



ExpoTas

EXHIBITION SERVICES

COST ESTIMATE MAGN00100001-2

ExpoTas
2/1 Patriarch Drive
Huntingfield TAS 7055
P: 0418 188 377 E: rod@expotas.com.au
ABN: 74 894 803 691



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ExpoTas Terms & Conditions

ExpoTas is an Event Staging business that provides personnel to set up and operate the hired equipment. The equipment is owned by ExpoTas. ExpoTas provides Personnel and the hire of the Equipment in accordance with the following terms and conditions.

1. Dictionary

1.1 In these terms and conditions unless the contrary intention appears these definitions apply:

- (a) **Business Day** means any day in Tasmania except a Saturday, Sunday or a Public Holiday.
- (b) **Corporations Act** means the **Corporations Act 2001 (Cth) as amended from time to time.**
- (c) **Cost Estimate** means the document describing the Services and or Equipment to be provided by ExpoTas.
- (d) **Equipment** means all equipment and peripherals listed on the Cost Estimate included all associated components not listed.
- (e) **Event** means the event specified in the Costs Estimate.
- (f) **Fees** mean the fees and charges for the hire of Equipment and Staff specified in the Cost Estimate.
- (g) **GST** means any goods and services tax, value added tax or other like tax.
- (h) **GST Law** has the meaning given to that term in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- (i) **Location** means the location of the Event specified in the Cost Estimate.
- (j) **ExpoTas, we, us** means the ExpoTas
- (k) **Security Deposit** means the deposit specified in the Cost Estimate.
- (l) **Services** means delivery and or set-up and or operation and or return of Equipment.
- (m) **Personnel** mean the number of ExpoTas Staff specific in the Cost Estimate.
- (n) **Term** means the term specified in the Cost Estimate.
- (o) **You** means the client specified in the Cost Estimate.
- (o) **Your Order** means your request for Equipment hire and / or Services.

1.2 In these terms and conditions the following rules of interpretation apply unless the contrary intention appears:

- (a) **Headings are for convenience only and do not affect the interpretation of these terms and conditions.**
- (b) **The singular includes the plural and vice versa.**
- (c) **Where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.**
- (d) **The words "such as", "including", "particularly" and similar expressions are not used as nor are intended to be interpreted as words of limitation.**
- (e) **A reference to:**
 - (i) **a person includes a natural person, partnership, joint venture, government agency, association, corporation or other body corporate;**
 - (ii) **a thing (including but not limited to a chose in action or other right) includes a part of that thing;**
 - (iii) **a party includes its successors and permitted assigns;**
 - (iv) **a document includes all amendments or supplements to that document;**
 - (v) **a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to these terms and conditions;**
 - (vi) **a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity and is a reference to that law as amended, consolidated or replaced; and**
 - (vii) **a monetary amount is in Australian dollars.**
- (f) **When the day on which something must be done is not a Business Day, that thing must be done on the preceding Business Day.**
- (g) **No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of these terms and conditions or any part of it.**



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EXHIBITION SERVICES

COST ESTIMATE MAGN00100001-2

2. Contract

- (a) You may send us Your Order by email, phone, fax, mail or in person.
- (b) ExpoTas will provide You with a Cost Estimate in response to Your Order confirming availability (or otherwise) of the Services and or Equipment to be supplied to You and stating the Fees that apply. We will also provide You with a set of these terms and conditions.
- (c) The Cost Estimate is open for acceptance within the period stated, however if no such period is stated then within 30 days of the date of the Cost Estimate being provided to You.
- (d) The contract between us will be formed when You accept the Cost Estimate which includes these terms and conditions (“the Contract”).
- (e) The Cost Estimate is deemed to be accepted by You when any of the following occur:
 - (i) You advise us in writing, email or fax that you accept the Cost Estimate; or
 - (ii) You provide a purchase order; or
 - (iii) You use the Equipment; or
 - (iv) You use the Services.
- (f) These terms and conditions shall prevail over all other conditions, (including Your Order and or confirmation conditions) and will only be waived or amended if we agree to the changes in writing.
- (g) If you are entering into this Contract on behalf of a business or organisation you confirm that you have the necessary authority to enter into this Contract on behalf of that business or organisation, and that you indemnify us against all losses and expense which may be incurred if this is not the case.
- (h) ExpoTas reserves the right to decline some or all of Your Order, for any reason.

