



CORPORATE SPORTS AUSTRALIA PTY LTD  
RAC FREEWAY BIKE HIKE FOR ASTHMA  
18 MARCH 2012  
MARQUEE SALES  
TERMS & CONDITIONS

## 1. Payment

The Client agrees to pay 100% of the total cost shown on the Schedule of Details ("the Total Cost") within seven (7) days of its signature of the contract or within such longer period as CSA may in its sole discretion allow. CSA can if it chooses to do so, cancel the contract if the Total Cost has not been paid. In the event of cancellation the provisions of clause 2 will apply.

## 2. Cancellation

(a) Without limiting CSA's right to claim payment under the contract or any loss and damage arising as a result of the cancellation thereof, if CSA or the Client for any reason, cancels this contract more than twelve (12) weeks before the event, the Client agrees that it must pay CSA, 50% of the Total Cost plus GST as a cancellation fee.

(b) If CSA (pursuant to clause 1 or any other right it has to do so) or the Client for any reason, cancels this contract less than twelve (12) weeks before the event the Client must pay to CSA the Total Cost plus GST as a cancellation fee.

(c) Any amount which has at the time of the cancellation been paid by the Client in respect of the Total Cost due, will be forfeited to CSA and will be deducted from the amount which is due as the cancellation fee.

(d) Notice of cancellation by the Client shall not take effect until it is received in writing by CSA. If the notice is not received on a working day then the notice will only take effect on the next working day after it is received. This clause (d) is inserted solely for the benefit of CSA.

## 3. Alteration to the advertised package

Every reasonable effort will be made to adhere to the advertised package, but any package may be altered or parts omitted or dates changed for any cause that CSA shall in its sole discretion consider to be reasonable. CSA is entitled without incurring any liability, to change the site and location of the hospitality facilities being provided.

## 4. Cancellation of days play or event

Without limiting any other provision hereof, CSA has no liability to make any refund to the client whatsoever if for any reason outside the control of CSA, a days play or event be partly or wholly cancelled for any reason including bad weather. CSA recommends that the Client consider obtaining appropriate insurance coverage through its own Broker. Should a facility or venue for the event, for any reason be destroyed or made unusable CSA is not obliged to make any refund.

## 5. Food and Liquor

CSA has the sole right for the provision of food and liquor in all areas and no items of this nature shall be brought into the event venue. CSA shall adhere to the local licensing conditions for alcohol.

## 6. Disclaimer and Indemnity

The Client hereby waives and releases CSA from and indemnifies and holds CSA harmless against, any and all costs, damages, and expenses, which are incurred by the Client, its agents, employees and/ or guests and which arise in connection with this contract or the attendance at the event except to the extent that such costs, damages and expenses are caused or contributed by the negligent acts or omissions of CSA.

## 7. Miscellaneous

(a) This agreement constitutes the sole and exclusive agreement between the parties. The Client acknowledges that no other warranties, representations written or verbal, have been made that are not reflected herein.

(b) This agreement is governed by and construed in accordance with the laws of Western Australia, and the Client agrees to submit to the exclusive jurisdiction of the Courts in that State. The client hereby irrevocably waives any objection to the venue of any legal process selected by CSA.

(c) The Client agrees to pay all fees incurred by CSA in recovering any sum due under the Contract, (or resolving any dispute with the Client), on a full indemnity basis.

(d) The Client agrees that any claim or dispute under or arising out of this contract shall be dealt with as a general procedure case as contemplated by the Magistrates Court (Civil Proceedings) Act 2004 WA ("the Act") and that if CSA is a successful party in the case, then the Client agrees to pay all of the costs incurred by CSA regardless of the value of the claim or the relief claimed, and as contemplated by s25(7) of the Act, the Client agrees to pay CSA's costs on either an indemnity basis or under the applicable costs determination whichever is the greater.

(e) The person who signs for the Client represents that he or she has authority to make this contract on behalf of the Client. If it is found that by reason of the persons lack of authority, the Client is not liable under this contract, then such person shall be deemed to have made this contract with CSA on his/her own behalf.