reasonably have evaded through the exercise of due care and attention. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond TEA's reasonable control:-
- 16.1.1 act of God, explosion, earthquake, flood, landslide, tempest, fire or accident, epidemic or pandemic, lightning and or cyclone;
- 16.1.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;
- 16.1.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- 16.1.4 import or export regulations or embargoes;
- 16.1.5 strikes, lock-outs, or other industrial actions or trade disputes (whether involving employees of either the Company or the Client or of a third party);
- 16.1.6 difficulties in obtaining raw materials, labour, fuel, part or machinery;
- 16.1.7 power failure or breakdown in machinery.

17. Copyright

- 17.1 Copyright in all reports, drawings, management plans and other documents prepared by TEA in connection with the Event or Hire of Services shall remain the property of TEA. No part of works completed can be reproduced or copied in any form or by any means (graphic, electronic, or mechanical including photocopying, recording by taping, or information retrieval systems) without written permission of TEA. The Client shall have a licence to use documents for the purpose of completing the Event, but the Client shall not use, or make copies of, such documents for use with any other project. TEA reserves the right to take such actions as may be appropriate to restrain or prevent infringement of such copyright.
- 17.2 Your use of TEA services constitutes your acceptance to include the works and relationship, including any imagery taken at the event, on TEA communication channels, including but not limited to, TEA website, social media, emails, event documentation and other forms as may be assigned.

18. Jurisdiction

- 18.1 These terms and conditions and any Contract made between TEA and You is governed by and must be construed according to the laws applying in the State of Queensland.
- 18.2 The parties submit to the jurisdiction of the Courts of the State of Queensland.
- 18.3 Each party irrevocably waives any objection to the venue for the hearing of any legal proceedings arising from the Contract being the Court of the State of Queensland.
- 18.4 Any right a party might have to claim damages is extinguished unless action is commenced within 6 months of the date of return to TEA by You of Equipment or the date of the completion of the provision of Services by TEA to You.