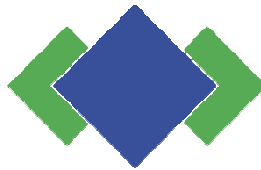
3. Hire Period & Term

- (a) We agree to provide the Services and Equipment hire to You during the Term.
- (b) The Hire Period commences when:
 - (i) We deliver the Equipment to the Location;
 - (ii) You pick up the Equipment.
- (c) The Hire Period ends when the Equipment is returned to Us.
- (d) Unless otherwise stated in the Cost Estimate the Equipment at all times remains the property of ExpoTas.
- (e) We may ask for a Security Deposit prior to the event day with the balance within the allowed time frame which will be specified in the Tax Invoice.

4. Service and Equipment Charges

- (a) The Fees are specified in the Cost Estimate. The Cost Estimate will specify the date the Fees start from and the period the Fees cover.
- (b) Equipment that is hired to you without Personnel will be returned by you, at your cost, at the time and to ExpoTas as specified in the Cost Estimate. Equipment should be return clean and in good working condition.
- (c) You agree to reimburse ExpoTas for all costs in connection with cleaning, repairing or replacing Equipment not returned in clean and good working condition and will also be liable for Fees at the daily rate shown in the Cost Estimate for the period of such repair, cleaning or replacement.
- (d) ExpoTas will impose additional Fees as specified in the Cost Estimate for the period in which any item of Equipment is not available for use by our other customers because of Your breach of these terms and conditions.
- (e) We may ask for a Security Deposit prior to the event day with the balance within the allowed time frame which will be specified in the Tax Invoice. Where we have taken a Security Deposit we will use the whole or part of this in order Security Deposit to reduce any liability you have to us in relation to the provision of the Services and or Equipment.

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COST ESTIMATE MAGN00100001-2

5. Payments

- (a) At our discretion we may allow payment of the Fees to be Cash on Delivery or within a 7, 14 or 30 day time frame which we will nominate in the Tax Invoice
- (b) ExpoTas accepts payment by cash, credit card, cheque or via Bank transfer. Surcharges may apply, which are disclosed in the Tax Invoice.
- (c) Where any payment is not made by the date specified in the Tax Invoice we shall be entitled to charge reasonable collection fees and interest on the outstanding amount/s as disclosed in the Tax Invoice.
- (d) Any amount payable under this Agreement is exclusive of GST. We will issue You with a Tax Invoice for the payment of the Fees.
- (e) If GST is or becomes payable on a Supply (as defined in the GST Law) made under or in connection with this Agreement, an additional amount is payable by the party providing Consideration for the Supply equal to the amount of GST payable on that Supply as calculated by the party making the Supply in accordance with the GST Law.
- (f) Despite any other provision in these terms and conditions, if an amount payable under or in connection with these terms and conditions (whether by way of reimbursement, indemnity or otherwise) is calculated by reference to an amount incurred by a party, whether by way of cost, expense, outlay, disbursement or otherwise, the amount payable must be reduced by the amount of any Input Tax Credit (as defined in the GST Law) to which that party, or a related party, is entitled in respect of that amount incurred.

