

B E R T I E D O E S

BERTIE DOES TERMS

BACKGROUND

- A. Bertie Does is a Perth based boutique event management and party planning studio providing event planning, event coordination and event management services to clients in Perth and beyond.
- B. The Client requires [wedding/event styling services OR wedding/event planning, coordination and styling services].
- C. The Client wishes to engage Bertie Does on the terms set out in this Agreement.

OPERATIVE PART

1. Content and Application of this Agreement and Additional Terms

- 1.1 This Agreement includes the terms and conditions contained in this document and incorporates by reference the scope of services, pricing and other details of our proposed engagement as provided to you in our quotation dated [quote date] ("**Quote**").
- 1.2 Bertie Does may arrange for items (such as furniture, vases, candleholders etc.) ("**Items**") to be supplied to the Client for the purposes of the Event by a third party hire organisation. Where Items are supplied by a third party hire organisation to the Client, Bertie Does may provide to the Client such additional terms from that third party organisation in relation to the Items, which will be binding on the Client.

2. Engagement, Term and Relationship

2.1 Engagement

The Client engages Bertie Does to perform the Services described in the Quote. This Agreement commences on acceptance, which occurs when Bertie Does receives:

- a) the Deposit as specified in the Quote to secure Bertie Does for the Client's Event date; and
- b) a copy of this Agreement signed on behalf of the Client.

2.2 Term

The term of our engagement will be from the date of acceptance of this Agreement until the obligations of each party to this Agreement have been extinguished, unless terminated earlier in accordance with the terms of this Agreement.

2 Scope of Services

- 2.1 Bertie Does will provide the Services to the Client in accordance with the scope of the engagement, which is set out in detail in the Quote.
- 2.2 Any modifications to or expansions of the scope requested by you will only be effective after we have issued an updated quotation ("**Updated Quote**") to you, and you have agreed to that Updated Quote in writing, including by email. The Updated Quote will then supersede the original Quote and you will be liable to pay our Fees and Costs in accordance with the Updated Quote.
- 2.3 If we are unable to accommodate your request for scope expansion, we reserve the right to terminate our engagement with you in accordance with the termination provisions contained in this Agreement.

- 2.4 Bertie Does will be responsible for the provision of all Items listed in the Costing(s) which are necessary for Bertie Does to provide its Services to the Client as specified in the Quote (or updated Quote, if applicable), subject to the Client's compliance with clause 4 below.

3 Client Responsibilities, Warranty and Indemnity

3.1 The Client must:

- a) nominate in writing an authorised representative to provide Bertie Does with instructions for the purposes of the engagement, whose actions (including signing off on the Styling Concept and all Costings including, but not limited to, furniture hire, lighting, florals, tablescapes and signage) will be binding on the Client;
- b) provide Bertie Does with comprehensive information relating to the Client's Event, including the date and time of the Event, the location, venue and estimated number of guests;
- c) provide Bertie Does with clear and timely instructions regarding the Services required by the Client to be performed by Bertie Does;
- d) if you already have ideas about what you want your event to look like, provide Bertie Does with your desired event-styling inspiration (for example, mood boards, Pinterest boards, colour palettes, key images and the like) to enable Bertie Does to create a Styling Concept that brings your event-vision to life;
- e) provide Bertie Does with a styling and/or Event budget so that Bertie Does can create your Styling Concept in line with your financial expectations;
- f) provide Bertie Does with feedback on the Styling Concept created for your Event, noting that you are permitted to request Minor Changes for incorporation into the Styling Concept (up to 2 rounds - any additional rounds may incur further reasonable Fees in Bertie Does' discretion). Please note that Bertie Does will not make Major Changes to the Styling Concept without charging additional Fees which must first be accepted by you by signing off on an Updated Quote;
- g) provide feedback to Bertie Does on the Costing(s) provided to you, noting that due to our clients' styling expectations (in the current age of Instagram and Pinterest!), Bertie Does requires a minimum styling budget of \$10,000. You may accept the Costing(s) as is or request that certain items be added or removed according to your budget. Costing(s) may be tweaked (again, up to 2 rounds without incurring additional Fees);
- h) work collaboratively with Bertie Does, including by providing all relevant information and materials in a timely manner;
- i) work with Bertie Does to set reasonable timelines and deadlines for key components of the engagement, keeping in mind the Client's ability to provide feedback and instructions in a timely manner;
- j) provide Bertie Does with the Client's expectations and ideas relative to how the success of Bertie Does' engagement will be measured by the Client;
- k) arrange for Bertie Does to be given reasonable and timely access to relevant individuals, information, data and documents, including by providing verbal or written authorisation as necessary for Bertie Does and its personnel to act for the Client and liaise with external parties (such as service providers) if necessary for the purposes of the engagement;
- l) provide Bertie Does with feedback on Bertie Does' work (including, but not limited to, the Styling Concept and all Costings) on request in a timely manner and in clear, concise communications;
- m) ensure that Bertie Does is the sole and exclusive event-stylist (and planner, if applicable) working on the Client's Event for the duration of the engagement; and
- n) arrange for payment of all Bertie Does' Fees and Costs without deduction or set-off in a timely manner and in accordance with the terms of this Agreement.

