

## DEFINITIONS:

“Account” means the account held at your Financial Institution from which you authorise us to arrange for funds to be debited.

“Advertiser” means the person or entity described in the AO or you.

“Advertising Material” means the contracting parties advertisement to be displayed on BOA/BAAAU’s advertising panel, including any other item or object to be installed or displayed at the advertising space.

“Advertising Space” means the advertising panels and/or structure granted in the media contract or such other advertising space which form part of BOA/BAAAU’s product suite. For the avoidance of doubt, some structures such as digital displays, may be comprised of more than one advertising space.

“AO” means the advertising order signed by BOA/BAAAU and the Advertiser.

“BAAAU” means Bishopp Airport Advertising (AU) Pty Ltd.

“BOA” means Bishopp Outdoor Advertising Pty Ltd.

“Business Day” means any day other than a Saturday, Sunday or Public Holiday in Brisbane, Queensland.

“Direct Debit” means a particular transaction where a debit is made to your Account.

“Final Artwork” means the advertisement approved by the Advertiser for reproduction.

“Financial Institution” is the financial institution where you hold the account that you have authorised us to arrange to debit.

“Installation Fee” means the installation fee set out in the AO.

“Original Copy” means the original design of the advertiser’s advertisement to be displayed on the Advertising Space.

“Payment Agreement” means the payment agreement between us and you, including by which you may authorise us to Direct Debit your Account.

“Production Fee” means the production fee set out in the AO.

“Production” means the process of printing the Final Artwork on the Advertising Material for display on the Advertising Space.

“Rent” means the rent identified in the AO.

“Site” means the site or location of the Advertising Space identified in the AO.

“T & C’s” means these terms and conditions.

“Term” means the period or term identified in the AO and any extension or renewal thereof.

“Us or We” means Bishopp Outdoor Advertising Pty Ltd, BOA, Bishopp Airport Advertising (AU) Pty Ltd or BAAAU.

“You” means the Advertiser who signed the advertising order and Payment Agreement.

## ADVERTISING ORDER

### 1. AGREEMENT TO RENT

- 1.1 BOA/BAAAU agrees to Rent the Advertising Space to the Advertiser for the Term to be used for the display of the Advertising Material on the T & C’s contained in this agreement.
- 1.2 These T & C’s, the AO, any Credit Application and the Guarantee contain the whole of the agreement between us.
- 1.3 These T & C’s will apply to the current AO and any future AO or orders.
- 1.4 Any variation to the T & C’s must be accepted in writing and signed by both parties (i.e. you and us).

### 2. PRODUCTION OF ADVERTISING MATERIAL

- 2.1 The Advertiser must deliver the Original Copy to BOA/BAAAU no less than 10 Business Days prior to the first day of the Term.
- 2.2 BOA/BAAAU will deliver a proof containing the Final Artwork of the Advertising Material to the Advertiser for approval prior to print.
- 2.3 The Advertiser must, within 1 Business Day of receipt of the proof of Final Artwork:
  - (a) Advise BOA/BAAAU in writing whether BOA/BAAAU can proceed to production of the Advertising Material on the basis of the proof; or
  - (b) If it is not satisfied with the proof, the Advertiser must inform BOA/BAAAU what changes it requires to the proof, and arrange for new artwork to be provided to BOA/BAAAU if required.
- 2.4 BOA/BAAAU will make the changes to the proof within 1 Business Day of receipt of a notice under clause 2.3 and will again send a proof to the Advertiser for approval.
- 2.5 The Advertiser must notify BOA/BAAAU whether or not it accepts any amended proof within 1 Business Day of its receipt from BOA/BAAAU, in accordance with clause 2.3.