6. Delivery & Risk

- (a) Equipment will be delivered to You in good working order to the Location. Unless we receive written notice from You to the contrary within 24 hours of delivery, You agree that the Equipment is in good working order.
- (b) Our estimated time for delivery will be stated in the Cost Estimate. We endeavour to deliver by the estimated time but occasionally delays will occur. We will not be liable for any loss, damage, or expense resulting from any delay or failure to deliver within such estimated timescales.
- (c) The risk in the Equipment will pass to You upon delivery to the Location or if You choose to pick up the Equipment from us, at the time of pick up.
- (d) When picking up the Equipment from us You should ensure that You have suitable transport for the Equipment. We reserve the right to refuse to give you the Equipment if in our reasonable opinion you have not made appropriate arrangements for safe and lawful transport of the Equipment.

7. Set-up

- (a) ExpoTas may wish to carry out a site inspection to better plan the Set-up of the Event and You agree to allow us such access as we reasonably require for this purpose.
- (b) If we are delayed or unable to carry out Set-up because of Your error fault on Your part or the Location's error or fault, we reserve the right to charge for our time at the Fees specified in the Cost Estimate.

8. Force Majeure

Notwithstanding any provision of these terms and conditions, if, due to any event beyond our control including, but not limited to, war, national emergency, flood, fire, earthquake, cyclone or other natural catastrophe, import or export embargo, boycott, strike or lock-out, or telecommunications, power or other utility failure, we are unable to fulfill our obligations, we will not be held responsible for any loss or damage which may be incurred by You as a direct or indirect result of such failure.

9. Cancellation

- (a) Cancellation of the Contract may be made up to 2 Business Days prior to the first Event date on the Cost Estimate.

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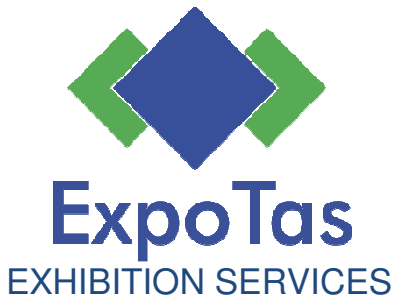
- (b) Cancellation of the contract inside 2 Business Days prior to the first Event date may incur charges at the discretion of ExpoTas.
- (c) You will not be entitled to cancel the Contract once the Service and or Equipment has been uplifted or delivered, unless ExpoTas agree to such cancellation in writing.
- (d) ExpoTas reserves the right to charge cancellation fees and or out of pocket expenses already incurred relating to the cancelled contract.

10. Your responsibilities

- (a) You will make all reasonable efforts to ensure that the Equipment is not damaged or misused during the period of hire specified on the Cost Estimate.
- (b) You shall not sell or attempt to sell or otherwise dispose of the Equipment.
- (c) You shall reimburse ExpoTas for all costs in connection with repairing or replacing any Equipment not returned in good condition.
- (d) You shall be responsible for the security of the Equipment for the period stated on the Cost Estimate. This includes 24 hour security of the Equipment at the event location.
- (e) You shall pay us the full retail cost of any Equipment which is lost stolen or damaged beyond repair (which will be determined at our discretion).
- (f) You agree to pay the full daily rate for all items of Equipment which require to be replaced or repaired until such repair or replacement has been completed.
- (g) ExpoTas give no warranty as to the suitability of the Equipment for any particular purpose required by you. You warrant that you have read and understood the manufacturers specifications provided to You in respect to the Equipment.
- (h) This clause 10 shall not affect your statutory rights or seek to exclude liability which cannot be excluded under the Competition & Consumer Act 2010 (as amended).
- (i) Any damaged or faulty item of Equipment should be returned, at your expense, to us. In no circumstances should you attempt to repair any item of Equipment without our prior approval.
- (j) Where the problem with the Equipment is caused by a fault not discoverable by reasonable examination, we will reimburse you for reasonable transportation costs and for charges during the period when the Equipment could not be used due to this fault. However our obligation under this clause does not cover faults caused by misuse wear and tear, accident or neglect.
- (k) You shall not alter or modify the Equipment or use it for purposes for which it is not designed.
- (l) The information you have provided to us about You, the Event and the location is correct in every respect and is not misleading or fraudulent in any way.