- 3.2 Please note that any delays in you complying with the above will hinder our ability to start or progress our Services and may impact on our ability to meet any agreed deadlines. Please note that we will not be liable for any such delays, including delays in performing the Services while any invoice is outstanding.

3.3 If any of the items listed in this clause are not provided by the Client to Bertie Does within a reasonable time after the commencement of the engagement, Bertie Does may, in its sole discretion, elect to terminate the engagement. Should Bertie Does elect to terminate the engagement, it will immediately return any information, materials, designs, data, documents, access details and the like to the Client and the Client will be liable to pay Bertie Does' Fees and Costs in accordance with the terms of this Agreement.

3.4 The Client warrants that:

- a) all artwork, information, designs, data, documents and the like provided to Bertie Does is complete and accurate; and
- b) the Client has full right and title (including all Intellectual Property Rights) to all such artwork, information, designs, data, documents and the like including elements of text, graphics, photos, designs, logos, trademarks, or other artwork or text provided to Bertie Does, or that the Client has received written permission from the rightful owner(s) to facilitate the intended use; and
- c) none of the artwork, information, designs, data, documents and the like provided to Bertie Does by the Client is defamatory in nature or unlawful in any way; and
- d) the signatory to this Agreement on behalf of the Client has full legal capacity and power to enter into this Agreement and perform the Client's obligations under this Agreement, to carry out the transactions contemplated by this Agreement, and to own property and assets or if the Client is a company, the signatory has the power to enter into and perform obligations under this Agreement and to carry out the transactions contemplated by this Agreement.

Bertie Does will not be liable for any delay, loss or damage due to any failure by the Client to comply with this clause.

3.5 To the maximum extent permitted by law, the Client indemnifies Bertie Does on a continuing basis in respect of any breach of the warranties set out in this clause and any breach of any other person's Intellectual Property Rights or other rights arising out of the engagement.

4. Hiring of Items

4.1 Subject to subclause 1.2, Bertie Does may arrange for Items to be provided to the Client by one or more third party hire organisations for the purpose of styling the Client's Event.

4.2 The relevant third party hire organisation will retain title to the Item hired and the Client agrees that all such Items will only be used for their intended purpose and in accordance with any instructions and recommendations provided to the Client, whether supplied by Bertie Does or posted on the Item in regard to its use, set-up, maintenance or storage.

4.3 The Client further agrees to comply with all occupational health and safety laws and regulations relating to the use of the Items.

4.4 The Client must not, without Bertie Does' prior approval, tamper with, repair or modify the hired Items in any way or permit any other person to do so.

