



---

## Terms & Conditions

### 1 Definition

1.1 'Contract' – the document or documents setting out the services to be provided by us together with these terms and conditions and a signed contract acceptance form or proposal.

1.2 'You' – the person, firm or organisation engaging our services.

1.3 'We', 'Us', 'Event & Conference Co. ABN 66603793513

1.4 Our 'services' – the services to be provided by us which include but are not limited to: event planning, event design, event management, event hosting, provision of marketing support, project management, graphic design processes, market research, PR services, sponsorship.

1.5 'Our suppliers' – supply partners we work with to provide services/products

### 2 Our fees

2.1 The fees in respect of services provided will be agreed and specified under separate cover.

2.2 A deposit of 25% (or pre-event administration component, whichever is greater) will be paid upon signing the contract unless otherwise agreed, with the outstanding 75% to be split across up to 3 payments, 2 being pre-event, and the final post event (unless otherwise agreed). Full payment shall be made within 14 days of invoicing.

2.3 For events / services booked with less than 30 days lead time: a deposit of 40% shall be due immediately upon signature of the contract, with the outstanding 60% to be split across up to 2 payments, 1 being 7 days pre-event, and the final post event (unless otherwise agreed).

2.4 For graphic design services, Event & Conference Co. will include one complimentary edit/change to the initial design. Additional changes will be charged at our standard hourly rates (or agreed hourly rates) Please see further terms below.

2.5 Whereby an invoice is overdue, Event & Conference Co. reserves the right to charge interest. Interest will be calculated daily at a rate of 3% pa.

2.6 Event & Conference Co. may be offered commission or incentives from suppliers from time to time. We will happily disclose any commissions/incentives upon request. Our guarantee to you is that we will always have your (the client) best interests in mind and will endeavour to find the best fit for ensuring value for money is delivered.

2.7 Merchant Fees- When we process credit card transactions we are charged a merchant fee in order to do so (through our payment gateway and bank). Therefore we charge a merchant fee of 3% on credit card transactions, 1.5 % of which can be on charged to delegates/attendees.

### Contract Specific Terms

#### 3 When the contract starts

3.1 The contract starts when you have agreed to use our services and signed our agreement/proposal acceptance form by which you agree to keep these conditions.

3.2 If at any time a supplier we have engaged is not able to provide the product / service as originally quoted, we will endeavour to find a replacement of similar value / quality.

#### **4 Your responsibility**

4.1 In providing our services, in particular hosting events, any reasonable instruction given to you by us, or our suppliers must be followed. In the event that you or your guests fail to follow our reasonable instructions, resulting in loss or damage, you will be liable for said loss or damage.

4.2 For each preferred supplier, we will advise you in respect of their terms and conditions and payment schedule. Event & Conference Co. is unable to make advance payments to suppliers on your behalf (unless otherwise agreed). You must ensure we have received cleared payment in time for us to meet suppliers' payment schedules. We cannot be held liable if you fail to clear the necessary funds in time to meet these obligations and the supplier then withdraws their service." Event & Conference Co. will not be held liable for any outstanding payments to suppliers on your behalf. All external suppliers used (i.e., AV, food & Beverage etc) will be the client's responsibility.

#### **5 Limits of our liability**

5.1 Event & Conference Co. does not accept any liability for non-completion of an event or for any delays arising as a result of strikes, riots or lockouts, pandemics, adverse weather conditions, loss, damage or cancellation due to fire, flood or any other cause beyond its control

5.2 The liability of Event & Conference Co. in respect of any breach of the Contract, including any applied terms shall not extend to any consequential loss whatsoever suffered by the client or their guests.

5.3 Event & Conference Co. will do their best to meet specified deadlines and delivery dates. Where information is not made available or situations beyond our control come into play this may not always be possible.

#### **6 Insurance**

6.1 We have public liability insurance up to the sum of \$20 Million AUD. Please notify us if this amount is not suitable for your event.

6.2 We advise you to take out separate insurance for your event. This will cover possible loss or damage to our equipment, or that of our suppliers, used at your event. If you wish us to handle this on your behalf and include it in our service, details will be set out under separate cover and will be added to your bill.

#### **7 Ending this contract**

7.1 We may end this contract if: You break its terms; or as a company you become bankrupt/enter into a voluntary agreement with creditor/a receiver is appointed. Under these circumstances it will end immediately, and we will recover costs.

7.2 Change of date: Subject to written notice to Event & Conference Co., we may agree to a change of date. In this case work completed to date will be payable upon receipt of an invoice, and you will be re quoted on any additional hours/work required. The date should be within the current financial and/or calendar year otherwise our previous quote may need to be looked at to include potential cost increases incurred/annual rate increases.

7.3 Event & Conference Co. will do its utmost to ensure that your event goes ahead. However, if a supplier pulls out at a late date, we will try to find a replacement but will not be liable.

7.4 In the event that you need to cancel your event and a change of date is not agreed upon:

- Within 90+ days of the event, we will retain the full amount of services delivered + 20%
- Within 0-89 days the full contracted amount is payable

#### **DESIGN RELATED TERMS**

##### **Copyright and Intellectual Property**

You acknowledge that we have copyright and intellectual property in the work we do for you. Any unused design concepts will remain our property and can be used for other clients in the future.

You must notify us prior to the commencement of the project if you wish to be supplied with original native files (InDesign and Illustrator files used in the creation of graphic design and artwork). This may incur an additional fee.

E&C Co. retains personal rights to use completed projects as examples in their design portfolio.

### **Client Changes and Approvals**

Any changes to a project must be communicated by email. Extensive changes to word documents must be provided as marked up copy indicating the revised text.

The final proof will be sent to you for approval. While we will take all care to avoid errors, we rely on you to thoroughly check all final proofs and notify us if you require any changes including correcting spelling, grammatical or typographical errors.

Once you have given your approval by email, you agree to pay the costs if you require us reprint. You acknowledge that there can be some colour variation between the screen and final product. This occurs due to differences in the way colours are managed on the screen (RGB) and print (CMYK). Printed colours can also vary between printers, jobs and different print runs.

### **Images**

If you provide us with images for use in a design project, we require that you send us either written approval from the photographer or confirmation of commercial licence rights in the case of stock images, clip art or vector images. The images must be in high resolution. You acknowledge that there may be colour variation of images where they require conversion from RGB to CMYK.

You agree that where you provide the images for use that you will be responsible for any legal liability or copyright breaches that arise due to the printing or supply of those images.

If you would like us to arrange for the purchase of images, we will charge a 10% commission in addition to the image and licence fees. At the discretion of E&C Co. these fees may be required to be paid prior to the image and/or licence being purchased.