

## STARLAB EDUCATION TERMS AND CONDITIONS

### 1. DEFINITIONS

- 1.1 "Starlab Education" means proprietors, employees or any person acting on behalf of and with the authority of Starlab Education Pty Ltd – ACN 608 132 289
- 1.2 "Client" means the person/s obtaining the Goods/Services as specified in any quote, invoice, document or booking form, or acting on behalf of and with the authority of the Client and if there is more than one Client, each Client jointly and severally.
- 1.3 "Goods" means Goods supplied by Starlab Education to the Clients, namely educational materials in relation to the Cosmodome Science Theatre & Planetarium and night activity programs.
- 1.4 "Services" means all Services supplied by Starlab Education to the Client at the Client's request from time to time, namely educational services via Cosmodome Science Theatre & Planetarium and night activity programs (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other).
- 1.5 "Price" means the Price payable for the Goods and Services agreed between Starlab Education and the Client in accordance with clause 5 of this Agreement.
- 1.6 "Equipment" means all equipment and items, including vehicles, domes, projectors, screens, telescopes, lasers and all fixtures and fittings, used by Starlab Education in the delivery of the Goods and Services
- 1.7 "Venue" means the location nominated by the Client where the Equipment is to be used by the Starlab Education for provision of the Goods and Services.

### 2. ACCEPTANCE

- 2.1 Starlab Education may give the Client a quote or booking form for the Goods/Services.
- 2.2 Any booking confirmation issued by Starlab Education shall constitute acceptance of the terms and conditions contained herein.
- 2.3 Any payment or instructions received by Starlab Education from the Client for the supply of Goods/Services, shall constitute acceptance of the terms and conditions contained herein.
- 2.4 Upon acceptance of these terms and conditions by the Client, the terms and conditions are irrevocable and can only be rescinded in accordance with these terms and conditions or with the written consent of the manager of Starlab Education.
- 2.5 These terms and conditions may only be amended with Starlab Education's consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Client and Starlab Education.
- 2.6 None of Starlab Education's agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the manager of Starlab Education in writing nor is Starlab Education bound by any such unauthorised statements

### 3. PROVISION OF GOODS/SERVICES

- 3.1 The Goods/Services are as described on the booking confirmation, invoices, correspondence or any other work commencement forms as provided by Starlab Education to the Client.

- 3.2 Provision of the Goods/Services will be made to the Client's nominated Venue and the Client shall comply with the requirements of Starlab Education pursuant to clause 4 of these Terms.
- 3.3 Starlab Education shall not be liable for any loss or damage due to failure by Starlab Education to deliver the Goods/Services.

### 4. STARLAB EDUCATION DOME REQUIREMENTS

- 4.1 The Client must provide / nominate a Venue that is a secure, clear, indoor area of 7.0 x 7.0 x 3.5 metres OR 9.0 x 9.0 x 4.5 metres (as directed).
- 4.2 The Client must provide uninterrupted access to the Venue one hour prior to commencement and half an hour after conclusion of the Services for the set-up and pack-down of the Equipment.
- 4.3 The Venue must be clear of lights, fans, fire or other safety equipment, projectors, screens, furniture and any other facilities or items that might make contact with the Equipment.
- 4.4 The Client must provide clear, safe and reasonable access to the Venue to transport and set up the Equipment, which can be directly and easily accessed (note that the Equipment cannot be transported up flights of stairs or across uneven or rugged terrain).
- 4.5 The Client must provide the closest parking space to the Venue for use by Starlab Education.
- 4.6 The Client must ensure that no person, including any student or member of staff, accesses or handles the Equipment without the consent of Starlab Education.
- 4.7 The Client must not permit any person, including any student or member of staff, to improperly use or cause any damage to the equipment.
- 4.8 The Client will be liable for any loss or damages caused to the Equipment as a result of their failure to comply with the above requirements.
- 4.9 In the event that the Equipment or any part of it is damaged in circumstances where the Client bears responsibility under these Terms, irrespective of how the loss or damage occurred (fair wear and tear excepted), the Client will be liable to Starlab Education and will indemnify it for the cost and expenses of the replacement of such damaged Equipment which, in the sole determination of Starlab Education, is damaged beyond repair and/or for the costs and expenses of repairing or re-instating damaged Equipment.
- 4.10 The Client further indemnifies and holds harmless Starlab Education, and or it's servants or agents against any loss or damage, in the event the Client fails to comply with the above requirements.

### 5. PRICE AND PAYMENT

- 5.1 At Starlab Education's sole discretion, the Price shall be either the quoted price, as indicated on the booking confirmation or as indicated on invoices provided by Starlab Education to the Client in respect of Goods/Services supplied.
- 5.2 Starlab Education's Price (subject to clause 5.3 and 5.4), which shall be binding upon Starlab Education provided that the Client accepted Starlab Education's quotation in accordance with clause 2.
- 5.3 The Price shall be increased by the amount of any GST and other taxes and duties which may be applicable.
- 5.4 Starlab Education reserves the right to change the Price if a variation to the Goods/Services is made.

