

## Cake Bake & Sweets Show International Convention Centre, Sydney 23 - 25 November 2018

## TRANSPORT QUOTE REQUEST

Agility Fairs & Events offers a full door to stand service. To receive a transport quote, please complete sections A and B below.

If you require any onsite services (i.e. forklift and storage) please complete <b>sections A and C</b> below.											
Fields marked with (*) asterix are mandatory - Failure to complete may result in delays.											
SECTION A - BILLING DETAILS											
*Company:		*ABN / ACN:									
*Address:											
*Contact Name:		*Emai	*Email:								
*Phone:		*Mob	*Mobile:								
*Corporate Email (	Accounts):	*Phone:									
SECTION B - TRANSPORT SERVICES  Complete this section to receive a quote											
*Description o	f Consignment: (if weights / dimensions are unk	cnown at this	stage	e, please estimo	ate in the spaces	provided)					
No. of Items	Description	Length		Width	Height	Weight					
*Pick-up Address: (	If Different to above)										
*Pick-up Contact N	*Pick-up Contact Number:										
*Forklift available o	at collection point? Yes No	*Tailgate required for collection?									
Special requirements (for collection):											
Preferred pick-up date and time:											
*Stand Name:											
*Do you require returns after the event? Yes No											
	DANGEROUS GOODS / HA	ZARDOUS	S SUB	STANCES							
*Please advise if there are Dangerous Goods / Hazardous Substances / Chemicals: Yes No  If Yes, Please provide details:											
	SECTION C - MATERIALS HAND	LING (FOI	RKLIF	T & STORAC	GE)						
*Do you require onsite forklift services during Move-In and/or Move-Out?											
*Will you require storage of empty packaging during the show?    Yes   Note that the property is a second of the property of the show in the show is a second of the property of the show in the show is a second of the property of the show in the show is a second of the show in the show in the show is a second of the show in the show is a second of the show in the s											
	ACKNOWLE	DEGMENT									
I have read and acc	ept Agility's Standard Terms & Conditions (refer to	page 2)				Yes No					
*Accepted by: (Signature of Authorised	Representative)		Date:								
PLEASE COMPLETE THIS FORM AND RETURN BY FRIDAY 2 <sup>nd</sup> NOVEMBER, 2018 TO  kbarraclough@agility.com OR FAX TO 03 9330 3337  FOR MACRE INFORMATION REPASE CALL KATHARINE BARRACLOUGH ON 03 9330 9015											



HEAD OFFICE – MELBOURNE: 28-32 Sky Road, Melboume Airport VIC 3045 (PO Box 1328 Tullamarine VIC 3043)
Tel: +61 3 9330 3303 Fax: +61 3 9330 3337 Email: fairs-australia@agility.com
SYDNEY: 10 Marigold Place, Milperra NSW 2214
Tel: +61 2 8755 8899 Fax: +61 2 9642 6899 Email: fairs-australia@agility.com
WEB: www.agility.com

## **Standard Terms and Conditions of Contract**

PARTI	GENER	AL CONDITIONS APPLICATION				
1.	(A)	Subject to clause (B) below, all services of	the Company whether gratuitous or not are subject to these Conditions.			cease. The Customer shall be responsible for any additional costs of carriage to and delivery and storage at such place and all other expenses incurred by
		The provisions of Part I shall app     The provisions of Part II shall on	ily to all such services.  In apply to the extent that such services are provided by the Company as agents.	21.		the Company.  If delivery of the Goods or any part thereof is not taken by the Customer or Owner at the time and place when and where the Company, or any person
	(B)	(iii) The provisions of Part III shall or	ily apply to the extent that such services are provided by the Company as principals.  notuding "bill of lading" (whether or not negotiable), or "waybill" is issued by or on behalf of the Company and			whose services the Company makes use of, is entitled to call upon the Customer or Owner to take delivery thereof, the Company or such other person shall be entitled to store the Goods in the open or under cover at the sole risk and expense of the Customer.