### 3. INSTALLATION OF THE ADVERTISING MATERIAL

- 3.1 BOA/BAAAU must, no later than 3 Business Days after the first day of the Term, display the Advertising Material on the Advertising Space.
- 3.2 In the event that BOA/BAAAU fails to display the Advertising Material as required in clause 3.1 BOA/BAAAU will refund to the Advertiser that part of the Rental paid by the Advertiser to BOA/BAAAU for the period commencing 4 business days after the first day of the Term and ending on the date upon which the Advertising Material is displayed on the Advertising Space calculated on a pro rata basis.
- 3.3 The Advertiser acknowledges that it is solely responsible for the content of the Final Artwork and the Advertising Material and indemnifies BOA/BAAAU for any loss (including fines and/or penalties, and the reasonable cost of removal) which BOA/BAAAU might suffer as a consequence of displaying the Advertising Material on the Advertising Space.
- 3.4 All advertisement material is subject to discretionary approval by Bishopp/BAAAU and the relevant airport company or authority and may be subject to removal upon the order of the airport company or authority. The Advertiser shall promptly replace its Advertising Material every 2-3 contract years at the time they are determined by Bishopp/BAAAU to have become faded. During any time that the Advertiser is for any reason unable to provide Advertising Material, Bishopp/BAAAU may without charge insert filler Advertising Material onto the Advertising Space, however, payment obligations of the Advertiser shall continue. Bishopp/BAAAU will return the Advertising Material to the Advertiser’s Advertising Material at the Advertiser’s expense with 60 days written notice to Bishopp/BAAAU on advance of termination and provided all amount due are paid.

### 4. MAINTENANCE OF THE ADVERTISING SPACE

BOA/BAAAU shall maintain the Advertising Space at its own cost throughout the Term.

### 5. RENT

- 5.1 On the placement of each AO or order, the Advertiser represents that it is solvent and able to pay all of its debts as and when they fall due and acknowledges that BOA/BAAAU will rely on that representation.
- 5.2 The Advertiser must pay the Rent in accordance with the Payment

Agreement identified in these T & C’s.

- 5.3 If you have provided us with your Account details, you authorise us to Direct Debit the Rent (and any GST payable) from your account on the due date for payment.
- 5.4 Any Goods and Services Tax (GST) will be charged in addition to the Rent identified in any quotation, AO or order, unless the price states that it has been provided on a GST inclusive basis.
- 5.5 The Rent will be charged at the price identified in any quotation or AO.
- 5.6 In the event that the Advertiser fails to pay the Rent on the due dates for payment, BOA/BAAAU shall be entitled to charge the Advertiser interest calculated at the rate of 2.5% per month, on the balance of the outstanding Rent and interest.
- 5.7 If any credit terms are provided by BOA/BAAAU to the Advertiser, the basis for the credit is as set out in any Credit Application Form signed by the Advertiser, or otherwise notified to the Advertiser by BOA/BAAAU from time to time.

## 6. TERMINATION

- 6.1 In the event that BOA/BAAAU is directed by any local government or other authority to remove the Advertising Material from the Advertising Space or if BOA/BAAAU should receive notice from a 3rd party of the infringement of its rights, then should BOA/BAAAU determine to remove the Advertising Material from the Advertising Space, this agreement shall automatically come to an end.
- 6.2 The Advertiser shall be released from the obligation to pay the Rent for the remainder of the Term and the provisions of clause 6.5 shall apply.
- 6.3 In the event that the Advertiser fails to pay any instalment of the Rent on the due date, BOA/BAAAU may at its discretion, upon giving the Advertiser 5 business days’ written notice of its intention to do so and provided the Rent remains unpaid during that period, terminate this agreement.
- 6.4 In the event that the Advertiser becomes bankrupt, commits an event of insolvency, cannot pay its debts as and when they fall due, enters into any composition or scheme or arrangement with creditors or executes a deed of assignment under the Bankruptcy Act 1966 or the Corporations Act 2001, this agreement will automatically come to an end.
- 6.5 In the event that BOA/BAAAU terminates this agreement under either clause 6.3 or 6.4 BOA/BAAAU may immediately remove the Advertising Material from the Advertising Space and recover from the Advertiser the following amounts:
  - (a) All Rent due but unpaid at the date of termination;
  - (b) The amount of Rent which would have been paid between the date of termination and the last day of the Term less the amount of any rent received or likely to be received from another advertiser to whom the Advertising Space is re-let or may be re-let during that period.
  - (c) All costs incurred by BOA/BAAAU as a consequence of the Advertiser’s default, including but not limited to:
    - (i) removal and storage of the Advertising Material from the Advertising Space;
    - (ii) cleaning of and necessary alternations to the Advertising Space;
    - (iii) commissions paid to re-let the Advertising Space;
    - (iv) production and installation costs associated with any new Advertising Material; and
    - (v) legal costs, calculated on a solicitor and own client basis, of and incidental to termination of this agreement and the recovery of all sums outstanding pursuant to this clause.

