This tariff is subject to advance warehouse shipments only – arriving on DDP / Freight prepaid incoterms into our designated receiving depot during the stipulated receiving / cut off dates – if you require assistance with general airfreight / sea freight shipment and customs clearance please feel free to reach out and we can confirm handling charges accordingly.

FREIGHT HANDLING TARIFF & SHIPPING INSTRUCTIONS
Dear Exhibitor,

Please find below important information and guidelines to assist you with your freight requirements for your upcoming exhibition attendance at ICA 2024.

GEL can arrange for your international freight moving into the show during build up to ensure your exhibition cargo is ready for set up in time for the event.

To avoid issues or delays with customs clearance, handling and delivery of your goods, please read these guidelines carefully and or pass them onto your appointed freight forwarder – through our global network of exhibition freight forwarders around the world we are able to put you in touch with a local service provider who will be able to get you a door to stand quotation and arrange all necessary documentation as well as move shipments within the recommended time frames.

Shipments pre-alerted & consigned to GEL Events Pty Ltd confirms acceptance of our Shipping Instructions, our standard terms and conditions, our Show Handling tariff or separate quote sent by GEL.

Please also note all exclusions and inclusions of services performed are outlined in our Exhibition Tariff.

These guidelines are compiled to assist in the speedy and economic clearance of exhibition cargo – which are especially important for the clearance of non-carnet temporary imports.

Our focus is on supporting you with your event logistics, providing advice and assistance at every step of the journey to help ensure the success of your show.

Please don’t hesitate to contact us for further information – we are looking forward to assist.

Your GEL Team
AWB / AIRFREIGHT CONSIGNEE INSTRUCTIONS

AIRFREIGHT

Airfreight shipments should be sent to
BRISBANE AIRPORT – BNE

Consignee on Master AWB:
GEL Events Pty Ltd
17 Randor Street
Campbellfield VIC, 3061 Australia

NOTIFY on MASTER AWB:
Exhibitor Name / Stand Number
c/o EXHIBITION NAME & VENUE

AIRFREIGHT ARRIVAL DEADLINE:

Airfreight shipments must arrive no later than
10 working days
before scheduled stand delivery / Move in
date
(based on general cargo).

Please contact us immediately if you are unable to meet the above indicated arrival deadlines – or if your cargo is delayed in transit to
Australia and we will assist as best as we can – however please note GEL cannot be held responsible for the late or non-delivery of
goods, including additional surcharges incurred for shipments that fail to comply with the above mentioned arrival dates.
Cargo arriving after the dates indicated will be subject to a late arrival surcharge on a case to case basis to cover additional charges
incurred.
# AIRFREIGHT INBOUND HANDLING

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Cost Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Import Terminal Fee &amp; Transfer Costs</td>
<td>AU$ 355.00 + AU$ 1.10 per KG based on chargeable weight / per AWB</td>
</tr>
<tr>
<td>Air Cargo Automation Fee / Import Doc Fee</td>
<td>Minimum AU$ 415.00 per AWB</td>
</tr>
<tr>
<td>If airline arrival charges increase, we will charge as per outlay</td>
<td></td>
</tr>
</tbody>
</table>

| Inbound handling from collection BRISBANE AIRPORT up to delivered event premises as per instructions (via GEL events warehouse) | AU$ 2.25 per KG based on chargeable weight / Minimum AU$ 825.00 per shipment |
| GEL events Service Charge - Inbound                      | AU$ 185.00 per shipment                                                      |

| Customs Clearance - ATA Carnet                           | AU$ 285.00 per Carnet                                                        |
| Customs Clearance - permanent entry                       | AU$ 225.00 per invoice (incl. first 5 lines)                                 |
| Customs Clearance - temporary entry (up to AU$ 150,000 total value) | AU$ 10.00 per extra line                                                     |
|                                                           | 2.25% of CIF value - Minimum AU$ 385.00                                     |

| Quarantine Lodgement & Declaration & Release             | AU$ 295.00 per shipment / per AWB                                            |
| Import Duties & Taxes                                    | as per outlay plus 10%                                                       |

