

The Trustee for the Zenner Family Trust trading as Elite Monkey Bars (ABN 55 843 857 386)
CHRISTMAS SALE TERMS

1. DEFINITIONS

In this document:

- 1.1. “**Christmas Sale Terms**” means the terms and conditions set out herein.
- 1.2. “**Invoice**” means an invoice issued by EMB to the Client.
- 1.3. “**Order**” means an order placed by the Client on the Website for the Goods and/or Services.
- 1.4. “**Price**” means the price specified for the Goods and/or Services on the Website.
- 1.5. “**Website**” means EMB’s website at <https://elitemonkeybars.com.au/>.
- 1.6. “**Website Terms and Conditions**” means the terms and conditions described as the ‘website terms and conditions’ that form part of the Agreement and are accessible at <https://elitemonkeybars.com.au/terms-and-conditions/>.
- 1.7. Unless otherwise defined in these Christmas Sale Terms, defined terms in clause 1 of the Website Terms and Conditions are adopted in these Christmas Sale Terms.

2. OPERATION AND APPLICATION

- 2.1. The Client acknowledges and agrees that it is bound by these Christmas Sale Terms and the Website Terms and Conditions and, to the extent that there are any inconsistencies between the Christmas Sale Terms and the Website Terms and Conditions, these Christmas Sale Terms shall operate to the exclusion of any terms to the contrary effect expressed in the Website Terms and Conditions.
- 2.2. These Christmas Sale Terms will not apply to any Order placed or Agreement formed after 31 October 2021.

3. PAYMENT

- 3.1. The Client agrees to pay the Price as follows:
 - (a) 20% of the Price (“**Deposit**”) at the time of placing the Order; and
 - (b) The balance of the Price on or before 5 December 2021.
- 3.2. EMB will issue an Invoice to the Client specifying the balance of the Price to be paid by the Client pursuant to clause 3.1(b).
- 3.3. When making payments pursuant to clause 3.1(b) the Client:
 - (a) can make payment in instalments to EMB in any amount and at any time, subject to the Price being paid in full on or before 10 December 2021 pursuant to clause 3.1(b); and
 - (b) must reference the Invoice number of the Invoice issued to the Client under clause 3.2.

4. DELIVERY OF GOODS

- 4.1. The Client agrees that:
 - (a) The Goods will be delivered by EMB between 10 December 2021 and 23 December 2021 to the Site; and
 - (b) EMB will notify the Client of the date that EMB will deliver the Goods pursuant to clause 4.1(a) and the Client will be present at the Site to receive delivery of the Goods.
- 4.2. The Client authorises EMB to leave the Goods at the Site if the Client is not present at the Site pursuant to clause 4.1(b).
- 4.3. The Client agrees that, if EMB leaves the Goods at the Site pursuant to clause 4.2 above:

- (a) EMB shall not be liable for any loss or damage suffered by the Client as a result of EMB exercising its right under clause 4.2 to leave the Goods at the Site; and
 - (b) The Client indemnifies and agrees to keep EMB indemnified against any claim, action, damage, loss, liability, cost, charge, expense, outgoing or payment which EMB suffers, incurs, or is liable for in respect of EMB's exercise of its rights under clause 4.2.
- 4.4. Any request by the Client to pick up the Goods must be made to EMB in writing to sales@elitemonkeybars.com.au. EMB may accept or reject the request and specify any terms upon which such request may be agreed to.
- 5. CANCELLATION**
- 5.1. The Client agrees that, if it makes a Cancellation Request pursuant to clause 16 of the Website Terms and Conditions that is accepted by EMB, EMB is entitled to retain the Deposit paid by the Client.