



Terms and Conditions

1. DEFINITIONS

1.1 "Customer" shall mean the customer, any person acting on behalf of and with the authority of the customer, or any person purchasing goods and services from BOP Event Hire.

1.2 "Goods and Services" shall mean all goods, services and advice provided by BOP Event Hire to the customer including without limitation the hire of all goods, furniture, equipment, delivery and installation and the manufacture, design and building of display works, project management and all charges for labour and work, hire charges, insurance charges, or any fee or charge associated with the supply of goods and services by BOP Event Hire to the customer.

1.3 "Price" shall mean the cost of the goods and services as agreed between BOP Event Hire and the customer subject to Clause 4 of this contract.

2. ACCEPTANCE

2.1 Any instructions received by BOP Event Hire from the customer for the supply of goods and services shall constitute a binding contract and acceptance of the terms and conditions contained herewith.

3. COLLECTION AND USE OF INFORMATION

3.1 The customer authorises BOP Event Hire to collect, retain and use any information about the customer, for the purposes of assessing the customer's credit worthiness, enforcing any rights under this contract and services provided by BOP Event Hire to any other party.

3.2 The customer authorizes BOP Event Hire to disclose any information obtained to any person for the purposes set out in Clause 3.2.

3.3 Where the customer is a natural person, the authorities under Clause 3.1 and 3.2 are authorities or consents for the purposes of the Privacy Act 1993.

3.4 The customer authorizes BOP Event Hire to send promotional updates from time to time to them (by email or otherwise)

4. PRICE

4.1 Where no price is stated in writing or agreed to orally, the goods and services shall be deemed to be sold at the current amount as such goods and services are sold by BOP Event Hire at the time of the contract.

4.2 The price may be increased by the amount of any reasonable increase in the cost of supply of the goods and services that is beyond the control of BOP Event Hire between the date of the contract and delivery of the goods and services.

4.3 All prices are subject to GST where applicable.

4.4 Credit card payment

Payment by credit card will attract a 3.5% surcharge

5. PAYMENT

5.1 HIRE orders must be paid for IN FULL prior to the hire commencement date.

5.2 A 50% deposit shall be paid on acceptance for all SIGNAGE, TRADE and DESIGN AND BUILD orders with the balance paid within 7 days of the completion of the contract.

5.3 EVENT ORGANISERS are to pay a 50% deposit on an estimate invoice prior to the build of the show, with the actual balance and costs paid within 7 days after the conclusion of the event.

5.4 Where payment is not made by the due date, BOP Event Hire reserves the right to charge additional Default Interest of 2.5% per month to the account. The charging of interest does not imply the granting of any extension of any credit terms.

5.5 Any expenses, disbursements and legal costs incurred by BOP Event Hire in the enforcement of any rights contained in this contract shall be paid by the customer, including any reasonable Solicitor's fees or debt collection agency fees.

5.6 Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until paid in full.

5.7 The ownership of goods, signage and design items for sale remain the property of BOP Event Hire until full payment is received.

6. CONDITIONS OF HIRE

6.1 All Reservations/Contracts are subject to the "Conditions of Hire" whether or not the reservation or confirmation documents are signed by the customer.

7. QUOTATION

7.1 Where a quotation is given by BOP Event Hire for goods and services:

7.1.1 The quotation shall be valid for thirty (30) days from the date of issue, and

7.1.2 The quotation shall be exclusive of Goods and Services Tax unless specifically stated to the contrary.

7.2 Where goods and services are required in addition to the quotation, the customer agrees to pay for the additional cost of such good and services.

8. AGENCY

8.1 The customer authorizes BOP Event Hire to contract either as principal or Agent for the provision of goods and services that are the matter of this contract.

8.2 Where BOP Event Hire enters into a contract of the type referred to in Clause 8.1, it shall be read with and form part of this agreement and the customer agrees to pay any amounts due under that contract.

9. DISPUTES

9.1 No claim relating to goods and services will be considered unless made within seven (7) days of completion of the goods and services.

10. LIABILITY

10.1 The Consumer Guarantees Act 1993, the Commerce Act 1996, the Fair Trading Act 1987 and other statutes may imply warranties or conditions or impose obligations upon BOP Event Hire which

cannot by law (or which can only to a limited extent by law) be excluded or modified. In respect of any such implied warranties, conditions or terms imposed on BOP Event Hire, BOP Event Hire liability shall, where it is allowed, be excluded or if not able to be excluded only apply to the minimum extent required by the relevant statute.

10.2 Except as otherwise provided by Clause 10.1, BOP Event Hire shall not be liable for:

10.2.1 Any loss or damage of any kind whatsoever including consequential loss whether suffered or incurred by the customer or another person, and whether in contract, or tort, or otherwise and whether such loss or damage arises directly or indirectly from goods and services provided by BOP Event Hire to the customer, and

10.2.2 The customer shall indemnify BOP Event Hire against all claims and loss of any kind whatsoever however caused or arising and without limiting the generality of the foregoing of this clause whether caused or arising as a result of the negligence of BOP Event Hire or otherwise, brought by any person in connection with any matter, act, omission, or error by BOP Event Hire, its Agents or employees in connection with the goods and services.

11. CONSUMER GUARANTEES ACT

11.1 The guarantee contained in the Consumer Guarantees Act 1993 are excluded where the customer acquires goods and services from BOP Event Hire for the purposes of a business in terms of Section 2 and 43 of that Act.

12. CANCELLATION FEE

12.1 In the event of cancellation by the customer up to 5 days prior to exhibition build, BOP Event Hire retains the right to charge a cancellation fee equivalent to 50% of the value of the contract as set against the non-discounted price.

13. MISCELLANEOUS

13.1 The customer shall not assign all or any of its rights or obligations under this contract without the written consent of BOP Event Hire.

13.2 BOP Event Hire shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.

13.3 Where the terms of this contract are at variance with the order or instruction from the customer, this contract shall prevail.