Any other customs or quarantine related charges such as additional attendance, customs examination, quarantine treatment etc. are billed as per receipt + 10% outlay charge
## AIRFREIGHT OUTBOUND HANDLING

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outbound handling from collection at event venue up to delivered to BRISBANE AIRPORT (via GEL events warehouse)</td>
<td>AUS 2.25 per KG based on chargeable weight / Minimum AUS 825.00 per shipment</td>
</tr>
<tr>
<td>GEL events Service Charge - Outbound</td>
<td>AUS 185.00 per shipment / per AWB</td>
</tr>
<tr>
<td>Export Clearance ATA Carnet</td>
<td>AUS 285.00 per Carnet</td>
</tr>
<tr>
<td>Cancellation - temporary entry or General Export Clearance</td>
<td>AUS 225.00 per invoice / per EDN</td>
</tr>
<tr>
<td>Export Formalities / Airline Transfer / THC</td>
<td>AUS 355.00 plus AUS 0.75 per KG - Minimum AUS 415.00</td>
</tr>
<tr>
<td>Terminal Security Fee / Primary Screening</td>
<td>AUS 0.65 per KG / Minimum AUS 215.00 per AWB</td>
</tr>
<tr>
<td>Secondary Screening (if applicable)</td>
<td>AUS 0.30 per KG / Minimum AUS 185.00</td>
</tr>
<tr>
<td>Return A/F rates ex. BRISBANE AIRPORT up to arrival destination airport</td>
<td>Please contact us for current return export airfreight rates</td>
</tr>
</tbody>
</table>

Any additional requirements such as customs examination, Battery declarations, quarantine treatment etc. are billed as per receipt + 10% outlay charge.

www.gelevents.com.au
CARGO PRE ALERT REQUIREMENTS

Australian Customs have decreased tolerance on late cargo reporting, so please ensure we receive a full pre-alert in a timely manner to avoid any fines being served. Considering the time difference is vital, so Pre-Alerts received afterhours cannot be reported to customs before the next business day. This is crucial for any freight arriving over weekends or public holidays.

Other than AWB / BL copies – please include all supporting documents such as commercial invoice, letter of authority etc. in your pre alert so we have the latest versions of your issued documentation on file.

Pre alerts Deadline for Airfreight:
Minimum 5 days prior to scheduled ETA

GEL PROJECT MANAGER:
KILLIAN ROCK – email Killian@gelevents.com.au

IMPORTANT INFORMATION FOR COMBINATION SHIPMENTS / ATA CARNETS
CARGO BEING SHIPPED BY COMMERCIAL INVOICE AND ATA CARNET –
PLEASE ENSURE CARGO CONSISTING OF TEMPORARY ITEMS SHIPPED UNDER ATA CARNET AND PERMANENT ITEMS SHIPPED UNDER COMMERCIAL INVOICE WILL NEED TO BE SPLIT UNDER SEPARATE HOUSE AWBS / BILLS OF LADING.
WE ARE NOT ABLE TO CLEAR SHIPMENTS WHICH DO NOT HAVE SEPARATE HAWBS/ HOUSE BL’S ISSUED (1 HAWB FOR ATA CARNET AND 1 HAWB FOR GOODS COVERED UNDER COMMERCIAL INVOICE).

PLEASE ENSURE THE ORIGINAL ATA CARNET IS SENT VIA COURIER SERVICE AND NOT ATTACHED TO THE FREIGHT OR AWB POUCH – DELIVERY ADDRESS TO BE CONFIRMED ON A CASE TO CASE BASIS
IMPORTANT
Please ensure to submit all draft documentation for approval before you finalise your booking, and cargo departs / is uplifted from Origin. Australia’s stringent import regulations prohibit a variety of items which may require import permits. Failure to comply could result in goods being delivered late, missing the event, or being seized by the Australian Customs & Government Authorities.