	(B)	provides that the Company contracts as of	ncluding "oil of lating" (whether or not negotiable), or "wayour is issued by or on behalf of the Company and arrier the provisions set out in such document shall be paramount in so far as such provisions are inconsistent	22.		Notwithstanding clauses 20 and 21, the Company shall be entitled but under no obligation at the expense of the Customer payable on demand and without
	(C)	with these conditions. Every variation, cancellation or waiver of	these Conditions must be in writing signed by a Director of the Company. Notice is hereby given that no other		(A)	any liability to the Customer or Owner, to self or dispose of on giving 21 days notice in writing to the Customer all Goods which in the opinion of the Company cannot be delivered as instructed, and
2.		person has or will be given any authority w	hatsoever to agree to any variation cancellation or waiver if these Conditions. as agents except in the following circumstances where the Company acts as principal:		(B)	Without notice Goods, which have perished, deteriorated or altered, or are in immediate prospect of doing so in a manner which has caused or may be reasonably expected to cause loss or damage to any person or property or to contravene applicable regulations.
	(A)	where the Company performs any carriage	s, handling or storage of Goods but only to the extent that the carriage is performed by the Company itself or its	23.		The Company shall have a particular and general lien on all Goods or documents relating to Goods in its possession for all sums due at any time from the Customer or Owner and on giving 28 days notice in writing to the Customer, shall be entitled to sell or dispose of such Goods, or
	(B)	servants and the Goods are in the actual of where prior to the commencement of the	sustody and control of the Company, or carriage of Goods the Customer in writing demands from the Company particulars of the identity, services or			documents at the expense of the Customer and without liability to the Customer and Owner and apply the proceeds in or towards the payment of such
		charges of persons instructed by the Cor	npany to perform part or all of the carriage, the Company shall be deemed to be confracting as a principal in sect of which the Company fails to give such particulars demanded within 28 days of the Company's receipt of	24.		sums.  The Company shall be entitled to retain and be paid all brokerages, commissions, allowances and other remunerations customarily retained by or paid to
	(C)	such demand, or		25.		freight forwarders.  The Company shall have the right to enforce against the Owner and the Customer jointly and severally any liability of the Customer under these Conditions.
	(D)	To the extent that the Company expressly To the extent that the Company is held by	a court of law to have acted as a principal,		Contr	or to recover from them any sums to be paid by the Customer which upon demand have not been paid.
3.		Without prejudice to the generality of claus (A) The changing by the Company of	e 2, of a fixed price for a service or services of whatsoever nature shall not in itself determine or be evidence that the	26.	(A)	If a Container has not been packed or stuffed by the Company, the Company shall not be liable for loss of or damage to the contents if
		Company is acting as an agent of	er a principal in respect of such service or services;			Caused by: (i) The manner in which the Container has been packed or stuffed,
		agent or a principal in respect of	of their own or leased equipment shall not in itself determine or be evidence that the Company in acting as an any carriage, handling or storage of Goods;			(ii) The unsuitability of the contents for carriage in containers, unless the Company has approved the suitability.  The unsuitability or defective condition of the Container provided that where the Container has been supplied by or on behalf of the Company this
		<ul> <li>(C) The Company acts as an agent person, other than the Company</li> </ul>	where the Company procures a bill of lading or other document evidencing a contract of carriage between a			paragraph (iii) shall only apply if the unsuitability or defective condition arose (a) without any negligence on the part of the Company or (b) would have been apparent upon reasonable inspection by the Customer or Owner or person acting on behalf of either of them,
		(D) The Company acts as an agen	t and never as a principal when providing services in respect of or relating to customs, requirements, taxes, prifficates of origin, inspection, certificates and other similar services.		(B)	<ul><li>(iv) If the Container is not sealed at the commencement of the Carriage except where the Company has agreed to seal the Container.</li></ul>
		Definitions	princates of origin, inspection, certificates and other similar services.			The Customer shall defend, indemnify and hold harmless the Company against all liability, loss, damage, costs and expenses arising from one or more of the matters covered by (A) above except for (A)(iii)(a) above.
4.	In these	conditions (A) "Company"	Is Agility Fairs & Events Pty Ltd		(C)	Where the Company is instructed to provide a Container, in the absence of a written request to the contrary, the Company is not under an obligation to provide a Container or any particular type or quality.
