



## General Terms and Conditions

### GENERAL

**14 Degrees** will conduct business with a Client on the following General Terms and Conditions and they will apply to any engagement of **14 Degrees** by a Client for the provision of goods and services.

Special conditions for specific activities which vary or add to these General Terms and Conditions will be detailed in separate documentation agreed with the Client.

### PARTIES

**14 Degrees** means **14 Degrees Pty Ltd ABN 99 113 275 880** an Australian corporation of 280 Bong Bong Street, Bowral, NSW, 2576.

**Client** means any party that has accepted the provision of services by **14 Degrees**, including the supply of goods where specified, by accepting in writing (including by email), or by otherwise accepting through any demonstrable combination of written and verbal means and actual performance, a specific quote, proposal, plan or contract presented by **14 Degrees**.

### ACCESS TO VENUES

Access to relevant venues for the performance of services by **14 Degrees** personnel and subcontractors will be arranged by **14 Degrees**.

Clients will observe the security and occupational health and safety requirements of venues and will be responsible for the safety and compliance of electrical equipment supplied by the Client with electrical equipment safety regulations and laws. Electrical equipment without a valid 'test tag' cannot be used at a venue and may be removed by **14 Degrees** or its subcontractors. **14 Degrees** will not be liable for delay costs arising from the Client's failure to observe venue security and occupational health and safety requirements.

### ADEQUACY OF VENUES

**14 Degrees** will be responsible for assessing the adequacy of venues for the purposes of services to be conducted by it. **14 Degrees** reserves the right to vary the venue for the performance of services, or to postpone the performance of services, without liability to any party for any inconvenience, damages or loss where in **14 Degrees** sole opinion the venue has become inadequate or unsafe prior to or at the time of performing services, or exceeds the requirements or capacity of any adjusted needs of the Client prior to or following the Client's acceptance of any quote, proposal, plan or contract. **14 Degrees** will inform a Client as soon as possible where such variation or postponement is required.

### BUDGET

**14 Degrees** will prepare a budget for the performance of services to be incorporated in a quote, proposal, plan or contract. Unless stated that the services are fixed-price, the budget will be an estimate only of costs prepared to the best of **14 Degrees**' ability taking into account its understanding of the Client's requirements as reflected in a quote, proposal, plan or contract. **14 Degrees** will discuss significant budget variations with the Client. Where a budget has been provided and the pricing is not fixed-price, only the actual costs will be charged to the Client.

### CANCELLATION

Where a Client accepts an engagement of **14 Degrees** for the performance of services and then cancels the engagement with less than:

- ten (10) business days' notice in the case of event services
- three (3) business days' notice in the case of other services including training services

then **14 Degrees** will be entitled to retain any advance payment, security deposit or other down-payment received from the Client for the performance of services as liquidated damages and will not be obliged to offset such advance payment, deposit or down-payment against other cancellation costs owed by the Client.

In the event of cancellation by the Client, **14 Degrees** will be entitled to invoice wholly or in part, and the Client agrees to pay within the specified period, those forward-commitment costs incurred by **14 Degrees** as a result of it proceeding in good faith with the services accepted by the Client.

**14 Degrees** will provide evidence of such costs which may include but will not be limited to cancellation fees levied by other third party product and service providers; venue booking fees; venue preparation and infrastructure fees; travel, accommodation and transport fees; equipment or gear purchase or hire; freight, courier and storage fees; celebrity, personality or entertainer engagement; host or hostess engagement; specialist adviser or trainer engagement; catering services, and so on.

### CLIENT WORKS

The Client will be responsible for the performance on time of those works described as its responsibility in a **14 Degrees**' quote, proposal, plan or contract accepted by the Client and the Client agrees that such works may represent a dependency for the performance by **14 Degrees** of its services.

### EXPORT RESTRICTIONS

**14 Degrees** is not aware of any export restrictions relating to the supply of its goods and services.

### FEES AND INVOICES

Fees quoted or invoiced by **14 Degrees** exclude GST, unless stated as included. GST will be payable by the Client where quoted or invoiced.

All fees will be in Australian Dollars.

Where an advance payment, security deposit or other down-payment towards the performance of services is required by **14 Degrees**, an invoice will be issued for such payment.

Where a progress payment is required by **14 Degrees** for the partial performance of services, an invoice will be issued for such payment.

Fees for completed services will be invoiced on completion.

Invoices will be issued on a first and final notice basis and will be payable within the period stated, unless a credit account has been established by the Client with **14 Degrees**.

**14 Degrees** will at all times be entitled to suspend or withhold the performance of services and the supply of any relevant goods without liability to any party where an invoice properly issued to a Client for an advance payment, security deposit or other down-payment, or for services properly performed in part or in full have not been paid to **14 Degrees** within the specified timeframe.

### LOGO, BUSINESS NAME AND IMAGE USAGE

**14 Degrees** will be entitled to use:

- logos and business names supplied by the Client
- photographs and other images taken by **14 Degrees** or its subcontractors in the course of providing services to a Client

only for the purposes of marketing the Client's event or project, and to record in **14 Degrees**' business systems and materials including this web site the fact of the provision of services or the planned provision of services to the Client.