- 6.6 In the event that the Advertiser is in arrears in the payment of Rent under this agreement for any period in excess of 7 days, BOA/BAAAU may report the default to the Credit Reporting Agency of Australia.

## 7. RENEWAL OF TERM

- 7.1 It is acknowledged that the parties wish for this agreement to continue (provided that they remain in compliance with its terms) until one party provides notice to the other of its intention to bring the agreement to an end. Accordingly, in the event that the Advertiser elects not to notify BOA/BAAAU of its intention to terminate this agreement at least 20 Business Days prior to the last day of the Term, this agreement shall be automatically renewed for a further Term or period of 4 weeks following the end of the preceding four week period.
- 7.2 The renewal in clause 7.1 shall continue to apply until such time as either party, giving the other four weeks' notice in writing, brings the agreement to an end.

## 8. RIGHT OF REFUSAL

If the Term of this agreement exceeds 13 consecutive 4 week periods and the Advertiser notifies BOA/BAAAU of its desire to continue to rent the Advertising Space within 60 days of the end of the 13 x 4 week periods, then BOA/BAAAU may, in its absolute discretion, offer to rent the Advertising Space to the Advertiser on such terms and for such period as it considers appropriate. The Advertiser will promptly inform BOA/BAAAU whether it accepts such terms.

## 9. STORAGE OF ADVERTISING MATERIAL AT THE EXPIRATION OF THE TERM

- 9.1 BOA/BAAAU will, for a period of 6 months following the termination of this agreement, store the Advertising Material at its cost;
- 9.2 Subject to compliance with the other terms of this agreement, the Advertiser may at any time during that period collect the Advertising Material from BOA/BAAAU at the Advertiser's cost;
- 9.3 In the event that the Advertiser does not collect the Advertising Material from BOA/BAAAU within 6 months from the expiration of the Term, BOA/BAAAU may, at its discretion, destroy or recycle the Advertising Material.
- 9.4 The property in the Advertising Material does not pass to the Advertiser until the end of the Term, subject to payment in full by the Advertiser.
- 9.5 The Advertising Material is to be at the risk of the Advertiser from the time of its delivery to BOA/BAAAU and the Advertiser must insure the Advertising Material from the time of receipt of the Advertising Material by BOA/BAAAU.
- 9.6 BOA/BAAAU will have a lien on all property of the Advertiser in its possession or control and, after giving reasonable notice to the Advertiser, may sell or otherwise dispose of such property and apply the proceeds towards satisfaction of any sum owing to BOA/BAAAU.

## 10. ILLUMINATION

- 10.1 Illuminated Advertising Space is to be illuminated from dusk to midnight or such other time as may be agreed between the parties.
- 10.2 BOA/BAAAU will not be responsible for any interruption to power supply due to circumstances beyond its control and the Advertiser will not be entitled to abatement of the Rent during the period of any such interruption.
- 10.3 If the interruption to the power supply is due to circumstances within BOA/BAAAU's control and continues for a period in excess of two days, BOA/BAAAU shall give a proportional reduction of the Rent for the period in which the Advertising Space was not illuminated, calculated at 20% of the Rent for that Period.

## 11. CHARGING CLAUSE

In addition to the rights set out below, the Advertiser will grant to BOA/

BAAAU a security interest in all of its present and after acquired personal property to secure the performance of its obligations under this agreement.

## 12. GUARANTEE

The Guarantors identified at the foot of these T & C's hereby guarantee the performance by the Advertiser of its obligations under these T & C's and indemnify BOA/BAAAU in relation to any loss which it may suffer as a result of breach/es of these T & C's by the Advertiser.