4.5 The Client will be liable for any loss or damage to the Item at the Event (unless in the possession of Bertie Does) and/or while in the Client's possession, except for fair wear and tear. The Client must notify Bertie Does immediately of any breakage of or damage to the Items immediately for the appropriate action to be taken.

4.6 For the purposes of subclause 4.5, the Client agrees that at the time of signing this Agreement, the Client will complete and sign the Credit Card Authorisation Form annexed to this Agreement as Annexure A.

5. Fees and Costs

5.1 The Fees and Costs related to Bertie Does' Services are split into three separate components:

- a) Bertie Does' fee: this is a fixed fee for our Services and is set out in the Quote (or Updated Quote, if applicable); and

- b) Hire and styling décor costs: we will provide costs to you (relating to furniture hire, lighting, florals, décor etc.) through one or more Costings which we will prepare for you after the final Styling Concept has been approved by you; and
- c) Breakage/damage/loss costs: if there are any breakages, damage or loss of hired Items (such as glassware etc.) you will be responsible to pay for these costs, which will be charged to you after the Event. (together "**Fees and Costs**")

5.2 In payment for the Services provided to the Client by Bertie Does, the Client will pay to Bertie Does the Fees and Costs set out in the Quote (or Updated Quote, if applicable) plus the costs associated with the accepted Costing(s) provided to you by Bertie Does.

5.3 Fees and Costs will be invoiced to you as follows:

- a) Bertie Does' Fee:
 - i. 25% Deposit required to lock Bertie Does in for Event date;
 - ii. 25% due on approval of the Styling Concept; and
 - iii. 25% due on approval of Costing(s); and
 - iv. balance due 1 month prior to Event date.
- b) Costing(s):
 - i. 25% due on approval of Costing(s); and
 - ii. balance due 1 month prior to Event date.
- c) Breakage/damage/loss of hired Items: By signing the Credit Card Authorisation Form contained in Annexure A, you are providing Bertie Does with consent to deduct up to \$50.00 from your nominated credit card, without further notice to you, being for payment of glass breakages and/or other damage or loss to Items. Should glass breakages, damages and/or loss to Items exceed \$50.00, Bertie Does will notify you of such additional amount (**Additional Amount**) due and obtain your consent prior to charging that Additional Amount directly to your nominated credit card. Should you not provide your consent as requested by Bertie Does within a reasonable time, Bertie Does will issue an invoice to you for that Additional Amount, which must be paid according to the terms of that invoice.

5.4 If the Client's Event is cancelled or postponed or this Agreement terminated, the Client will be liable to pay the Fees and Costs in accordance with the termination provisions of this Agreement.

6. Expenses

All expenses (save for travel of more than 30km from Perth Central Business District), are factored into the Fees and Costs as contained in the Quote (and Update Quote, if applicable) and Costing(s). If applicable, travel expenses for out-of-town Events will be included in the Quote/Updated Quote.

7. Payment Terms

- 7.1 The Client must pay the Deposit specified in the Quote to secure Bertie Does for the Client's Event date. Bertie Does will not commence any work on the Client's Event until the Deposit is paid and this Agreement is signed and returned to Bertie Does.
- 7.2 Bertie Does will invoice the Client in accordance with clause 5, unless otherwise agreed.
- 7.3 All invoices are payable within 10 days of invoice date, save for the Deposit invoice which is due on receipt.
- 7.4 Payment is to be made by electronic funds transfer into the Nominated Account or by credit card (in which case merchant fees of 1.9% will be payable).
- 7.5 If the Client fails to pay any Fees and or Costs in accordance with this Agreement and any invoice remains overdue after 30 days from the due date, Bertie Does reserves the right to charge interest at the rate of 10% per annum on all outstanding amounts. Interest will accrue daily until the outstanding amounts are paid in full. In these circumstances, Bertie Does reserves the right to suspend or cancel its Services to the Client, as well as to retain any goods supplied by the Client to Bertie Does and/or any work that has been produced for the Client.

