

Terms of Trade

General Terms & Conditions:

Our Terms of Trade must be signed prior to commencement of any work commencing.

All invoices are payable on a strictly seven-day basis from invoice date. These terms also coincide with most of our suppliers who require a seven-day payment of their own invoices for contracted equipment and staff. Failure to pay invoices on the due date (within seven-day terms outlined) will incur a penalty interest of 20% per week, which will be added onto the overall invoice cost. Any debt collection &/or legal costs will also be on-charged to the client in the event of such recovery proceedings eventuating.

Big Day Ltd will work with the budget given to us by your company representative as a final monetary figure, upon which any cancellation fee would be based.

Some projects may require scoping and the development of costing estimate sheet(s). All investigative/ event scoping work and any associated costs will be chargeable whether the event is undertaken or not. If the event proceeds, the cost of the scoping work will be included in the overall quote as part of our fee structure. Scoping rates will be advised. Any knowledge gained from the scoping exercise will be applied to the event and the hours included in the overall estimate of Big Day Ltd staff prep hours.

A booking form and/or series of costings sheets may be generated outlining the areas of our responsibilities to you for each event. Receipt of ongoing costings sheets and any payment of deposit invoices relating to these costings sheets or booking form(s) will be deemed as acceptance of developing budgets and will form areas covered by us as part of our Terms of Trade.

Once a final event date has been locked in and work has commenced towards the date, cancellation fees will apply from suppliers engaged on your behalf by Big Day Ltd. Any contractual obligations with suppliers (inc structured ongoing deposit schedules, cancellation fees pending) arising in relation to the contracted project will be on-charged to the client and are fully payable as per terms outlined above should the event be cancelled. Big Day Ltd will be responsible for all payment to all sub-contractors hired directly by us, outlined on the "Costing Estimate(s)" and used for your "event". All sub-contractors hired by Big Day Ltd will be paid in accordance with their deposit and final payment requirements and these fees will be covered by either advance invoices or the final invoice to the client prior to the event proceeding. Levels of deposits may vary between events and suppliers. All supplier negotiations and invoices will be charged through us unless arranged prior to budgets/concepts being developed, and remain part of the intellectual property of Big Day Ltd and are not subject to disclosure to the client. Any contractors hired directly by the client are to be paid direct by them and are the responsibility of Big Day Ltd. Big Day Ltd takes no financial responsibility for any suppliers arranged by the client.

Event / Project Advances: An advance (or advances) may be invoiced for prior to the actual event. This advance is to cover deposits on venues, equipment, performers, staging etc booked for your event. A flat advance of up to 95% of the final invoice may be invoiced, dependent on the level of deposits required, and will be advised prior to the event. Any advance amounts will be deducted from the final total of the invoice on the final account. Some suppliers may require a staggered deposit programme, and these payments will be invoiced accordingly.

Postponement/Cancellation policies: In the instance that an "event" is cancelled or postponed, Big Day Ltd will invoice for all appropriate costs and supplier cancellation fees as applicable with their contracts (eg: venues, entertainment, technical etc) plus all time spent/ expenses incurred to the date cancellation/ postponement advised by the clients organisation to Big Day Ltd. A postponement or cancellation fee for time booked in advance with Big Day Ltd for the actual event or set-up date(s) will incur a sliding scale of 80% postponement /cancellation fee (up to six months prior to scheduled set-up/ showdays) and 100% postponement /cancellation fee (between six months and actual start of scheduled set-up/ showdays) of the estimated total of Big Day Ltd staff hours as outlined on any costings estimate sheet compiled by Big Day Ltd. The client agrees to the settlement of all cancellation fees from all parties upon signing the Terms of Trade and will be based on the latest costing estimate for their event. Any cancellation/postponement fees pending from other suppliers will be payable as required (eg: staggered hotel cancellation fees as per their contracts). Where possible we will do our best to minimise cancellation or postponement fees with suppliers for our clients.

Any expenses/ charges covered by Big Day Ltd using a credit card will incur a service fee equivalent to GST on the final invoice. Big Day Ltd will charge for travel time, all mileage, parking and any relevant charges for out of Auckland travel (eg: airport parking, flights, accommodation, food, rental vehicles etc) and a flat office fee (to cover phones, power, consumables etc) equating to 3% of final Big Day Ltd staff hours. This will be charged on the final invoice.

