



STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions together with the Quotation, Privacy Policy, and Special Conditions (together the “Agreement”) constitute the offer by Eat the Elephant Pty Ltd ABN 96 637 117 474 (“ETE”) to you (“the Customer”) to provide the Services.

1. Agreement

- 1.1 The Agreement will bind ETE and the Customer upon the Customer’s acceptance of the Quotation. The Customer agrees that it will be deemed to have accepted the Quotation and entered into the Agreement if it:
- (a) accepts the Quotation in writing by facsimile, email or letter to ETE; or
 - (b) accepts the Quotation verbally to any ETE employee; or
 - (c) the Customer instructs ETE to perform the Services (or any part thereof).

2. Terms of Payment

- 2.1 The Customer will pay to ETE the Fee (plus GST) without deduction as set out in the Quotation.
- 2.2 Unless otherwise specified in the Quotation, the Fee (plus GST) will be paid in full within seven (7) days of the date of the relevant ETE Tax Invoice

3. Services

- 3.1 ETE will provide the Services with all due care, skill and professionalism.
- 3.2 Where ETE provides Services to a Customer at a Venue the Customer must:
- 3.2.1 ensure that ETE, its employees, servants and agents are able to access the Venue

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at all times specified by ETE and at all other reasonable times so as to enable ETE to provide the Services;

3.2.2 do all things necessary to discharge ETE's and the Customer's obligations under all applicable Work Health Safety legislation and to ensure that the Venue is safe and free from defects and do not expose ETE's employees, servants, agents or contractors to danger or harm whether physical or psychological or other;

3.2.3 Ensure that the Venue is at all times safe for all of ETE's employees, servants, agents and contractors.

3.3 The Customer acknowledges that in providing the Services, ETE relies on any promises made by the Customer regarding the Venue.

3.4 It is the exclusive responsibility of the Customer to ensure that the Venue:

3.4.1 is safe for ETE;

3.4.2 has all necessary permits, consent and authorisations in place to allow the Services to be provided from the Venue;

3.4.3 has all required Facilities in place in good working order.

4. Default Events

4.1 The Customer will be "in Default" if:

4.1.1 It breaches any essential condition of this Agreement;

4.1.2 It breaches any of its obligations under this Agreement and fails to remedy the same within seven (7) days of being requested by ETE to do so;

4.1.3 Where the Customer being a corporation, is insolvent, is wound-up, or goes into compulsory or voluntary liquidation or has an administrator appointed to it or has a receiver appointed over any of its asset.

4.1.4 Where the Customer being a natural person, he or she is or becomes insolvent or makes an assignment for the benefit of his or her creditors, or commits an act of



bankruptcy or is declared bankrupt or any event analogous to any of the foregoing occurs in any jurisdiction.

4.2 On the Customer being in Default, ETE may terminate this Agreement.

5. Warranties, Limits and Exclusion of Liability

5.1 ETE gives no warranty express or implied in respect of the Services and excludes all warranties and obligations implied by legislation save for those which cannot be legally excluded.

5.2 Notwithstanding clause 5.1, should the provision of the Services by ETE be bound by consumer law the liability of ETE is limited to the supplying of the services again or the payment of the cost of having the services supplied again, as determined by ETE.

5.3 Save as set out at clause 5.1 above ETE will not be liable whether in Agreement, tort (including without limitation negligence or breach of statutory duty) or otherwise for any loss damage or injury of whatsoever kind or nature (including indirect or consequential loss or damage including but not limited to profit, reputational, commercial or business losses) sustained by the Customer, its business partners, employees, servants, agents or contractors and which is in any way, attributable to the Services, except where such loss damage or injury is attributed to a negligent act or omission or gross negligence, recklessness or willful misconduct on the part of ETE its employees, servants, agents or contractors.

6. Cancellation of Project

6.1 The Customer acknowledges that it has engaged ETE to undertake Services relating to an event or project (Event).

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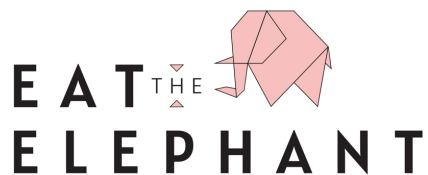