## 13. PERSONAL PROPERTY SECURITIES

- 13.1 The parties agree that any supply pursuant to these T & C's (and in particular pursuant to clauses 9.6 and 11) is a security agreement to secure payment of the purchase price and all of the Advertiser's outstanding debts and obligations to BOA/BAAAU from time to time (including any other goods supplied by BOA/BAAAU to the Advertiser). This Security Interest continues until all of the Advertiser's debts and obligations under this agreement are discharged.
- 13.2 The Advertiser agrees that it grants and that BOA/BAAAU may, whilst it is entitled to do so, register a Security Interest in such form, and/or in relation to such rights or property as it shall require, pursuant to the Personal Property Securities Act 2009 (Cth) (PPSA 2009).
- 13.3 BOA/BAAAU will have a Purchase Money Security Interest (PMSI) in all Goods supplied in accordance with these T & C's.
- 13.4 The Advertiser agrees to do all things necessary, including providing all relevant information necessary to register the Security Interest in the Advertiser's personal property (Collateral), (and, if applicable, a Purchase Money Security Interest) on the Personal Property Securities Register (PPSR).
- 13.5 The Advertiser waives its rights to receive notices relating to any Financing Statement or any Financing Change Statement relating to the Security Interest in the Collateral.
- 13.6 The Advertiser will take all steps necessary to better secure any Collateral securing or that is intended to secure the supply of Goods pursuant to these Terms and Conditions immediately and at the Advertiser's own cost.
- 13.7 The Advertiser must pay BOA/BAAAU's costs of any discharge or amendment of the registration of the Security Interest on the PPSR.
- 13.8 The Advertiser agrees that BOA/BAAAU may take whatever action is appropriate to ensure that BOA/BAAAU has first ranking priority in the Collateral and indemnifies BOA/BAAAU against any reasonable costs in doing so.
- 13.9 The Advertiser agrees that where BOA/BAAAU has any rights in addition to those conferred by Ch 4 of the PPSA 2009, those rights continue to apply.
- 13.10 The Advertiser must not take any steps which will affect the propriety of BOA/BAAAU's security interest and will take all steps which BOA/BAAAU may reasonably require to enable BOA/BAAAU to enforce or perfect its security interest if so required.
- 13.11 Within two (2) business days of BOA/BAAAU's written request the Advertiser must provide to BOA/BAAAU copies of all documents granting Security Interests registered over its personal property and any Security Interests perfected by Possession or Control within the meaning of PPSA 2009.
- 13.12 The Advertiser authorises BOA/BAAAU (as its agent) to request any information under s275 of PPSA 2009 from any Secured Party relating to any Security Interest.
- 13.13 The Advertiser will give BOA/BAAAU no less than seven (7) days prior written notice of any proposed change in its name, address, email address, facsimile number, ACN or ABN, company registration or any other details required for requisition on the PPSR.
- 13.14 The Advertiser agrees, to the maximum extent permitted by law, to waive:

(a) its rights to receive any notice that is required by:

- (i) any provision of the PPSA (including a notice of a verification statement); or
- (ii) any other law before a secured party or receiver exercises a right, power or remedy, and cannot be excluded unless the notice is required by the PPSA; and

(b) any time period that must otherwise lapse under any law before a secured party or receiver exercises a right, power or remedy.

- 13.15 The Advertiser agrees that, to the maximum extent permitted by law, the sections of the PPSA 2009 described in PPSA 2009 section 115 do not apply to this Agreement or the security interests described in this Agreement.

## 14. CONFIDENTIAL INFORMATION

The Advertiser will keep confidential any confidential information (including, but not limited to, trade secrets, plans, know-how, processes, formulae and business methods) which it may receive from BOA/BAAAU pursuant to these Terms and Conditions, irrespective of whether the information is marked as confidential, for long as the information remains confidential.

## 15. INTELLECTUAL PROPERTY

- 15.1 Unless otherwise agreed in writing all intellectual property rights which are created by BOA/BAAAU in performance of this agreement, remain vested in BOA/BAAAU.
- 15.2 The Advertiser shall retain all intellectual property rights in any intellectual property provided to BOA/BAAAU for the purposes of this agreement.