Creative Concepts: All correspondence, supplier details and invoicing, creative ideas, images and information sourced, devised or provided by Big Day Ltd, remain strictly confidential and the intellectual property of Big Day Ltd and will not be supplied to the client. Any information supplied by Big Day Ltd cannot be used without the express knowledge or consent of Big Day Ltd. Any photographs taken of the event/ function may be used as advertising material/ Big Day website to showcase what we do without additional client authorisation.

.....continued over for registration site conditions if applicable.....



Big Day Ltd Terms of Trade (continued)

Additional T&C's for conference registrations made using Etouches online booking system only: May not be applicable to some bookings:

Any amendments to event booking(s) need to be lodged via email to conference organisers.

The contact address is bigday@xtra.co.nz for all correspondence. Please advise which event you are attending and what assistance you require. Further email correspondence may be entered into and the client holding the event will be included in any email correspondence as we would require their authority to confirm any further level of cancellation pending. Where possible, we will endeavour to keep cancellation charges to a minimum, however any cancellation charges pending from the venue (see Terms & Conditions above) or with other event suppliers will be passed on and any refund will itemise venue/ supplier costs charged. A non-refundable booking fee of \$12 + GST pp will be charged per registrant (inc cancelled & confirmed registrants). Other general "event" cancellations will be processed direct with client / organisation holding the event. Hotel accommodation & catering cancellation fees may apply depending on timing of date of cancellation & actual event. Cancellation fees vary from one property to the next. Details of these specifics will be advised.

Fees may vary- an example of the graduated fee structure: to be confirmed for each event:

Cancellation prior to 90 days prior to event (no charge), 90-61 days prior to event (equivalent to 30% of contracted costs), 60-15 days prior to event (equivalent to 60% of contracted costs, By 14 days prior to arrival (equivalent to 100% of contracted costs).

Privacy Policy: Big Day Ltd provides solutions which collect and store contact information about a company or individual (Organisation) as provided or entered by that company or individual for the purpose of developing & facilitating events for that organisation. Big Day Ltd will also store information that is entered by "you" (known as "the client or organisation") requesting the work, or automatically imported on your instruction and/or delegates wishing to attend events managed by us. The Data entered, or imported on instruction, by you remains your property and Big Day Ltd will not use nor make available for use any of this information without your permission.

Title to, and all Intellectual Property Rights in the registration Software, the Website and any documentation relating to the Software remain the property of Big Day Ltd. The Data entered, or imported on instruction, by you is stored securely in a database and is only accessible to Big Day Ltd. Further access to this information will be agreed to at the outset of the project with Big Day Ltd, who may release copies of the agreed information as required to authorised parties within the organisation. Big Day Ltd's software providers servers have SSL Certificates, so all Data transferred between users and the Service is encrypted. However, the Internet is not in itself a secure environment. Users should only enter, or instruct the importation of, Data

to the database within a secure environment. This means that your browser must support the encryption security used in connection with the Service. Access and storage controls via the Service are however administered by Big Day Ltd in New Zealand as the custodian of that Data (Big Day Ltd's address and contact details below). Provided you have met your obligations under Big Day Ltd's Terms of Trade and are fully up to date with payments, if arranged prior and on request, Big Day Ltd can provide you with a copy of the Data in a common file format determined by Big Day Ltd. (usually PDF). Access to the Data may be permanently deleted by Big Day Ltd, 90 days after the event or at your request. Delivery times for goods and services will be arranged with each customer. The registration service utilises "cookies" and other technical measures that enable us to monitor traffic patterns and to serve you more efficiently if you revisit the site. A cookie does not identify you personally or contain any other information about you or your Organisation, but it does identify your computer. You can set your browser to notify you when you receive a cookie and this will provide you with an opportunity to either accept or reject it in each instance.

Big Day Ltd will not sell or otherwise provide your personal information to a third party, or make any other use of personal information about You for any purpose which is not incidental to the normal use of the Service. You can opt-out of any email communications Big Day Ltd sends billing information, product information, Service updates and Service notifications to you via email. Where appropriate email communication will contain clear and obvious instructions describing how you can opt to be removed from the mailing list.