MANDATORY AIR FREIGHT DOCUMENTATION
- MASTER AWB (DIRECT IATA MAWB)
- LETTER OF AUTHORITY
- COMMERCIAL INVOICE OR ATA CARNET & PACKING LIST
- ADDITIONAL DOCUMENTATION MAY BE REQUIRED DEPENDING ON THE NATURE OF GOODS YOU INTEND TO SEND TO AUSTRALIA (E.G. NEW&UNUSED / ASBESTOS / PROCESSED WOOD DECLARATIONS - DATA SHEETS OR TECHNICAL DRAWINGS ) WE WILL BE ABLE TO PROVIDE WITH YOU WITH THE REQUIRED TEMPLATES SHOULD EXTRA DOCUMENTATION BE REQUIRED FOR YOUR SHIPMENTS.

COMMERCIAL INVOICE REQUIREMENTS
- All entries in these forms must be in English
- Commercial Invoice must state a numerical link - e.g. invoice number
- All Items must be classified by indicating the 9-digit HS Code
- Separate FOB and CIF Values must be indicated on commercial invoice
- A full description of the item must be given. Do not just indicate the model name or model number – we do require you to describe the item in detail – e.g. plastic cut away model of volcano activity survey equipment / black ink pens with company logo / floor standing exhibition display stand made of plastic and mdf boards – please also INCLUDE WHAT THE ITEM IS MADE OF
- Package number (must match the total piece count / 1 of 10 to 10 of 10)
- Gross weight / Net weight / Dimensions
- Ensure true and accurate commercial value is declared, as under declaring values will result in clearance delay. As we need evidence of true commercial value and a separate declaration from the manufacturer.
- Exhibitors are to indicate the items that will be re-exported as well as the items that will be disposed of, consumed or given away at the end of the exhibition
- Please indicate country of origin for each item

The term “No Commercial Value” or Pro-Forma Invoice is NOT ACCEPTED by the authorities –
Consignee on commercial invoice: GEL EVENTS PTY Ltd. / 17 Randor Street / Campbellfield VIC 3061 Australia
please ensure the event name / venue and your exhibitor name and stand number is clearly indicated on the commercial invoice.
IMPORT OPTIONS - CUSTOMS PROCEDURES

Temporary Import
We are able to arrange a temporary entry of goods into Australia. Please be advised that all goods entering under temporary admission are subject to re-export from Australia after the event. You must contact us if the value of your shipment exceeds AUD 100,000.-

Permanent Import
Goods which enter Australia on a permanent basis, either for consumption or give away will be subject to import duty / goods & service tax – GST. Please contact us for duty and GST % rates and this will be payable on all items given away or consumed.

Please note Australian Customs evaluates import duty & tax rates for every individual item including give away items and brochures. Import duties are calculated on the FOB value and import tax (GST) is calculated on the CIF value plus import duties. Failure to comply to indicate separate FOB and CIF values will result in Australian Customs assessing the CIF value based on "average" freight and insurance amounts or the freight amount shown on the AWB. This will result in higher duty & GST amounts applicable or a higher temporary import fee. This is an Australian Customs requirement and not within our control – therefore please clearly indicate separate FOB and CIF values on your commercial invoice.

ATA Carnet
This can be used for temporary goods and the shipment must return in full at the close of the show.ATA Carnet goods must be on a separate House airway or bill of lading and cannot be mixed with other items under a commercial invoice / packing list. IMPORTANT – Australian Customs are extremely strict with ATA Carnet shipments and maybe rejected if not in line with the Istanbul Convention Carnet rules. Customs Inspections:

All shipments being imported into Australia may be subject to inspection by Customs officials and matched against the Customs invoice / packing list provided. Please do not place any items in your shipment that do not appear on your invoice / packing list. Inaccurate or untrue information on these documents will result in penalties and / or seizure. Any applicable fines will be invoiced as per outlay plus 15%.

