Elite Projex Pty Ltd Terms and Conditions of Service Agreement.

Our terms and conditions are subject to change at any time.

By enlisting Elite Projex Pty Ltd to work on your event-based project you agree to our below terms and conditions of service.

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 and acceptance.

1.2 ‘You’, 'The Hirer' 'Client' – the person, company or organisations engaging our services.

1.3 ‘We’, ‘Us’, ‘Our’ ‘Elite Projex Pty Ltd’. ABN 96 618 180 484

1.4 Our ‘services’ – the services to be provided by us which include but are not limited to: event management, event design, event planning, event hosting, provision of marketing support, project management, production services, market research, custom display management & production services, Event & Exhibition Concept Design and manufacturing plans, equipment hire.

1.5 ‘Our suppliers’ – supply partners we work with to provide services and/or products.

2. Services

2.1 Quotations are based on requirements supplied by the client and are valid for 14 days from the issued date. If requirements and scope of works change so will the price.

﻿2.2 Equipment Hire - All items are on hire for the show duration except all graphics and/or items otherwise specified.  Equipment hire is at hirers own risk. The hirer is liable if Equipment is damaged, missing or stolen throughout the hire period, including install & dismantle periods please do not remove equipment at any time, please note replacement costs will apply.

2.3 The hirer upon installation/delivery of the equipment and services, must examine the equipment to be satisfied of the condition and suitability for the purpose to which it is required. Once the hirer takes possession of equipment and accepts all event services rendered by us including but not limited to; custom display stands, corporate events, special events the hirer acknowledges they are satisfied with works.

2.4 The hirer acknowledges that it has not relied upon the skill or judgement or any representation made by or on behalf of Elite Projex Pty Ltd in respect of the equipment, its purpose, and suitability/performance.

2.5 Artwork files are to be supplied print ready to us by you no later than the specified due date provided. Client must ensure layout, spelling, colourings on all graphics are correct and sign and return the graphic proof we supply.  We take no reasonability for incorrect information supplied reprint costs will apply.

2.6 Our event packages are put together with vendors/suppliers & are subject to availability & subject to change at any time, if suppliers’ schedules do not permit Elite Projex Pty Ltd will find suitable replacement options for the client.  Elite Projex Pty Ltd event packages are based clients briefs and our interpretation of requirements, it is the client’s responsibility to make sound and professional judgement if the event package is suitable for their brand.  Elite Projex Pty Ltd can assume no responsibility for vendors/supplier behaviour, equipment, performances.  Any damage, or theft to venues and/or event equipment is the responsibility of the client.  All additional costs applied to final invoices from vendors post event will be the responsibility of the client, Elite Projex Pty Ltd acts as an event agency facilitating the coordination of events only.

3. Limitations of our liability

3.1 We do not accept any liability for non-completion of an event and or exhibition or an event for any delay arising outside of our control including but not limited, "Force Majeure Event", supplier delays and/or negligence and other labour difficulty, including cancellation or postponement.

3.2. Elite Projex Pty Ltd are commissioned on behalf of the client to undertake work as directed by the client at their chosen attending event under no circumstances are, we liable for the outcome of the event/exhibition, including cancellation or postponement.

3.3 The event agreement between Elite Projex Pty Ltd & the Client is still valid if the client withdraws from any event/exhibition for any reason whatsoever this includes the event and/or exhibition being cancelled or postponed for any reason the client is still liable to adhere their agreement with Elite Projex Pty Ltd and payment terms as agreed – refer to Section 6. Termination & 10. Pricing & Payment Terms.

3.4 The liability of Elite Projex Pty Ltd in respect of any breach of the Contract, including any applied terms shall not extend to any consequential loss whatsoever suffered by the client and/or their guests.

3.5 We are not liable to you for consequential or indirect loss including but not limited too; any lost profits, business, or any indirect, consequential, incidental or special losses or damages arising under this contract.

3.6 We are not liable for any damage to any equipment or products that occurs in transport, including move in and out periods.  This includes but is not limited to, client products, custom display items.

3.7 We are not liable for any onsite delays including but not limited to, venue access, supplier delays, client delays, extra charges may apply.

3.8 We are not responsible for client owned products and/or personal belongings, and will not be responsible for theft, damage, disposal throughout any period on the event.

3.9 All onsite services and/or any venue related services including but not limited to; power connection, testing & tagging, venue rigging, water, waste and plumbing, wifi/internet connection, freight/loading dock charges for loading all items in and out, onsite storage and rubbish disposal, are your responsibility. Any costs associated with the above will be passed onto directly to you.

3.10 Under no circumstances do we handle logistics for any client products.

4. Insurance.

4.1 We have the following insurance policies:

a. public liability insurance up to the sum of $20 Million AUD

b. product liability insurance up to the sum of $20 Million AUD

c. professional indemnity insurance up to the sum of $20 Million AUD

4.2 We advise you to take out separate insurance for your event/exhibition.

4.3 Elite Projex Pty Ltd insurances premiums do not cover any client’s, staff and products at any time.

5. Warranty of Authority & Acceptance

The Client acknowledges that it is bound by these Terms & Conditions by virtue of

5.1 Client acceptance and engagement of our services can include but not limited to the below:

a. The signature of your event proposal contract document and returning to us via electronic mail.

b. confirmation in writing by electronic mail, referring to contract/proposal/design.

c. Requests we perform design & project management services for you on a scope of work.