11. Liability and Indemnity

- (a) To the fullest extent permissible under law, we will not be liable for any losses (direct, indirect or consequential) you incur arising out of or in connection with the provision of the Services and or Equipment. This includes any error in or failure to audio record and or video record the event.
- (b) You agree to indemnify us at all times in respect of all claims by any person in relation to any injury, loss, claim or expense arising out of or in connection with the use of the Services and or Equipment.
- (c) To the fullest extent permitted by law all implied terms, warranties and conditions are excluded from the agreement between us. These Business terms override any conditions contained in any purchase order or any other documentation you provide to us.
- (d) To the maximum extent permitted by law: (a) the maximum aggregate liability of us to You, however so arising, is limited at the option of us to the following: (i) in the case of services, the supply of the services again or the payment of the cost of having the services supplied again; (ii) in the case of goods, the replacement of the goods or the supply of equivalent goods; the repair of the goods; the payment of the cost of replacing the goods or acquiring equivalent goods; or the payment of the cost of having the goods repaired; and (b) we are not liable for, and no measure of damages will, under any circumstances, include: (i) special, indirect, consequential, incidental or punitive damages; or (ii) damages for economic loss, loss of profits, revenue, goodwill, bargain, anticipated savings or loss or corruption of data, whether in contract, tort (including



COST ESTIMATE MAGN00100001-2

without limitation negligence), in equity, under statute, based on fundamental breach or breach of a fundamental term or on any other basis, whether or not such damage was foreseeable and even if advised of the possibility of the loss or damage.

12. Termination of Contract

- (a) ExpoTas will terminate the Contract immediately and cease the Services and / or remove the Equipment from the Location at any time if you are in breach of these terms and conditions, or You take any steps, or if any action is started which, in our reasonable opinion suggests that your solvency is in doubt.
- (b) Where the provisions of clause 12(a) apply, You authorise us to enter any property where we reasonably believe Equipment to be, in order to collect such Equipment.

13. Credit

- (a) ExpoTas is entitled without notice to terminate any credit arrangement with You in the event of You defaulting in respect to any of these terms and conditions or for any other reason which we need not make known to You.
- (b) ExpoTas is entitled at any time to request such security or additional security as we shall in our discretion think fit and will withhold supply of the Services and / or Equipment or any credit arrangements until such security or additional security is provided by you.

14. General

- (a) **Entire agreement:**
This Agreement is the entire agreement between the parties about its subject matter and replaces all previous agreements, understandings, representations and warranties about that subject matter.
- (b) **Variation:**
No variation of this Agreement is effective unless made in writing and signed by each party.
- (c) **Relationship of the parties:**
Except as expressly provided in this Agreement:
 - (i) nothing in this Agreement is intended to constitute a fiduciary relationship or an agency, partnership or trust; and
 - (ii) no party has authority to bind any other party.
- (d) **Further assurances:**
Except as expressly provided in this Agreement, each party must, at its own expense, do all things reasonably necessary to give full effect to this Agreement and the matters contemplated by it.
- (e) **Severability:**
Any term of this Agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this Agreement is not affected.
- (f) **Waiver:**
 - (i) No waiver of a right or remedy under this Agreement is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.
 - (ii) A single or partial exercise of a right or remedy under this Agreement does not prevent a further exercise of that or of any other right or remedy. Failure to exercise or delay in exercising a right or remedy under this Agreement does not operate as a waiver or prevent further exercise of that or of any other right or remedy.
- (g) **Cumulative rights:**
Except as expressly provided in this Agreement, the rights of a party under this Agreement are in addition to and do not exclude or limit any other rights or remedies provided by law.
- (h) **Costs, expenses and duties:**
Except as expressly provided in this Agreement, each party must pay its own costs and expenses of negotiating, preparing and executing this Agreement and any other instrument executed under this Agreement.
- (i) **Governing law and jurisdiction:**
 - (i) This Agreement is governed by the laws of Tasmania
 - (ii) Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Tasmania and legitimate courts of appeal from such courts.

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