Controlled / Prohibited Items
This information is provided as a guide only. To ensure you comply with Australian Government legislative requirements, please contact us immediately before shipping any of the following goods. Failure to do so can result in prosecution:

Food items / Cosmetics / Vehicles / Boats / Used machinery / Military / Defence equipment / Weapons
Any items containing CFS Gags / Ozone depleting substances – Fridges, air conditioning units

Hoovers / Vacuum cleaners / Goods bearing an image of the Australian flag. Any goods bearing the word "ANZAC" or similar words / Handheld laser pointer devices / Refillable lighters with a Customs value of AUD $5 or less / novelty lighters / Bicycles / Work boots – please also note any give away items need to show the CE marking indicating conformity with health, safety and environmental protection standards.

Temporary Imported goods sold or not re-exported
Exhibits / materials entered under our local temporary import bond are subject to control and examination by Australian Customs at the port / airport of entry for both inward and outward movements. Any exhibits remaining in Australia after closure of the exhibition are subject to duties and / or taxes. Conversion Charges to Permanent Entry and all applicable duties and tax payments must be guaranteed prior to removal of goods from the exhibition venue – in instances where the conversion procedure hasn’t been finalised please note the subject cargo has to be held within our control before it can be released to any 3rd party or the end buyer – please contact us immediately if you intend to sell your goods during the event so we can advise you on best procedure to avoid any additional charges for additional transport and warehousing.
GEL EVENTS PAYMENT TERMS

Providing an exhibitor has utilised the services of our nominated agent, all charges incurred will be forwarded to that agent for payment on behalf of the exhibitor.

Where an exhibitor has utilised another freight forwarder who has not been nominated by us as affiliate partner, payment MUST be finalised either through your nominated freight forwarder or the exhibitor directly – PRIOR TO DELIVERY TO THE STAND. In the event where the exhibitor has utilised the services of another freight forwarder and wishes to pay by credit card, please note there is a 3.5% credit card surcharge fee based on total invoice amount. Should payment be made in cash, it MUST be made in Australian Dollars – an official receipt will be provided at the time of payment. Payment terms are strictly 7 days from invoice date / latest 48 hours before onsite delivery – if no other payment agreements have been stipulated between all involved parties. Please contact us for our banking details.

INSURANCE

It is the responsibility of the exhibitor or their nominated freight forwarder to arrange adequate insurance cover to include transit to and from the exhibition, whilst on display and in storage. All transactions are undertaken subject to GEL Events Standard Terms and Conditions.
GEL EVENTS GENERAL TERMS & CONDITIONS

The consigning or receipt of cargo to /at GEL Events warehouse constitutes acceptance of the provided quotation or tariff.

It is the sole responsibility of the sender to implement measures & procedures to prevent the unauthorised carriage of restricted or prohibited items contained within their shipment (e.g. explosives / incendiary devices / undeclared batteries etc.)

The sender is required to prepare and handle their consignments in a manner which will not compromise their security standing and understand that airfreight will be subject to security and clearing procedures upon arrival at destination

For freight received after arrival deadlines or too late for the event, GEL events cannot be held accountable and handling charges ( inclusive Import duties and taxes) are still applicable in full.

GEL Events is not liable for any delays in clearance or transport caused by insufficient documentation or not adhering to shipping instructions. It is the responsibility of the shipper / sender to ensure that every piece in your consignment is clearly labelled and sufficiently/ appropriately packaged for transportation.

Any carriage and any operations and services offered by GEL Events / Gaffney’s Event Logistics Ltd or by any of its divisions / authorised agents are offered on the basis that GEL Events is not a Common Carrier and that such carriage, operations, and services are undertaken subject only to our Terms and Conditions.