- 7.6 If any amounts remain outstanding for more than 60 days, Bertie Does may refer the matter to a debt collection agency or solicitor and the Client will be liable to pay any costs Bertie Does incurs or becomes liable to pay for the collection of such unpaid amounts, including but not limited to debt collection fees, charges and commissions and legal fees and costs on a full indemnity basis.

8. Works Standard and No Warranties

- 8.1 Bertie Does will deliver the Services in a professional manner, in good faith, with all requisite care and skill and in line with the approved Styling Concept. However, Bertie Does cannot make any warranty or guarantee as to the Client's satisfaction with the ultimate event styling. Every reasonable effort will be made by Bertie Does to bring the Client's vision for the Event to life, but any indications given by Bertie Does prior to the Event are examples only, based on experience. These must not be relied on to predict future results. The Client warrants that they have not relied on any warranty, guarantee or representation given by Bertie Does in entering into this Agreement.
- 8.2 Other than any warranties or guarantees which the Client may be entitled to pursuant to the Australian Consumer Law or any other law, all other warranties and guarantees in relation to the Services are specifically excluded.
- 8.3 Should Bertie Does recommend one or more service providers to the Client for the purposes of the Client's Event (such as a photographer, videographer or marriage celebrant) which the Client proceeds to engage directly, Bertie Does makes such recommendation in good faith, believing the service provider to be a person or entity that provides high-quality services from which the Client would benefit. Bertie Does cannot however guarantee the standard of service that the Client will receive from such recommended service provider and the Client undertakes to make her own enquiries of the service provider and satisfy herself of the suitability of the service provider for the service required. Bertie Does will not be responsible in any way whatsoever for a service provider recommended to the Client.

9. Non-Disparagement

- 9.1 The Client acknowledges that Bertie Does has established a valuable reputation and goodwill in Australia in the area of event styling, management and planning. Subject to law and the rights of the Client in connection with the enforcement of this Agreement, the Client may not at any time:
- a) disparage, permit or authorise the disparagement of Bertie Does, any of its related entities or any director, officer, employee, agent, consultant or adviser of Bertie Does or of its related entities; or
 - b) otherwise make, permit or authorise the making of any statement in anyway relating to or connected with any matters in dispute which is calculated or is reasonably likely to cause damage to Bertie Does, any of its related entities or any director, officer, employee, agent, consultant or adviser of Bertie Does or its related entities (including damage to their respective reputations).
- 9.2 This clause survives termination of this Agreement.

10. Promotion

- 10.1 Subject to compliance with the confidentiality provisions of this Agreement, the Client consents to Bertie Does using the Client's name, trade marks, general details of the engagement, Styling Concepts, photographs and video footage of Bertie Does' work at the Client's Event to promote Bertie Does' business.
- 10.2 The Client agrees that any such use of the Client's Intellectual Property will not infringe any of the Client's Intellectual Property Rights. Such promotion may include (but is not limited to) using photographs and/or video footage from the Client's Event and Styling Concepts submitted by Bertie Does to the Client to feature on Bertie Does' website, social media, brochures and other marketing material (whether digital or print).

11. Confidentiality

11.1 The parties recognise that it may be necessary during the engagement to reveal Confidential Information to each other. Each party agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which they have obtained, except as authorised by the other party or as required by law and will undertake reasonable commercial measures to maintain the confidential nature of the Confidential Information, including the signing of reasonable non-disclosure agreements by personnel of either party on request.

11.2 This clause survives termination of this Agreement.

12. Intellectual Property

12.1 All Intellectual Property created by Bertie Does in the course of this engagement (including, but not limited to, Styling Concepts, signage, photographs, images, illustrations, logos, text, copy, writing, design, graphics or other written, visual or other work, collectively "**Works**") will be the exclusive and sole property of Bertie Does, together with any derivatives of the Works.

