



Standard Trading Terms and Conditions

These standard terms and conditions apply to the hire of equipment or the provision of services by Staging Dimensions (SD) to You.

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

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 SD 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 SD.
- 1.4 'Equipment' means collectively, the items described in any order from You to SD or in an quote from SD 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 'Hire Fee' means the fee (exclusive of GST) which You have agreed to pay SD under the Contract for the hire of Equipment and/or the provision of Services.
- 1.6 'Party' means SD and You and any other individual or entity which is also a party to a Contract between SD and You. The term 'Party' includes a Party's successors, trustees and assigns.
- 1.7 'Period of Hire' means the period for which the equipment is hired under the Contract.
- 1.8 'Return' means the return by You or your employees, servants or agents of Equipment to SD, or collection by SD of Equipment from You or Your employees, servants or agents.
- 1.9 'Services' means the provision of labour and human services by SD (and its employees, agents and lawful contractors) including but not limited to help and assistance by way of the provision of advice and expertise.
- 1.10 'Special Conditions' means any special conditions in an order or quote or agreed in writing between the Parties.
- 1.11 'Staging Dimensions' or the abbreviation 'SD' means WW Pty Ltd ABN 74 664 020 845 (trading as Staging Dimensions).
- 1.12 'You' and 'Your' means the person or entity entering into an agreement with SD with respect to the hiring of equipment or provision of services by SD.



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 from SD, either verbally or in writing;
 - 2.1.2 SD accepts, either verbally or in writing, an order from You, your employee, servant or agent;
 - 2.1.3 You accept delivery of Equipment from SD; or
 - 2.1.4 Services are performed for You by or on behalf of SD.

3 Terms of Payment

- 3.1 Unless otherwise specified in writing You will pay the Hire Fee (plus GST) to SD in cash at the time the Contract is made.
- 3.2 SD 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 SD, including but not limited to cheque, credit, direct debit or bank transfer.
- 3.4 SD at its sole discretion offers to some of its customers a business credit facility subject to terms and conditions. You may apply to SD for approval by making application on the SD Customer business credit account application form.
- 3.5 If You do not make a payment or part payment due under a Contract between You and SD, SD 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 SD as a result of late payment by You.

4 Equipment

- 4.1 The Equipment will at all times remain the property of SD. 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 SD.
- 4.2 Upon delivery the Equipment may be inspected by You. It is your responsibility, immediately following delivery, to notify SD of any problems with the Equipment or Services.
- 4.3 If no problems are notified to SD within 24 hours of delivery You are deemed to have accepted the Equipment and Services.
- 4.4 SD 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 SD.



ABN: 74 664 020 845

- 4.5 While You have the Equipment as bailee, in addition to all duties imposed by law, from delivery 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 SD;
 - 4.5.2 Maintain all Equipment in good order and full working condition;
 - 4.5.3 Return all Equipment to SD 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 SD for accidental loss or damage to any of the Equipment;
 - 4.5.6 Indemnify SD 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 SD'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 SD'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 SD:
 - 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 SD, is damaged beyond repair equipment (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 SD for any other liability, loss or cost that SD may sustain by reason of SD 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 SD 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 Where SD provides Services to You it is a condition of the Contract that You will;
 - 5.1.1 Ensure that SD 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;
 - 5.1.2 Do all things necessary to discharge Your and SD'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;
 - 5.1.3 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.
- 5.2 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 Default

- 6.1 You will be 'in Default' if:
 - 6.1.1 You breach a condition of the Contract;
 - 6.1.2 You fail to carry out your obligations under the Contract and fail to remedy the same within 7 days of being requested by SD to do so;
 - 6.1.3 You are a corporation and are insolvent, wound up, or enter into compulsory or voluntary liquidation, or have an administrator or manager appointed;
 - 6.1.4 You are a natural person and become insolvent or commit an act of bankruptcy or are declared bankrupt.
- 6.2 If You are 'in Default' SD may terminate the Contract.
- 6.3 If you are 'in Default' SD 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 SD as a result of any such re-possession of Equipment. You agree to indemnify SD against any liability, loss, expense or cost arising from such re-possession.

7 Warranties, Limits and Exclusions

- 7.1 SD gives no warranty express or implied with respect to the Equipment or the Services except for those which cannot be legally excluded.
- 7.2 Except as expressly provided by law, SD 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 SD, its employees, agents, or contractors.



8 Cancellation fee

- 8.1 Cancellation prior to Issuance of invoice:
If you cancel your order before we issue an invoice, no cancellation fees will be applied. Please notify us as soon as possible to avoid an inconvenience.
- 8.2 Cancellation after Invoice Issuance:
Within 48 hrs of the invoice date, a cancellation fee of 25% of the total invoice amount will apply.
After 48hrs but before delivery; a cancellation fee of 50% of the total invoice will apply.
On or after delivery date will incur a cancellation fee of 100% of the total invoice amount.

9 Indemnity

- 9.1 To the extent permitted by law You indemnify SD and its employees, agents and contractors against any claim or allegation made against SD, 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.

10 Severability

- 10.1 If any provision of a Contract between SD and You is illegal, invalid or unenforceable:
10.1.1 But that by limiting the provision it would become valid and enforceable then the provision will be deemed to be so limited; and
10.1.2 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 effect any other provision of the Contract..

11 Force Majeure

- 11.1 SD will not be liable for any failure to perform any of its obligations under a Contract between SD and You if such failure is directly or indirectly a result of an occurrence or event beyond its control which SD could not reasonable have evaded through the exercise of due care and attention.

12 Jurisdiction

- 12.1 These terms and conditions and any Contract made between SD and You is governed by and must be construed according to the laws applying in the State of Queensland.
- 12.2 The parties submit to the jurisdiction of the Courts of the State of Queensland.
- 12.3 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.
- 12.4 Any right a party might have to claim damages is extinguished unless action is commenced within 6 months of the date of return to SD by You of Equipment or the date of the completion of the provision of Services by SD to You.