INSURANCE

It is the responsibility of the exhibitor or their nominated freight forwarder to arrange adequate insurance cover to include transit to and from the exhibition, whilst on display and in storage. All transactions are undertaken subject to GEL Events Standard Terms and Conditions.
Providing an exhibitor has utilised the services of our nominated agent, all charges incurred will be forwarded to that agent for payment on behalf of the exhibitor.
Where an exhibitor has utilised another freight forwarder who has not been nominated by us as affiliate partner, payment MUST be finalised either through your nominated freight forwarder or the exhibitor directly - PRIOR TO DELIVERY TO THE STAND. In the event where the exhibitor has utilised the services of another freight forwarder and wishes to pay by credit card, please note there is a 3.5% credit card surcharge fee based on total invoice amount. Should payment be made in cash, it MUST be made in Australian Dollars - an official receipt will be provided at the time of payment. Payment terms are strictly 7 days from invoice date / latest 48 hours before onsite delivery - if no other payment agreements have been stipulated between all involved parties.

GEL EVENTS PAYMENT TERMS

GEL events pty ltd.
ABN 39 600 044 620
Swift Code - BENDAU3B / BSB - 633 000
Bendigo Bank 958 Main Rd, Eltham VIC 3095:
Account Number - 152 188 413

Contact GEL accounts team: accounts@gelevents.com.au
In these Terms unless the contrary intention appears:

“Agreement” means the agreement for the supply of Services by Gel Events to the Customer which incorporates the Order Terms and these Terms.

“Additional Charges” means the Additional Charges set out in the Order Terms and, where advised by Gel Events, otherwise includes relevant delivery, handling and storage charges, goods and services tax, stamp duty, interest, legal and other costs of recovery of unpaid money and all other government imposts and all money, other than the Fees, payable by the Customer to Gel Events arising out of the provision of the Services.

“Customer” means the Customer set out in the Parties section of the Agreement for whom the Services are to be supplied by Gel Events.

“Corporations Act” means the Corporations Act 2001 (Cth).

“Customer Background Material” means all material independently created by the Customer (or licensed to the Customer by a third party) which is in existence before the date of the Agreement, or which comes into existence after the date of the Agreement other than in connection with the Agreement.

“Dangerous Goods” means Goods that are or may become explosive, inflammable, radioactive or which otherwise are or may become capable of damaging any property of any nature and in any manner including without limitation Hazardous Goods.

“Fees” means the fees payable by the Customer for the services as set out in the Order Terms subject to any variations made under these Terms.

“Force Majeure” means an act of God, lightning, storm, flood, earthquake, fire, explosion, war, terrorism, pandemic or epidemic, government direction or order or any other event beyond the reasonable control of a party but only where the relevant event prevents the party from complying with their obligations under the Agreement.

“Gel Events” means Gel Events Pty Ltd ACN 600 044 620.

“Gel Events Background Material” means all material provided by or on behalf of Gel Events or an employee of Gel Events to the Customer under the Agreement.

“Goods” means the goods accepted by Gel Events from or on behalf of the Customer or any other person in relation to the provision of the Services and includes without limitation all plant, machinery, Dangerous Goods, chattels and goods and any container or other unit load device used to consolidate goods not supplied by or on behalf of Gel Events.

“Hazardous Goods” means Goods which are hazardous goods as defined from time to time by the Insurance Council of Australia Limited.

“Insolvency Event” means the happening of any of the following events:

(a) committing an act of bankruptcy;
(b) a party is, or states that it is, unable to pay all of its debts as and when they become due and payable, or it has failed to comply with a statutory demand as provided in section 459F(1) of the Corporations Act;
(c) an order is made for the winding up or dissolution, or a resolution is passed or any steps are taken to pass a resolution for the winding up or dissolution;
(d) an administrator, provisional liquidator, liquidator or person having a similar or analogous function under the laws of any relevant jurisdiction is appointed or any action is taken to appoint any such person and the action is not stayed, withdrawn or dismissed within 14 days;
(e) a controller (as defined in the Corporations Act) is appointed in respect of any property of the party;
(f) the party is deregistered under the Corporations Act;
(g) the party enters into, or takes any action to enter into, an arrangement (including a scheme of arrangement or deed of company arrangement), composition or compromise with, or assignment for the benefit of, all or any class of its creditors or members or a moratorium involving any of them; or
(h) anything analogous to or of a similar effect to anything described above under the law of any relevant jurisdiction occurs in respect of the party.