12.2 The Client is expressly prohibited from providing copies of Bertie Does' Styling Concept or any other Works to another event stylist for execution and understands and agrees that such an action would amount to a breach of Bertie Does' Intellectual Property Rights, entitling Bertie Does to take immediate action against the Client to enforce its rights.

12.3 The Client warrants that they have full and clear legal and beneficial right and title or an appropriate license to use all Intellectual Property provided by them for the purposes of this Agreement and that they are not infringing the Intellectual Property Rights of any other person or entity in providing or using such Intellectual Property. The Client hereby indemnifies on a continuing basis and agrees to hold harmless and defend Bertie Does against any and all third-party claims or liabilities arising out of or in connection with a breach of the warranty contained in this subclause.

13. Limitation of Liability and Indemnity

13.1 Nothing in this Agreement is intended to exclude any right or guarantee to which the Client is entitled under the Australian Consumer Law.

13.2 Where the Services fall within the scope of the Australian Consumer Law, Bertie Does' liability to the Client is limited to the fullest extent permissible by law, including by limiting liability under section 64A of the Australian Consumer Law to (at our option) providing the services again or the cost of providing the services again. Bertie Does specifically excludes liability for negligence. To the maximum extent permissible by law, Bertie Does excludes liability for consequential loss or damage, including loss of business profits or reputational damage.

13.3 Where the Services do not fall within the scope of the Australian Consumer Law, Bertie Does excludes all liability to the Client (including for negligence and consequential loss or damage, including loss of business profits or reputational damage) however arising.

13.4 Where the Client hires event styling or other items (such as furniture, vases, candleholders etc.) from a service provider engaged by Bertie Does on behalf of the Client, the Client acknowledges and agrees that:

- Bertie Does engages the service provider on behalf of the Client, as the Client's agent; and
- The Client, as principal, takes full responsibility for any and all damage to or loss of such hired items and agrees to indemnify and hold Bertie Does harmless against any and all claims in respect of the hired items, however arising.

14. Termination

14.1 The Client may terminate this Agreement:

- More than 6 months in advance of the Event, in which case Bertie Does will retain 25% of Bertie Does' Fee (i.e. the Deposit will be retained by Bertie Does) plus any third-party costs already incurred and/or committed to.

- b) Less than 6 months but more than 3 months in advance of the Event, in which case Bertie Does will retain 50% of Bertie Does' Fee plus any third-party costs already incurred and/or committed to.
- c) Less than 3 months but more than 1 month in advance of the Event, in which case Bertie Does will retain 100% of Bertie Does' Fee plus the higher of:
 - i. 50% of the approved Costing(s) costs; or
 - ii. the amount of all third-party costs already incurred and/or committed to.

14.2 Bertie does may terminate this Agreement:

- a) more than 5 months in advance of the Event, in Bertie Does' sole discretion, in which case Bertie Does will reimburse the Client for Fees and Costs already paid by the Client, less Bertie Does' reasonable fees and costs incurred in providing the Services to the Client up to and including the date of termination;
- b) immediately on written notice to the Client, if the Client engages in conduct which Bertie does reasonably considers to be illegal, immoral, unfair or deceptive, or which may otherwise jeopardise Bertie Does' name, reputation or business;
- c) on expiry of notice given, if the Client breaches a term of this Agreement and fails to remedy the breach within 14 days after having received notice in writing of the breach;
- d) immediately on written notice to the Client, if an Insolvency Event occurs in relation to the Client; or
- e) immediately on written notice to the Client if a provision of this Agreement entitles Bertie Does to elect to terminate this Agreement.

14.3 If termination is disputed, it will be dealt with in accordance with the dispute resolution provisions of this Agreement.