		(B) "Customer"	Means any person at whose request or on whose behalf the Company provides a service; Includes persons or any body or bodies corporate;	27.	(A)	General Liability  Except insofar as otherwise provided by these Conditions, the Company shall not be liable for any loss or damage whatsoever arising
		(D) "Owner"	Includes the owner, shipper and consignee of the Goods and any other person who is or may become		* *	from:
		(E) "Authority	interested in the Goods and anyone acting on their behalf; A duly constituted legal or administrative person, acting within its legal powers and exercising jurisdiction			(b) Compliance with the instructions given to the Company by the Customer, Owner or any other person entitled to give them,
		(F) "Goods"	within any nation, state, municipality, port or airport; Includes the cargo and any container not supplied by or on behalf of the Company, in respect of which the			<ul> <li>(d) Handling, loading, storage or unloading of the Goods by the Customer or Owner or any person acting on their behalf,</li> </ul>
			Company provides a service; Includes any container, flexitank, trailer, transportable tank, flat, pallet or any article of transport used to carry			(e) Inherent vice of the Goods, (f) Riots, civil commotions, strikes, lockouts, stoppage or restraint of fabour from whatsoever cause,
			or consolidate goods and any equipment of or connected thereto.			<ul> <li>(g) Fire, flood or storm, or</li> <li>(h) Any cause which the Company could not avoid and the consequences whereof it could not prevent by the exercise of reasonable diligence.</li> </ul>
			Includes goods which are or may become of a dangerous, inflammable, radioactive or damaging nature and goods likely to harbour or encourage vermin or other pests;		(B)	Subject to clause 15, howsoever caused the Company shall not be liable for loss or damage to property other than the Goods themselves, indirect or
		(I) "Hague Rules"	Means the provisions of the International Convention for the Unification of certain rules Relating to Bills of Lading signed at Brussels on 25th August 1924;			consequential loss or damage, loss of profit, delay or deviation.  Amount of Compensation
		(J) "Instructions" Obligations of Customer	Means a statement of the Customer's specific requirements.	28.		Except insofar as otherwise provided by these Conditions, the liability of the Company, howsoever arising, and notwithstanding that the cause of loss or damage be unexplained shall not exceed the following
5.		The Customer warrants that he is either th	ne Owner or the authorised agent of the Owner of the Goods and that he is authorised to accept and is accepting		(A)	in respect of all claims other than those subject to the provisions of sub-clause (B) below, whichever is the least of (i) The value of, or
6.		The Customer warrants that he has reason	iso as agent for and on behalf of the Owner of the Goods, mable knowledge of matters affecting the conduct of his business, including but not limited to the terms of sale			(ii) A\$2.50 per gross kilogram of,
7		and purchase of the Goods and all other many the Customer shall give sufficient and exe	atters relating thereto.		(B)	The Goods lost, damaged, misdirected, misdelivered or in respect of which a claim arises.  In respect of claims for delay where not excluded by the provisions of these Conditions, the amount of the Company's charges in respect of the Goods
8.		The Customer warrants that the description	n and particulars of the Goods are complete and correct.	29.	(A)	delayed.  Compensation shall be calculated by reference to the invoice value of the Goods plus freight and insurance if paid.
9.		The Customer warrants that the Goods services.	are properly packed and labelled, except where the Company has accepted instructions in respect of such		(B)	If there be no invoice value for the Goods, the compensation shall be calculated by reference to the value of such Goods at the place and time when they were delivered to the Customer or Owner or should have been so delivered. The value of the Goods shall be fixed according to the current market price,
10.	(A)	Special Instructions, Goods and Servic	es ing, the Customer shall not deliver to the Company or cause the Company to deal with or	30.		or, if there be no commodity exchange price or current market price, by reference to the normal value of goods of the same kind and quality.  By special agreement in writing and on payment of additional charges, higher compensation may be claimed from the Company not
		handle dangerous Goods.		30.		Exceeding the value of the Goods, or the agreed value, whichever is the lesser.