“Intellectual Property Rights” means all industrial and intellectual property rights throughout the world, including all copyright and analogous rights, all rights in relation to inventions or discoveries (including patent rights), designs, registered and unregistered trade marks (including service marks), trade names, brand names, indications of source or appellations of origin, know-how, software, circuit layouts and all other rights throughout the world resulting from intellectual activity in the industrial, scientific or artistic fields.

“Order Terms” means the order terms as set out in the Agreement. “Services” means the services set out in the Order Terms to be provided to the Customer by Gel Events.

2. Agreement for Services

2.1 Gel Events will supply Services to the Customer in accordance with the terms of the Agreement.

2.2 The Agreement is governed by these Terms and the Customer will be deemed to have accepted these Terms. These Terms will apply in substitute of any terms or conditions provided by the Customer, and in the event any terms and conditions provided by the Customer is deemed to apply, these Terms will prevail to the extent of any inconsistency.

2.3 The Agreement consists of the Order Terms and these Terms and Conditions. If there is any inconsistency between the Order Terms, including the Special Conditions, and these Terms and Conditions, then the Order Terms will prevail to the extent of the inconsistency.

2.4 The Customer cannot terminate the Agreement without obtaining the prior written approval of Gel Events, which Gel Events may refuse in its absolute discretion. Where Gel Events agrees to the termination of the Agreement, the Customer agrees to indemnify Gel Events against any loss, damage, liability, claim, expense or cost accrued prior to the termination or arising out of or in connection with the termination of the Agreement.

2.5 In the event the Customer requests any variation to the Services including without limitation to the specifications, location of provision of the Services, provision instructions or any other requirement in relation to the supply of the Services, Gel Events reserves the right to not agree to the variation or to agree to the variation and amend the Fees accordingly.

2.6 If any variations are made pursuant to clause 2.5, the Customer agrees to pay the Fees (as amended) for the varied Services and any additional reasonable costs and fees determined by Gel Events.

2.7 Where the provision of the Services is in relation to Goods, and where such Goods are or include any Dangerous Goods or any Goods that are damaged, then the Customer must present a full description of the Goods in writing to Gel Events prior to tendering such Goods for the provision of the Services and in any event the Customer will be liable for any damage, loss, liability, claim, expense or cost arising in any way from the provision of the Services whether or not the Customer was aware of the nature of the Goods.