15. Consequences of Termination

- 15.1 If this Agreement is terminated, all rights and obligations accrued up to the date of the termination (including, in particular, the Client's obligation to pay Fees and Costs) are not affected, unless otherwise set out in this clause.
- 15.2 If this Agreement is terminated prior to the Event, the Client must immediately return to Bertie Does all hard and soft copies of the Styling Concept, Costings and any other work provided to the Client by Bertie Does over the course of the engagement.
- 15.3 This clause and any other clause which by its nature is intended to survive termination, will survive termination of this Agreement.

16. Dispute Resolution

- 16.1 If a dispute arises between the parties, the party claiming the dispute must not commence any court or arbitration proceedings (except where they seek urgent interlocutory relief), unless they have first complied with this clause.
- 16.2 The party claiming the dispute must first inform the other party in writing of the following:
 - a) the nature of the dispute;
 - b) the outcome they desire to resolve the dispute, and
 - c) the action they believe will settle the dispute.
- 16.3 On receipt of the notice by the other party, both parties will make every effort to resolve the dispute by mutual negotiation within 20 Business Days.
- 16.4 If the parties are unable to resolve the dispute in that time, the parties must agree on selection of a mediator (if the parties are unable to agree, they agree to request that the President of the Law Society of Western Australia appoint a mediator) and will be equally liable for the fees and reasonable expenses of the mediator and the cost of the venue of the mediation (to be paid in advance). The parties must each pay their own costs associated with the mediation, which must be held in Perth, Australia, unless otherwise agreed in writing.

- 16.5 All communications made by the parties arising out of this dispute resolution clause are confidential and to the maximum extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.
- 16.6 This clause survives termination of this Agreement.

17. General

The following additional terms and conditions apply to this Agreement:

- a) Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.
- b) Bertie Does may sub-contract one or more aspects of the Services, provided always that Bertie Does will remain the head contractor and will be responsible for the delivery of Services in accordance with this Agreement.
- c) The parties acknowledge that this Agreement is intended as an agreement for the provision of Services and creates the relationship of principal and contractor and not any other relationship and, in particular, not the relationship of employer and employee, principal and agent or the relationship of partnership.
- d) This Agreement is the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement, and supersedes any prior understanding, arrangement, representation or agreements between the parties as to the subject matter contained in this Agreement.
- e) If anything in this Agreement is unenforceable, illegal or void, it is severed, and the rest of the Agreement remains in force.
- f) Any waiver by any party to a breach of this Agreement will not be deemed to be a waiver of a subsequent breach of the same or of a different kind.
- g) Neither party will be liable to the other party for any loss caused by any failure to observe the terms and conditions of this Agreement where such failure is occasioned by causes beyond its reasonable control including, but not limited to, by fire, flood, riot, strike, war, restrictions and prohibitions or any other actions by any government or semi government authorities, theft or cyber theft.
- h) Any amendment or variation to this Agreement (such as a change to the Services to be provided) is not effective unless it is agreed in writing by both parties (including via email), unless otherwise set out in this Agreement.
- i) The law of Western Australia governs this Agreement and the parties submit to the non-exclusive jurisdiction of the courts of Western Australia.
- j) A notice required to be given to a party under this Agreement must be in writing and delivered to that party in one of the following ways:
 - i. delivered personally;
 - ii. posted to their address, when it will be treated as having been received on the second Business Day after posting; or
 - iii. sent by email to their last-notified email address, when it will be treated as received when it enters the recipient's information system or otherwise when the recipient confirms receipt, whichever occurs first.