## 16. LIMITATION OF LIABILITY

- 16.1 Notwithstanding clause 17, BOA/BAAAU's liability for a breach of this Agreement, including for a breach of a condition or warranty implied by Pt 3-2 Div 1 of the Australian Consumer Law, where permitted, is limited to:
- (a) in the case of Goods, any one or more of the following:
    - (i) the replacement of the Goods or the supply of equivalent products;
    - (ii) the repair of the Goods;
    - (iii) the payment of the cost of replacing the Goods or of acquiring equivalent products;
    - (iv) the payment of the cost of having the Goods resupplied; and
  - (b) in the case of Services:
    - (i) the supplying of the Services again; or
    - (ii) the payment of the cost of having the Services supplied again at BOA/BAAAU's sole discretion.
- 16.2 BOA/BAAAU's liability under section 274 of the Australian Consumer Law is expressly limited to a liability to pay to the Advertiser an amount equal to:
- (a) the cost of replacing the Goods;
  - (b) the cost of obtaining equivalent Goods; or the cost of having the Goods repaired, whichever is the lesser amount.

## 17. GENERAL EXCLUSION OF LIABILITY

- 17.1 Unless otherwise provided in the Australian Consumer Law or such other statutory rights (as may apply to the sale of the Goods or provision of the Services from time to time) BOA/BAAAU is not liable for any prospective profits, or special, indirect or consequential damages, or any general loss or damage, or for any expense resulting from use by the Advertiser or others of defective Goods or the provision of Services pursuant to these Terms and Conditions.

- 17.2 In any event, BOA/BAAAU's liability is limited to the amount identified in the preceding paragraph plus replacement delivery charges.

## 18. PRIVACY

- 18.1 The Advertiser (if an individual or its directors or authorised persons of a company) authorises BOA/BAAAU to collect, maintain and use its personal information in accordance with the matters or objects identified in BOA/BAAAU's Privacy Policy, as amended from time to time.
- 18.2 The Advertiser authorises BOA/BAAAU to give information about the Advertiser's credit arrangements to (and obtain similar information from) any credit provider or credit reporting agency. The Advertiser understands that this information can include any information about its credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under applicable privacy legislation.
- 18.3 The Advertiser understands that information which BOA/BAAAU collects about it can be used for the purposes of assisting it to avoid defaulting on its credit obligations, notifying other credit providers of a default by it and assessing its credit worthiness from time to time.
- 18.4 The Advertiser consents to BOA/BAAAU providing or storing such personal information off shore, provided that any entity to which BOA/BAAAU provides such information shall satisfy BOA/BAAAU that it maintains such information in a secure manner and in accordance with the standards prescribed in the Australian Privacy Principles.

## 19. PRIVACY POLICY

BOA/BAAAU will handle any personal information the Advertiser provides to it, in accordance with its privacy policy. BOA/BAAAU's privacy policy details can be obtained from [accounts@bishopp.com.au](mailto:accounts@bishopp.com.au) or at [www.bishopp.com.au](http://www.bishopp.com.au)

## 20. NOTIFICATION OF OWNERSHIP CHANGES AND OTHER MATTERS

The Advertiser must notify BOA/BAAAU in writing within seven (7) days of any of the following.

- 20.1 Any alteration of the name or ownership of the Advertiser.
- 20.2 The issue of any legal proceedings against the Advertiser.
- 20.3 The appointment of any provisional liquidator, liquidator, receiver, receiver manager or administrator to the Advertiser.
- 20.4 Any change in the ownership of the business name of the Advertiser.
- 20.5 The Advertiser agrees that it shall be liable to BOA/BAAAU for all monies owed to BOA/BAAAU under these T & C's until notice of any such change is received by BOA/BAAAU.
- 20.6 In the event that there is a change of ownership BOA/BAAAU reserves the right not to supply the new owner. Further, BOA/BAAAU may terminate any agreement entered into prior to the change in ownership immediately by notice in writing.

## 21. NO WAIVER

No relaxation by BOA/BAAAU of the Advertiser's obligations under this agreement shall be regarded as a waiver of BOA/BAAAU's right to enforce these obligations on a subsequent occasion.

## 22. APPLICABLE LAW

Irrespective of where the Advertiser may reside or where any order is placed, this agreement must be construed according to the laws of the State of Queensland and the parties submit to the jurisdiction of the Courts of Queensland.