5.2 Any person signing or purporting to sign the contract or another document on behalf of the client warrants that they have the authority of the client to sign and indemnifies the Owner against all losses incurred if that person does not have such authority.

6 Termination

6.1 The Owner may terminate the Contract at any time via electronic mail without liability to the Client for reason not limited to the below;

a. outstanding monies exceeding 30 days,

b. client failing to comply with event timeframes

c. client risking the reputation of Elite Projex

d. client providing false or misleading information impacting on Elite Projex Pty Ltd ability to perform work to our normal standard.

e. abusive behaviour to Elite Projex Pty Ltd team and/or contractors

6.2 In the event the Owner terminates to contract the client is still responsible for all monies owed as per clause 6.2-6.3-6.5.

6.2 The client may cancel their event package at any time after entering their agreement all cancelations for whatever reason incur a 50% cancellation of the overall cost, not including costs of all work commenced including but not limited to, materials, project management services, labour, supplier services.

6.3 All custom created orders that are cancelled after confirmation and documentation signage will incur costs at 100% of the price.

6.4 All cancellation requests must be submitted to Elite Projex Pty Ltd in the form of electronic email directly to your Event Manager.

6.5 All final invoices for outstanding monies will be issued to client the day the cancellation is received by the client or given by Elite Projex Pty Ltd - refer to section 10. Pricing & Payment terms for payment details.

7. Additional Costs

7.1. for design, consultancy and other similar services provided in connection to client’s event, all additional requests are subject to availability.

7.2 All variations to original contract, extra requests incur additional fees and will be quoted & invoiced accordingly.

7.3 Additional charges apply to all onsite orders and are subject to availability, all onsite work that varies from the contract will be charged at the project management rate of 95.00 p/h ex gst in business hours 8.30am-5.30pm extra fees apply for work outside of business hours, weekends and public holidays.

7.4. All onsite delays to our team regarding client products will incur additional charges of a 4-hour minimum to start.

7.5 Any onsite service requests throughout the event and/or exhibition period.

7.6 In the event we are asked to set up/integrate and dismantle client products additional costs apply.

8. Copyright and Intellectual Property Design, Drawing Services

8.1 All Drawings provided to the client are the property of the Owner. Under no circumstances is client to copy drawings or pass them on to third parties without prior written consent of the Owner. All Rights Reserved.

8.2 Design fees are $110.00 p/h ex gst fees are waived if client engages Elite Projex Pty Ltd to manage client event and or/exhibition.  All 3D renders and 2D build/layout plans and other information is owned by Elite Projex Pty Ltd and the designer listed on pages.

8.3 Reproduction or distribution of our design to any party for any purpose is expressly forbidden without the written permission from Elite Projex Pty Ltd.  If you distrubute our design to a third party to quote/produce your will be issued with your design fee this is to be cleared in full by due date.   Failure to do so and infringement on our copyright and intellectual property terms will see further action taken immediately against the client to recover funds, please refer to our payment terms.

8.4 Final finishes, materials, colouring, products and substrates may differ from the concept to the final product.

8.5 We have the right to alter final designs as we require without notice.

9. Copyright

9.1 The client acknowledges that copyright in all designs, drawings, proposals and other material produced by the Owner or any of its consultants remains the property of Elite Projex Pty Ltd.  The client must not infringe copyright terms as stated in the contract.

9.2 The client acknowledges 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 by the owner.

9.3 Elite Projex Pty Ltd retains personal rights to use completed projects as examples across their marketing platforms, including but not limited to, social media platforms, websites, brochures.

9.4 Elite Projex Pty Ltd collect your information for our use only, please note any information we obtain will not be on sold or shared.

9.5 Any information supplied by the client is confidential and will be integrated onto our design project, information will be shared with suppliers if required for project purposes only, client will be notified.

10. Pricing & Payment terms are as follows:

10.1. 50% deposit on all work cleared by invoice due date.

10.2 50% final invoices are due 10 business dates prior to event bump in date, invoices not paid by due date will not be delivered.

10.3. 10% surcharge applied to all orders places 4 weeks out from event bump in date.

10.4. Upon withdrawal of agreed services for whatever reason a 50% cancellation fee of client’s overall order is applied, not including costs of all work commenced including but not limited to, materials, project management services, labour, supplier services.

10.5. Upon withdrawal of agreed services for whatever reason a 100% cancellation fee of client’s overall order is applied to custom event elements.

10.6. 6% weekly late fees are added to all invoices that exceed payment due date. - in the event your account becomes overdue any outstanding monies will be referred to our solicitor to collect all fees associated with recovering monies will be added to final client account.

10.7. All published and provided pricing is subject to change at any time without notice.

10.8. All pricing is in Australia currency, excludes goods and services tax and stamp duty unless otherwise states.