18. Definitions

The terms in this clause have the following meanings, unless the context indicates otherwise:

- a) **Agreement** means this agreement between Bertie Does and the Client.
- b) **Annexure A** means the Credit Card Authorisation Form annexed to this Agreement as Annexure A.
- c) **Australian Consumer Law** means Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

- d) **Business Day** means a day on which banks are open for business in Perth, other than a Saturday, Sunday or public holiday.
- e) **Client's Event** means the event for which the Client has engaged Bertie Does' Services.
- f) **Client Styling Briefing Session** means the session during which the Client briefs Bertie Does, verbally and through the use of materials such as mood boards and colour palettes, of the Client's expectations for the styling of the Client's Event.
- g) **Confidential Information** refers to any data or information relating to Bertie Does or the Client, whether business or personal, written or oral and regardless of how or when it was provided to the other party, which would reasonably be considered to be private or proprietary to Bertie Does or the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to Bertie Does or the Client, and includes the terms of this Agreement (except to the extent that disclosure of the terms is necessary for the purpose of legal or financial advice).
- h) **Costings** mean the amounts you will be required to pay to Bertie Does to cover the cost of procuring the items required to style your Event in accordance with the approved Styling Concept, including but not limited to, furniture, vases, candleholders, lighting, florals, signage, tablescapes etc.
- i) **Deposit** means the deposit set out in the Quote.
- j) **Event** means the Client's Event.
- k) **Insolvency Event** includes any event which indicates that the party in question is unable to pay their debts as they fall due, including any of the following events:
 - i. becoming unable to pay debts as they fall due;
 - ii. an act of bankruptcy;
 - iii. enter into a composition or arrangement with creditors;
 - iv. execution levied by creditors, debenture holders or trustees under a floating charge;
 - v. institution of any actions or proceedings, whether voluntary or compulsory, which has the object of or which may result in winding up (except for the purposes of reconstruction);
 - vi. making of a winding up order; and
 - vii. appointment of an official manager, receiver, receiver/manager, provisional liquidator or liquidator, but does not include a transfer of ownership.
- l) **Intellectual Property** means any works or materials in which Intellectual Property Rights subsist.
- m) **Intellectual Property Rights** means all intellectual property rights of any kind, in any jurisdiction, subsisting now or in the future (including, without limitation, business, company or trade names, domain names, patents, inventions, copyright, design rights, know-how, trade marks, the right to sue for passing off and rights to use, and protect the confidentiality of, confidential information), whether registered or unregistered, and including the rights to apply for or renew the registration of any such rights and any rights the subject of any lapsed application or registration, and all digital and electronic rights.
- n) **Major Change** means a significant or material revision of the Styling Concept, design, theme or colour palette presented to Bertie Does by the Client during and after the Client Styling Briefing Session but before the Styling Concept was prepared by Bertie Does. A Major Change would necessitate Bertie Does spending in excess of 2 hours updating the Styling Concept and may be determined as a Major Change in Bertie Does' sole discretion.
- o) **Minor Change** means a minor and immaterial revision of the Styling Concept, so as to tweak the Styling Concept while still maintaining the integrity of the overall concept, design, theme and colour palette as initially presented to Bertie Does by the Client.
- p) **Nominated Account** means the account maintained by Bertie Does with the following details, unless further or different account details are provided to the Client by an authorised member of the Bertie Does team:

Account name: FORM PROPERTY SERVICES PTY LTD TRADING AS BERTIE DOES

BSB Number: 066 192

Account Number: 1059 9399
- q) **Services** means the services set out in the Quote or Updated Quote, if applicable.

- r) **Styling Concept** means the visual representation of the proposed styling of the Client's Event created by Bertie Does for the Client.

19. Interpretation

In the interpretation of this Agreement:

- a) References to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under the legislation;
- b) Words denoting the singular include the plural and vice versa, words denoting individuals or persons include bodies corporate and vice versa, references to documents or agreements also mean those documents or agreements as changed, novated or replaced, and words denoting one gender include all genders;
- c) Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement;
- d) Grammatical forms of defined words or phrases have corresponding meanings;
- e) Parties must perform their obligations on the dates and times fixed by reference to Perth, Australia;
- f) Reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia;
- g) If the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which it is to be done, then it must be done on the next Business Day;
- h) References to a party are intended to bind their executors, administrators and permitted transferees; and
- i) Obligations under this Agreement affecting more than one party bind them jointly and each of them severally.