## 23. APPLICABLE LAW

To the extent possible, any part of these T & C's which is found to be invalid or unenforceable must be severed or read down to the extent necessary to stop them being invalid and unenforceable without affecting the validity of any other part these T & C's.

## DIRECT DEBIT REQUEST SERVICE AGREEMENT

### 1. DEBITING YOUR ACCOUNT

- 1.1 By signing a Payment Agreement, you have authorised us to arrange for funds to be debited from your Account.
- 1.2 We will only arrange for funds to be debited from your Account as authorised in the Payment Agreement.
- 1.3 If the debit day falls on a day that is not a business day, we may direct your financial institution to debit your Account on the following business day. If you are unsure about which day your Account has or will be debited you should ask your Financial Institution.

### 2. CHANGES BY YOU

- 2.1 Subject to 2.2 and 2.3, you may change the arrangements under a Direct Debit request by writing to us at: Bishopp Outdoor Advertising Pty Ltd, 25 Bishop Street, Kelvin Grove QLD 4059 or by email at: [accounts@bishopp.com.au](mailto:accounts@bishopp.com.au)
- 2.2 If you wish to stop or defer a debit payment you must notify us in writing at least 1 month in advance (30) days before the next debit day. This notice should be given to us in the first instance.
- 2.3 You may also cancel your authority for us to debit your account at any time by giving us one month in advance, (30) days notice in writing before the next debit day. This notice should be given to us in the first instance.

### 3. YOUR OBLIGATIONS

- 3.1 You must maintain sufficient funds available in your Account to allow a debit payment to be made in accordance with the Payment Agreement.
- 3.2 Payment:
- (a) you may be charged a fee and/or interest by your Financial Institution;
  - (b) you may also incur fees or charges imposed or incurred by us; and
  - (c) you must arrange for the debit payment to be made by in your Account by an agreed time so that we can process the debit payment.
- 3.3 You should check your Account statement to verify that the amounts debited from your Account are correct.
- 3.4 If Bishopp Outdoor Advertising Pty Ltd is liable to pay goods and services tax ("GST") on a supply made in connection with this agreement, then you agree to pay Bishopp Outdoor Advertising Pty Ltd on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

### 4. DISPUTE

- 4.1 If you believe that there has been an error in debiting your Account, you should notify us directly on 07 3352 5600 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly.
- 4.2 If we conclude as a result of our investigations that your Account has been incorrectly debited we will respond to your query by arranging for your financial institution to adjust your Account (including interest and charges) accordingly. We will also notify you in writing of the amount by which your Account has been adjusted.
- 4.3 If we conclude as a result of our investigations that your Account has not been incorrectly debited we will respond to your query by providing you with reasons and any evidence for this finding.
- 4.4 Any queries you may have about an error made in debiting your

Account should be directed to us in the first instance so that we can attempt to resolve the matter between us and you. If we cannot resolve the matter you can still refer it to your Financial Institution which will obtain details from you of the disputed transaction and may lodge a claim on your behalf.

## 5. ACCOUNTS

You should check:

- (a) with your Financial Institution whether Direct Debiting is available from your Account;
- (b) your Account details which you have provided to us are correct by checking them against a recent account statement; and
- (c) with your Financial Institution before completing the Payment Agreement if you have any queries about how to complete the Payment Agreement.

## 6. CONFIDENTIALITY

- 6.1 Subject to these T & C's, we will keep any information (including your account details) in your Payment Agreement confidential. We will make reasonable secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.
- 6.2 We will only disclose information that we have about you:
- (a) to the extent specifically required by law; or
  - (b) for the purposes of this agreement (including disclosing information in connection with any query or claim).

## 7. NOTICE

- 7.1 If you wish to notify us in writing about anything relating to this agreement, you should write to: Bishopp Outdoor Advertising Pty Ltd 25 Bishop Street, Kelvin Grove, Queensland 4059 or email [accounts@bishopp.com.au](mailto:accounts@bishopp.com.au)
- 7.2 We will notify you by emailing a notice to the address provided to us in the Payment Agreement.
- 7.3 Any notice will be deemed to have been received two business days after it is posted.