	(B)	howsoever arising and shall defend, inder	(A) above he shall be liable for all loss or damage whatsoever caused by or to or in connection with the Goods multy and hold harmless the Company against all penalties, claims, damages, costs and expenses whatsoever	31.	(A)	Notice of loss, Time Bar The Company shall be discharged of all liability unless:
		person in whose custody they may be at the	ods may without notice be destroyed or otherwise dealt with at the sole discretion of the Company or any other ne relevant time.			(i) Notice of any claim is received in writing by the Company or its agent within 14 days after the date specified in (B) below or within a reasonable time after such date if the Customer proves that it was impossible to so notify, and
	(C)	If the Company agrees to accept Danger	ous Goods and then in the opinion of the Company or any, other person they constitute a risk to other goods, stice be destroyed or otherwise dealt with at the expense of the Customer or Owner.		(B)	(ii) Suit is brought in the proper forum and written notice thereof received by the Company within 9 months after the date specified in (B) below.
11.		The customer undertakes not to tender f	or transportation any Goods which require temperature control without previously giving written notice of their		(D)	<ul><li>(ii) In the case of delay or non-delivery of the Goods, the date that the Goods should have been delivered,</li></ul>
		further undertakes that the Container ha	be maintained and in the case of a temperature controlled Container stuffed by or on behalf of the Customer is been properly pre-cooled or preheated as appropriate, that the Goods have been properly stuffed in the			(ii) In any other case, the event giving rise to the claim.  General Average
		not be liable for any loss or damage to the	s have been properly set by the Customer . If the above requirements are not complied with the Company shall Goods caused by such non-compliance.	32.		The Customer shall defend, indemnify and hold harmless the Company in respect of any claims of a General Average nature which may be made on the Company and the Customer shall provide such security as may be required by the Company in this connection.
12.		No insurance shall be effected except upo	n express instructions given in writing by the Customer and all insurances effected by the Company are subject the policies of the insurance company or underwriters taking the risk. Unless otherwise agreed in writing, the	33.		Miscellaneous  Any notice served by post shall be deemed to have been given on the third day following the day which it was posted to the address of the recipient of
		Company shall not be under any obligation	on to effect a separate insurance on each consignment but may declare it on any open or general policy. The lecting of insurance and should the insurers dispute their liability for any reason the insured shall have recourse			such notice last known to the Company.
		against the insurers only and the Compan	y shall not be under any responsibility or liability whatsoever in relation thereto notwithstanding that the premium	34.		The defences and limits of liability provided for by these Conditions shall apply in any action against the Company whether such action be founded in contract or in tort.
13.		Except in accordance with express instruc	te as that charged by the Company or paid to the Company by its customers. tions previously received in writing and accepted in writing by the Company, the Company shall not be obliged to	35.		If any legislation is compulsorily applicable to any business undertaken these Conditions shall as regards such business, be read as subject to such legislation and nothing in these Conditions shall be construed as a surrender by the Company of any of its rights or immunities or as an increase of any of
		make any declaration for the purposes o delivery.	f any statute, convention or contract as to the nature of value of any Goods or as to any special interest in			its responsibilities or liabilities under such legislation and if any part of these Conditions be repugnant to such legislation to any extent such part shall as regards such business be over-ridden to that extent and no further.
14.		Unless otherwise previously agreed in writ	ting or otherwise provided for under the provisions of a document signed by the Company, instructions relating to	36.	busin	Headings of clauses or groups of clauses in these Conditions are for indicative purposes only.  diction and Law
15.		exceed that provided for in respect of misc	payment or against surrender of a particular document shall be in writing and the Company's liability shall not lelivery of Goods.	37.	Julis	These Conditions and any claim or dispute arising out of or in connection with the services of the Company shall be subject to Australian law and the
15.		departure or arrival dates of Goods.	riting that the Goods shall depart or arrive by a particular date, the Company accepts no responsibility for	PART		exclusive jurisdiction of the Australian courts.  PANY AS AGENT
16.	(A)	General Indemnities The Customer and Owner shall defend, inc	demnify and hold harmless the Company against all liability, loss, damage, costs and expenses	38.	Speci (A)	ial Liability and Indemnity Conditions  To the extent that the Company acts as an agent, the Company does not make any contract with the Customer for the carriage, storage or
		arising (I) from the nature of the goods un	less caused by the Company's negligence, (ii) out of the Company acting in accordance with the Customer's or breach of warranty or obligation by the Customer or arising from the negligence of the Customer or Owner.	64676	-350	Handling of the Goods nor for any other physical service in relation to them and acts solely on behalf of the Customer in securing such services by establishing contracts with third parties so that direct contractual relationships are established between the Customer and such third parties.