2.8 Any Service dates and timing provided are intended to be an estimate only.

3. Liability

3.1 To the maximum extent permitted by law, the liability of Gel Events’, its affiliates and related entities, servants, employees, and agents under the Agreement is limited to (at Gel Events’ option): 3.1.1 the supply of the relevant Services again; or
3.11.2 the payment of the cost of having the Services supplied again; or
3.12 in respect of any goods sold by Gel Events to the Customer, or damage to Goods caused while providing the Services, and where such goods are the subject of a claim:
3.12.1 the replacement of the goods or the supply of equivalent goods;
3.12.2 the repair of the goods;
3.12.3 the payment of the cost of replacing the goods or of acquiring equivalent goods; or
4.3.12.4 the payment of the cost of having the goods repaired.
5.3.2 Where the limitation of liability under clause 3.1 does not apply, the Customer agrees that the maximum aggregate liability of Gel Events under the Agreement or from any claim arising from or in connection with the Services in contract, tort (including negligence) or under any statute (however caused) is limited to an amount equal to the Fees. The Customer covenants to not commence proceedings or any legal action whatsoever where the maximum amount of damages claimed is in excess of the amount of the Fees. The Customer agrees that this clause may be used by Gel Events as a bar to proceedings that claim aggregate damages in excess of the amount of the Fees.
6.3.3 The Customer agrees that the sole remedy for any breach under the Agreement or for any claim arising from or in connection with the Services including negligence is damages.
6.3.4 Any claim in relation to the provision of Services including without limitation any incomplete provisioning of the Services or any other deficiency in the Services must be notified to Gel Events in writing within five days of the relevant service date as set out in the Order Terms.
8.3.5 Subject to clause 3.6, to the extent permitted at law, all other warranties whether implied or otherwise, not set out in these Terms are excluded.
8.3.6 Provisions of the Competition and Consumer Act 2010 (Cth) (or any other legislative provision) may imply warranties or conditions or impose obligations on Gel Events that cannot be excluded. This Agreement is to be read and construed as subject to any such non-excludable statutory provision.
10.3.7 Warranties provided by Gel Events for Services do not extend to any claim arising out of damages caused by the act, omission or negligence of the Customer or its personnel or any third party.
11.3.8 Gel Events, its affiliates and related entities, employees, and agents will not be liable for economic or consequential loss, injury, expense or damage to the Customer or any third party arising from or in relation to the Services, notwithstanding negligence on the part of Gel Events, its suppliers, employees, agents, successors or assigns or that Gel Events may have been aware of the possibility of the economic or consequential loss, injury, expense or damage.
4. Fees and Payment
4.1. The Customer must pay the Fees and the Additional Charges to Gel Events within 14 days of the date of the relevant invoice issued by Gel Events. Unless otherwise agreed with Gel Events in writing, the upfront payment set out in the Order Terms (if applicable) must be paid on the date of the Agreement.
4.2. If the Customer is in default or fails to make payment in accordance with clause 4.1, Gel Events may at its sole discretion, in writing, discontinue, suspend or terminate the Agreement:
4.2.1 immediately suspend the provision of the Services to the Customer;
4.2.2 seven days after a notice of failure to pay has been provided to the Customer, terminate the Agreement without prejudice to any of its existing rights;
4.2.3 charge interest on the outstanding balance at a rate of 15% per month or part of a month from the due date for payment until full payment is received by Gel Events; and
4.2.4 charge any administrative charges and other charges (including enforcement and legal costs) incurred by Gel Events in relation to this failure to pay to the Customer.
4.3. All amounts payable by the Customer under these Terms must be paid without set-off or counter claim of any kind.
4.4. Any consideration to be paid or provided for a supply made under or in connection with the Agreement, unless specifically described in the Fees as being GST inclusive, does not include an amount on account of GST.
5. Indemnity
5.1. Gel Events may terminate the Agreement immediately by giving the Customer written notice if:
5.1.1 the Customer breaches a material condition of the Agreement and the breach is incapable of remedy, or where the breach is capable of remedy the Customer does not remedy that breach within 30 days of the date of notice of the breach; or
5.1.2 the Customer is subject to an Insolvency Event.
5.1.5 Gel Events may, by written notice to the Customer, terminate the Agreement without cause within 14 days of the date of the Agreement.
7. Force Majeure
7.1. If Gel Events is prevented from providing the Services as a result of a Force Majeure Event the obligations Gel Events under these terms shall be suspended for the period of the Force Majeure Event. In the event of a Force Majeure Event occurring Gel Events will as soon as practical in the circumstance notify the Customer in writing of:
7.1.1 the nature of the Force Majeure Event; and
7.1.2 the extent to which Gel Events is prevented from providing the Services.
7.2. If the Force Majeure Event continues for a period of one month from the date of the notice in Condition 7.1, Gel Events may without penalty, by notice in writing to the Customer terminate the Agreement.
8. Intellectual Property
8.1. All rights including Intellectual Property Rights in the Gel Events Background Material remain vested in Gel Events or its licensors.
8.2. The Customer grants to Gel Events a non-exclusive, royalty-free, revocable licence to use, reproduce, modify, adapt, maintain and further develop the Customer Background Material to perform its obligations under the Agreement.
8.3 The Customer indemnifies Gel Events, its affiliates and related entities, servants, employees, and agents in respect of any claim, liability, loss or damage which the indemnified parties pay, suffer, incur or is liable for arising out of or in connection with any claim brought or threatened against the indemnified party by a third party alleging that the Customer Background Material or any material developed from the Customer Background Material infringes any rights including Intellectual Property Rights of any person.