### OUT OF HOURS SERVICES

The performance of services by **14 Degrees** personnel or subcontractors outside normal business hours of 9 to 5.30pm Monday to Friday where required will be regarded as included in quoted amounts and budgets.

### PAYMENT FOR GOODS AND SERVICES PROVIDED

Payment to any party for goods and services provided to **14 Degrees** including those subcontracted by **14 Degrees** for any Client purposes will be paid by **14 Degrees** following presentation of invoice including the product or service provider's Australian Business Number (ABN). Where an ABN is not provided then in accordance with taxation law **14 Degrees** will deduct prior to payment that amount of taxation specified by the Australian Taxation Office.



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### PRIVACY POLICY

14 Degrees is subject to the provisions of the Privacy Act 1988. Data and information collected by 14 Degrees in the course of performing services for a Client or otherwise collected as a result of parties interacting with this web site will be held in 14 Degrees' custody and managed according to the Privacy Act 1988 as well as any specific supplementary terms and conditions of service entered into between 14 Degrees and a Client.

### PURCHASE ORDER OF CLIENT

A Client's terms and conditions of purchase order for the engagement of 14 Degrees to perform or supply goods and services will not override these General Terms and Conditions.

### RETURN AND REFUND POLICY

14 Degrees offers a refund less 20% of purchase price handling fee policy on unopened goods returned to it with the purchase receipt within seven (7) days of purchase provided always the goods when received including the original packaging are in completely undamaged condition and capable of further sale by 14 Degrees as new goods. Shipping fees incurred by the Client are not refundable.

Where goods received by the Client are defective or incorrectly supplied (for example a different size or type than ordered), 14 Degrees will endeavour to replace such goods at its cost with the correct or properly functioning goods. A refund will be made if it is not possible to supply non-defective goods or goods as ordered or if the Client elects to receive a refund. A refund will be processed by 14 Degrees on return by the Client at its cost of the originally ordered goods provided they are in undamaged condition apart from being defective.

### RISK WARNING AND LIABILITY

THE FOLLOWING NOTICE CONSTITUTES A RISK WARNING.

THE RISK OF PERSONAL HARM, INJURY AND DEATH IS INHERENT IN ALL FORMS OF PHYSICAL ENDEAVOUR INCLUDING INDOOR AND OUTDOOR RECREATIONAL ACTIVITY AND SPORT AND ANY ACTIVITY INVOLVING PERSONAL EXERTION AND INTERACTION WITH OTHER PERSONS, EQUIPMENT, WEATHER AND GEOGRAPHICAL CONDITIONS.

A sufficient level of personal fitness is required by all participants in any 14 Degrees sporting activity or recreational pursuit. An Event Participation Agreement **MUST** be signed by all participants in an activity involving sporting and personal exertion and interaction before commencement of the event. Where a participant is under 18 years old, the agreement must also be signed by a parent or guardian.

To the extent permitted by law 14 Degrees will not be liable to any party in relation to the injury or death of any person or for any losses incurred including property damage or loss arising in the course of performing services for a Client.

14 Degrees will not be liable for any failure, delay or inability to perform any agreed services or for losses and damages arising from such failure, delay or inability, if such failure, delay or inability was due to any cause beyond its reasonable control including a failure, delay or inability by the Client to perform works for which it has agreed in an accepted quote, proposal, plan or contract to be responsible.

### SHIPPING, INSURANCE, DELIVERY AND HANDLING

14 Degrees will ship goods purchased on clearance of payment as invoiced using the shipment or delivery and insurance method and timeframe selected by the Client. The fees associated with shipping and insurance of goods purchased will be in addition to the purchase price of the goods and will be to the Client's account.

The risk of loss or damage to goods purchased by the Client whether or not full payment has been received by 14 Degrees will pass to the Client immediately on despatch by 14 Degrees via the Client's selected method of shipping or delivery.

### SUBCONTRACTING

14 Degrees will be entitled to subcontract the performance of services to other service providers but will retain responsibility for the performance of services by any such subcontractors, and for the payment of such subcontractors.

### TITLE

Title in any goods supplied to a Client will not pass until all outstanding payments in relation to such goods have been received. Title will otherwise pass automatically on clearance in 14 Degrees' bank account of relevant amounts owed.

Intellectual property rights created by 14 Degrees and agreed to be owned by a Client will not transfer to the Client until all relevant outstanding payments have been received. Such rights will otherwise transfer automatically on clearance in 14 Degrees' bank account of relevant amounts owed. In the meantime the Client will hold a non-exclusive licence to use such intellectual property rights, but only where any required advance payment and progress payments have also been paid as required. 14 Degrees will be entitled to notify the Client of a suspension in its licensed right to use intellectual property rights that have not been paid for in part or in full and the Client agrees that on receipt of such notice it will discontinue any licensed use of such intellectual property rights.

14 Degrees will be entitled to take any legitimate action at its disposal to recover debts for goods and services, and/or to recover goods, supplied to a Client or organised for a Client and for which a specified payment has not been received.

### TRAVEL TO EVENTS AND VENUES

Travel and related costs incurred by 14 Degrees or its subcontractors to attend venues and sites will be regarded as included in quoted amounts and budgets.

### VARIATION

14 Degrees reserves the right to vary these General Terms and Conditions without notice except where a Client has accepted a version of these General Terms and Conditions at a particular date as evidenced by a printed version.