	(B)	Except to the extent caused by the Comp.	any's negligence, the Customer and Owner shall be liable for and shall defend, indemnify, and hold harmless the		(B)	The Company shall not be liable for the acts and omissions of such third parties referred to in sub-clause (A) above,
		costs, expenses, loss and damage whatso	imposts, levies, deposits and outlays of whatsoever nature levied by any Authority and for all payments, fines, ever incurred or sustained by the Company in connection therewith.	39.	(A)	The Company when acting as an agent has the authority of the Customer to enter into contracts on the Customer's behalf and to do such Acts so as to bind the Customer by such contracts and acts in all respects notwithstanding any departure from the Customer's instructions, Except to the extent caused by the Company's negligence, the Customer shall defend, indemnify and hold harmless the Company in respect of all liability.
	(C)	Advice and information, in whatever form and hold harmless the Company for all liab	it may be given, are provided by the Company for the Customer only and the Customer shall defend, indemnify, sillty, loss, damage, costs, and expenses arising out of any other person relying on such advice or information.		(B)	loss, damage, costs, or expenses arising out of any contracts made in the procurement of the Customer's requirements in accordance with clause 38.
	(D)	(i) The Customer undertakes that n	o claim be made against any servant, sub-contractor or agent of the Company which imposes, of them any liability whatsoever in connection with the Goods, if any such claim should nevertheless be made,	40.		Choice of Rates  Where there is choice of rates according to the extent or degree of liability assumed by persons carrying, storing, handling the Goods, no declaration of
		to indemnify the Company again	st all consequences thereof.		III. COM	value where optional will be made unless otherwise agreed in writing.  PANY AS A PRINCIPAL
		were expressly for their benefit.	g, every such servant sub-contractor or agent shall have the benefit of all provisions herein, as if such provisions In entering into this contract the Company, to the extent of those provisions, does so not only on his behalf, but		CUM	Special Liability Conditions
		as agent and trustee for such se	rvants, sub-contractors and agents.  emnify and hold harmless the Company from and against all claims, costs and demands whatsoever and by	41.		To the extent that the Company contracts as principal for the performance of the Customer's instructions, the Company undertakes to perform or in its own name to procure the performances of the Customer's instructions and subject to the provisions of these Conditions shall be liable for the loss of or
		whomsoever made or preferred	in excess of the liability of the Company under the terms of these Conditions and without prejudice to the demnity shall cover all claims, costs and demands arising from or in connection with the negligence of the	42.		damage to the Goods occurring from the time that the Goods are taken into its charge until the time of delivery.  Where the Company contracts as a principal and sub-contracts the performance of the Company's services and it can be proved that the loss of or
		Company, its servants, sub-cont	ractors and agents.			damage to or in respect of the Goods arose or was caused whilst the Goods were in the care or custody of the sub-contractor, the Company shall have the full benefit of all notes. Imitations and exclusions of liability available to such sub-contractor in the contract between the Company and such sub-contractor.
	(E)	The customer shall be liable for the los	ncludes direct and indirect sub-contractors and their respective servants and agents, s, damage, contamination, soiling, detention or demurrage before, during and after the Carriage of property	40		and in any law, statute or regulation and the liability of the Company shall not exceed the amount recovered, if any by the Company from sub-contractor.