9. Insurance
9.1 Where the provision of Services is in relation to or otherwise involves Goods, the Customer must take out, keep current and produce to Gel Events on request, evidence with a reputable insurer of a valid and enforceable public and product liability insurance policy (on an occurrence basis) for $20 million per claim from the date of the Agreement until the date that all Services have been fully provided under the Agreement.

10. Subcontracting
10.1 Gel Events may subcontract any of its obligations under the Agreement without the prior written consent of the Customer.

10.2 Gel Events will remain fully responsible for the performance of the Services in accordance with the Agreement notwithstanding the engagement of any subcontractors.

11. Customer Information
11.1 The Customer agrees and consents to Gel Events disclosing commercial credit-related information of the Customer to credit reporting bodies. Any such disclosures will be in accordance with applicable legislation and Gel Events’ Privacy Policy.

11.2 The Customer consents to Gel Events using the Customer’s personal information other than commercial-credit related information for direct marketing purposes. The Customer may provide written notice at any time to Gel Events to retract this consent and Gel Events will promptly stop any use of the Customer’s personal information for direct marketing purposes.

12. Electronic Communications and Terms Acceptance
12.1 The Customer agrees to electronically receive and be contractually bound by any and all relevant electronic documents from Gel Events.

12.2 The parties may electronically execute the Agreement and the parties acknowledge and agree that the electronically executed Agreement will be binding and enforceable.

13. Notices
13.1 Any notice, demand, consent or other communication (Notice) given or made under the Agreement must be in writing and be personally served, sent by post or sent by email to the party to whom the Notice is addressed at its address set out in the Parties section of the Agreement or such other address as that party may have notified to the other party.

13.2 Notices are deemed given:
13.2.1 in the case of personal delivery, when delivered;
13.2.2 in the case of delivery by post, three business days after the date of posting; or
13.2.3 in the case of email, when the message is successfully transmitted and an acknowledgement of receipt from the receiver’s computer is recorded on the sender’s computer,

but if the result is that a Notice would be taken to be given or made on a day that is not a business day or the Notice is sent or is later than 5.00pm (local time) it will be taken to have been duly given or made at the commencement of business on the next Business day.

14. General
14.1 The Agreement is to be construed in accordance with the laws from time to time in the State of Victoria and the Commonwealth of Australia. The parties submit to the non-exclusive jurisdiction of the Courts of Victoria, Australia and any courts which may hear appeals from those courts in respect to any proceedings in connection with the Agreement.

14.2 Interpretation of the Agreement shall not be interpreted for or against a party solely because that party drafted the Agreement.

14.3 The Agreement contain all of the terms and conditions of the contract between the parties and may only be varied by agreement in writing between the parties.

14.4 Any conditions found to be void, unenforceable or illegal may, to that extent, be severed from the Agreement and the remaining provisions or parts of the provisions of these the Agreement continue in force.

14.5 No waiver of any of these Terms by Gel Events or failure to exercise a right or remedy or failure to insist upon strict performance by the Customer of these Terms will be considered to imply or constitute a further waiver by Gel Events of the same or any other term, condition, right or remedy, on any subsequent occasion, and shall not discharge the Customer from any of its obligations under the Agreement.