- 6.1.1 If the Event is cancelled or significantly modified from the agreed scope, the Customer may cancel or amend this Agreement provided it:
- 6.1.1.1 notifies ETE in writing; and
 - 6.1.1.2 pays to ETE the sum equal to the Services completed by ETE (using the Hourly Rate) in undertaking the Services in accordance with this Agreement.
 - 6.1.1.3 pays to ETE the following cancellation fees for all Services confirmed but not yet completed by ETE in undertaking the Services in accordance with this Agreement:
 - 6.1.1.3.1 twenty-five percent (25%) of the price as indicated on the Quotation if ETE receives written notice of cancellation from the Customer fourteen (14) or more days prior to the beginning of the provision of the Services shown on the Quotation; or
 - 6.1.1.3.2 fifty percent (50%) of the price as indicated in the Quotation if ETE receives written notice of cancellation from the Customer seven (7) or more (but less than fourteen (14)) days prior to the beginning of the Services shown on the Quotation; or
 - 6.1.1.3.3 one hundred percent (100%) of the price as indicated on the Quotation if ETE receives written notice of cancellation from the Customer six (6) days or less prior to the beginning of the Services shown on the Quotation.

7. ETE Employees

7.1 Every employee, servant, agent or sub-contractor of ETE will have the benefit of all provisions herein benefiting ETE as if such provisions were expressly for its benefit, and in entering into this Agreement, ETE, to the extent of these provisions, does so not only on its own behalf, but also as agent and trustee for such parties.

7.2 The Customer undertakes that no claim or allegation will be made against any



contractor, subcontractor, employee, person or other party by whom the Services is arranged, performed or undertaken (other than ETE) which imposes or attempts to impose upon any such party any liability whatsoever in connection with the Services.

7.3 The Customer undertakes to indemnify ETE against any claim or allegation made against it by any person in connection with any liability and/or arising out of or in relation to the provision of the Services and Equipment.

8. Insurance & Liability

8.1 The Customer will ensure they have adequate and appropriate insurance for the project, event and/or site, including (but not limited to) public liability insurance and overall event insurance. The insurance(s) should cover the Customer and all of their respective employees, servants, agents and sub-contractors involved in the Services for their respective rights and interests and liabilities.

8.2 Outside of ETE duty of care, insurance against theft or damage to equipment during the contracted period at the contract location is the responsibility of the client. Adequate security measures to ensure the protection of equipment is the responsibility of the client unless specifically stated otherwise on the ETE quotation.

9. Illegality

9.1 If at any time any provision of the Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair the legality, validity or enforceability of any other provision of the Agreement

9.2 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect but that by limiting such provision it would become valid and enforceable then such provision will be deemed to be written, construed, and enforced as so limited.

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10. Force Majeure

10.1 ETE will not be liable for its failure to perform any of its obligations under this Agreement if such failure is the result of or caused directly or indirectly by act of god, fire, casualty, flood, earthquake, storm, natural disaster, war, invasion, act of foreign enemies, hostilities, terrorist activity, rebellion, revolution, civil unrest, strike, lock out, sanction, blockage, labour, dispute, failure of electricity, telephone or other amenity beyond the control of ETE.

11. Jurisdiction

11.1 This Agreement is governed by and must be construed according to the laws of New South Wales, Australia.

11.2 Each Party irrevocably submits to the exclusive jurisdiction of New South Wales.

12. Definitions and Explanations

12.1 In these Standard Terms and Conditions, and the Agreement, the following words and phrases will have the following meanings:

Agreement means the Agreement between ETE and the Customer for the provision of Services the terms of which are fully set out in the Quotation and these Standard Terms and Conditions and any additional Special Conditions.

Customer means the company or person described in the Quotation as “the Customer” and includes where applicable its owners, principals, lawful



successors, assignees and contractors.

Day means a period of 24 hours.

Day-Rate means the AUS\$ rate per Day shown in the Quotation.

Facilities means all electrical services, structures, scaffolding, lighting, rigging, awnings and other requirements necessary in order to provide the Services.

Fee means the fee exclusive of GST which the Customer has by this Agreement agreed to pay to ETE for the provision of Services.

GST means Goods and Services Tax as defined in A New Tax Act (Goods and Services) 1999.

Quotation means the Quotation (in its most recent revision) issued by ETE outlining the Services.

Services means the provision of event management services by ETE (and its servants agents or lawful contractors) including but not limited to labour for production planning, event management, project management, logistics, equipment delivery, set-up, operation, supply of equipment and services supplied by ETE subcontractors, pack-down and collection.

Venue means the designated places, venues, sites, locations at which the Services are provided.

Special Conditions means any special conditions set out in the Quotation or agreed in

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writing between the Parties.

You and **Your** means the Customer.

12.2 A reference to a Statute Rule or Regulation is a reference to that Statute Rule or Regulation as amended, re-enacted or modified from time to time.

12.3 The headings in these Standard Terms and Conditions are for convenience only and will not affect their construction. A reference to any party will include their lawful successors and assigns.

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