Big Day Ltd will remove you upon your request. You are responsible for checking the Privacy Policy of any third-party applications the Service links to. The Service may contain links enabling the electronic transfer of data with third-party applications. Big Day Ltd takes no responsibility for the privacy practices or content of these applications. You indemnify Big Day Ltd against all claims, costs, damage and loss arising from your breach of any of these terms or any obligation you may have to Big Day Ltd, including (but not limited to) any costs relating to the recovery of any Access Fees that have not been paid by you. Big Day Ltd gives no warranty on the Software. Without limiting the foregoing, Big Day Ltd does not warrant that the Software will meet your requirements or that it will be suitable for your purposes. To avoid doubt, all implied conditions or warranties are excluded in so far as is permitted by law, including (without limitation) warranties of merchantability, fitness for purpose, title and non-infringement. Big Day Ltd is under no obligation to ensure that the communications on the Event Website are legitimate or that they are related only to the use of the Software. As with any other web-based media, you must exercise caution when using the communication tools available on the Website. However, Big Day Ltd does reserve the right to remove any communication at any time in its sole discretion. Big Day Ltd and the software provider adheres to its best practice policies and procedures to

Big Day Ltd Terms of Trade (continued)

prevent data loss, including a daily system data back-up regime, but does not make any guarantees that there will be no loss of Data. Big Day Ltd expressly excludes liability for any loss of Data no matter how caused. To the maximum extent permitted by law, Big Day Ltd excludes all liability and responsibility to you (or any other person) in contract, tort (including negligence), or otherwise, for any loss (including loss of Data, profits and savings) or damage resulting, directly or indirectly, from the use of, or reliance on, the Software. If you suffer loss or damage as a result of Big Day Ltd's negligence or failure to comply with these Terms, and claim by you against Big Day Ltd arising from Big Day Ltd's negligence or failure will be limited in respect of any one specific incident contested. Big Day Ltd reserves the right to update this policy at any time and any amended policy is effective upon the posting on this website. Use of the Registration Service is subject to Big Day Ltd's Terms of Trade and the Privacy Policy should be read in conjunction with this. In the event of a conflict or disagreement between this Privacy Policy and the Terms of Trade, the Terms of Trade will prevail. Please read our Terms of Trade on our website www.bigdayevents.co.nz.

Payment options: Most of our corporate clients prefer a series of invoices. However, if using the registration system, clients can elect to be invoiced for all/ part of the event (invoices must be paid in full prior to start of event) or you can elect to have individual delegates pay by credit card (particularly for options/ add-ons). Depending on the terms of the event contract, a credit card transaction fee may be applicable. Normally this transaction fee is 4%, and may be incorporated into the cost of the ticket - see specific site for details.

If you pay by credit card, your credit card details are not stored by the Service and cannot be accessed by Big Day Ltd staff. Your credit card details are encrypted and securely stored by eWAY (Web Active Corporation Ltd (Trading as eWAY). eWAY has Tier-1 PCI-DSS certification, which is the highest level of security possible on the internet. Please see below for eWay terms & conditions, Data security and Compliance certificate.

- eWAY Terms and Conditions - <https://eway.io/nz/legal>
- eWAY Data Security - <https://eway.io/nz/about-eway/technology-security>
- eWAY PCI-DDS Compliance Certificate - <https://eway.io/docs/compliance-docs/eway-pci-compliance-certificate-nz.pdf>.

Visa & Mastercard accepted.



Credit card transactions processed via this service will appear on your credit card statement as

bigdayevents.co.nz. All transactions are processed in New Zealand Dollars (NZD) as our business is located in New Zealand.

Company Contact details:

Big Day Ltd: Physical Office address: Unit A, 662 Ridge Rd, Coatesville, Auckland 0793, New Zealand
Postal address: P.O.Box 331-221, Takapuna, Auckland 0740, New Zealand
Email: nina@bigdayevents.co.nz
Website: www.bigdayevents.co.nz
Office Phone/ Fax: 09 412-7315
Mobile: 0274 934516

I have read, understood and agree to the above Terms of Trade

Name (Please print)

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Company:

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Authorising signature (Please sign)

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Date authorised:.....

Please email back to Nina Baxter on nina@bigdayevents.co.nz. Thank you