- 5.5 Time for payment for the Goods/Services being of the essence, the Price will be payable by the Client on the date determined by Starlab Education, which may be:
- on delivery of the Goods/Services; or
  - or completion of the Goods/Services; or
  - the date specified on any invoice or other form as being the date for payment; or
  - failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by Starlab Education.
- 6. DEFAULT & CONSEQUENCES OF DEFAULT**
- 6.1 Interest on overdue invoices will accrue from the date when payment becomes due daily until the date of payment at the rate fixed under section 2 of the *Penalty Interest Rate Act 1983* compounding per calendar month and shall accrue at such a rate after as well as before any judgement.
- 6.2 If the Client defaults in payment of any invoice when due, the Client will indemnify Starlab Education from and against all of their costs and disbursements including on a solicitor and own client basis ("indemnity basis") and all of Starlab Education nominees' costs of collection.
- 6.3 Starlab Education will not be liable to the Client for any loss or damage the Client suffers because Starlab Education exercised its rights under this clause.
- 7. LIMITATION OF LIABILITY**
- 7.1 The Client shall indemnify and hold indemnified Starlab Education against any claim, suit, proceedings or demand made by a third party for loss, injury or damage, suffered whether caused by any negligence, directly or indirectly by Starlab Education in the course of providing the Goods/Services.
- 7.2 These terms do not exclude, restrict or modify the application of any provisions of any Commonwealth, State or Territorial Law which by law cannot be excluded, restricted or modified.
- 7.3 In the case of Goods/Services supplied by Starlab Education to a Client who is a consumer as defined by the Australian Consumer Law, to the extent that the Goods/Services are not consumer products or goods, the liability of Starlab Education to the Client for breach of any warranty or condition or the breach of any duty of care shall in all cases be limited, at the option of Starlab Education to any one or more of: the replacement of the Goods/Services or the supply of equivalent Goods/Services, the repair of the Goods, the payment of cost of replacing the Goods or acquiring equivalent Goods or the payment of the cost of having the Goods repaired.
- 8. INTELLECTUAL PROPERTY**
- 8.1 Where Starlab Education has designed or prepared or provided Goods/Services for the Client, then the copyright in those documents, designs and drawings shall remain vested in Starlab Education and shall only be used by the Client at Starlab Education's discretion.
- 9. CANCELLATION**
- 9.1 Starlab Education may cancel these terms and conditions or cancel provision of Goods/Services at any time before the Goods are delivered by giving notice prior to the scheduled time and date.
- 9.2 If Starlab Education cancels in accordance with this clause, the Client is entitled:
- to reschedule the Goods/Services to another time and date; or
  - to a refund in full of any amounts paid.
- 9.3 Starlab Education will not be liable for any loss or damage whatever arising from such cancellation.
- 9.4 Time/Date changes are permitted up to 42 days prior (not within) to the scheduled time/date where practical and at the discretion of Starlab Education.
- 9.5 If the Client cancels the Goods/Services after a booking confirmation / acceptance is completed, Starlab Education reserves the right to charge a cancellation fee of \$850 per visit day plus any additional costs incurred up to the full price.
- 9.6 Starlab Education may, in their discretion, waive or reduce the cancellation fee where sufficient notice of the cancellation is provided.
- 10. HEALTH & HYGIENE PROCEDURES**
- 10.1 Starlab Education and the Client shall follow all guidelines and safety recommendations instituted by the government's Chief Health Officer and the Department of Education in relation to onsite visitors in schools in the provision of the Goods/Services.
- 10.2 The Client must ensure that all staff and students wash their hands before and after visiting the Venue/Equipment and follow all guidelines for health and hygiene.
- 10.3 It is the responsibility of the Client to determine the suitability and potential risks to health and hygiene associated with the provision of the Goods/Services when booking Starlab Education.
- 11. GENERAL**
- 11.1 If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 11.2 All Goods/Services supplied by Starlab Education are subject to the laws of Queensland.
- 11.3 Starlab Education shall be under no liability whatever to the Client for any indirect loss and/or expense suffered by the Client arising out of a breach by Starlab Education of these terms and conditions.
- 11.4 In the event of any breach of this contract by Starlab Education the remedies of the Client shall be limited to damages. Under no circumstances shall the liability of Starlab Education exceed the Price.
- 11.5 The Client shall not set off against the Price amounts due from Starlab Education.
- 11.6 Starlab Education reserves the right to review these terms and conditions at any time and from time to time. If, following any such review, there is to be any change in such terms and conditions, that change will take effect from the date on which Starlab Education notifies the Client of such change.