		(including, but not limited to, Containers) of acting on behalf of either of them or for who	of the Company or any person or vessel referred to in (D) above caused by the Customer or owner or any person ich the Customer is otherwise responsible.	43.		Notwithstanding other provisions in these Conditions, if it can be proved where the loss of or damage to the Goods occurred, the Company's liability shall be determined by the provisions contained in any international convention or national law, the provisions of which
17,	(A)	Charges etc. The Customer shall pay to the Company in	cash or as agreed all sums immediately when due without deduction or deferment on account		(A) (B)	Cannot be departed from by private contract, to the detriment of the claimant, and  Would have applied if the claimant had made a separate and direct contract with the actual provider of the particular service in respect of that service or
200		of any claim, counterclaim or set-off.				stage of carriage where the loss or damage occurred and received as evidence thereof any particular document which must be issued if such international convention or national law shall apply.
	(B)	responsible for the same on receipt of evic	of freight, duties, charges or other expenses from any person other than the Customer, the Customer shall be lence of demand and non payment by such other person when due.	44.		Notwithstanding other provisions in these Conditions, if it can be proved that the loss of or damage to the Goods occurred at sea or inland waterway and
	(C)	On all amounts overdue to the Company applicable during the period that such amounts over the company of the co	, the Company shall be entitled to interest calculated at 4 per cent above base rate of the Company's Bank units are overdue.			the provisions of clause 42 do not apply, the Company's liability shall be determined by the Hague-Visby Rules. Reference in the Hague-Visby Rules to carriage by sea shall be deemed to include reference to carriage by inland waterways and the Hague-Visby Rules shall be construed accordingly.
10		Liberties and Rights of the Company		45.		Notwithstanding the provisions of clauses 42, 43 and 44 if the loss or damage to the Goods occurred at sea or on inland waterways, and the Owner-Charterer or operator of the vessel establishes a limitation fund, the liability of the Company shall be limited to the proportion of the said limitation fund
18.		without notice to the Customer.	sofar as has been otherwise agreed in writing, to enter into contracts on behalf of itself or the Customer and	46.		allocated to the Goods.  Air Carriage
	(A) (B)	For the carriage of Goods by any route, me For the carriage of Goods of any description	eans or person, or whether containerised or not on or under the deck of any vessel,	40.		If the carriage acts as a principal in respect of a carriage of Goods by air, the following notice is hereby given:
	(C)		ading, unloading or handling of Goods by any person at any place whether on shore or affoat and for any length			If the Company involves an ultimate destination of stop in a country other than the country of departure, the Warsaw Convention may be applicable and the Convention governs and in most cases limits the liability of carriers in respect of loss of or damage to cargo, Agreed stopping
	(D)	For the carriage or storage of Goods in cor	ntainers or with other goods of whatever nature,			places are those places (other than the places of departure and destination) shown under requested routing and/or those places shown in carriers timetables as scheduled stopping places for the route. The address of the first carrier is the airport of departure.
	(E)	Company's obligations.	and to do such acts as in the opinion of the Company may be necessary or incidental to the performance of the	47.		Both to Blame Collision Clause The Current Both to Blame Collision Clause as adopted by BIMCO is incorporated in these conditions.
19.	(A)	The Company shall be entitled but under r	to obligation, to depart from the Customer's instructions in any respect if in the opinion of the Company there is a seriest and it shall not thereby incur any additional liability.	48.	(A)	USA and/or Canada Clause With respect to transportation within USA or Canada, the responsibility of the Company shall be to procure transportation by carrier's (one or more) and
	(B)	The Company may at any time comply w	ith the orders or recommendations given by any Authority. The responsibility of the Company in respect of the disposition of the Goods in accordance with such orders or recommendations.		(4)	such transportation shall be subject to such carrier's contracts and tariffs and any law compulsorily applicable. The Company guarantees the fulfillment of
20,		If at any time the performance of the Com	pany's obligations, in the opinion of the Company or any person whose services the Company makes use of, is		(B)	such carrier's obligations under their contracts and tariffs.  If and to the extent that the provisions of the Harter Act of the USA 1893 would otherwise be compulsorily applicable to regulate the Company's
		or to likely to be attected by any nindrano	e, risk, delay, difficulty or disadvantage whatsoever and which cannot be avoided by reasonable endeavours by			responsibility for the Goods during any period prior to loading on or after discharge from the vessel on which the Goods are to be or have been carried, the