

KIDZSPACE PLAYGROUNDS — TERMS OF TRADE & SUPPLY

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Kids Play Pty Ltd (ACN 657 515 243 · ABN 87 657 515 243 · QBCC Licence 15006840) trading as **Kidzspace Playgrounds**

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*These Terms of Trade & Supply ("**Terms**") govern the supply of playground and related goods and services by Kidzspace to the Customer. By accepting a Quote, placing an Order, or paying a deposit, the Customer agrees to these Terms. **Please read them — clauses 2 to 17 affect the deposit and when work is ordered, pricing, variations, site readiness, rescheduling, payment, suspension, delays, defects, ownership, the guarantee, liability, indemnities and termination, and set out the charges that apply when the Customer's site, instructions or timing cause Kidzspace extra cost.***

1. Definitions and interpretation

1.1 Definitions

In these Terms:

Additional Charge means a fee or charge, calculated in accordance with the **Schedule of Rates** or (where a rate is not listed) Kidzspace's reasonable prices, for: (a) work performed at the Customer's request; or (b) work, plant, materials, standby, remobilisation, rescheduling, storage or expenses reasonably required as a result of site conditions, a Latent Condition, or the Customer's act, omission, instruction or delay.

Baseline Scope means the goods and services described in the Quote, read together with the Assumptions and Exclusions stated in the Quote and clause 4. Anything not within the Baseline Scope is a Variation.

Business Day means a day that is not a Saturday, Sunday or public holiday in Queensland.

Customer means the person or entity identified as the customer on a Quote or Order, and includes its agents and permitted assigns.

Customer's Contractors means any person, other than Kidzspace and Kidzspace Personnel, engaged by or acting for the Customer on or near the site, including landscapers, surfacing installers, fencers, builders and other trades.

Deposit means the first payment due within 7 days of acceptance under clauses 2.4 and 7.1.

Design Approval means the Customer's written approval of the final layout, equipment selection and colours under clause 3.6.

Goods means any goods supplied by Kidzspace, including playground equipment, surfacing, shade structures and associated items.

Guarantor means each person who signs the Director's Guarantee (Annexure B).

Installation Date means the date confirmed in writing by Kidzspace for the start of installation.

Kidzspace Personnel means Kidzspace's employees, installers, subcontractors, plant operators and suppliers, other than Kidzspace's nominated project contact.

Latent Condition means a physical condition on or near the site that differs from what a competent contractor would reasonably have anticipated from the Quote's Assumptions, including rock, hard digging, unsuitable or contaminated soil, ground water, fill, underground services, or obstructions.

Loss means any loss, damage, liability, cost, charge or expense (including legal costs on a full indemnity basis), however arising.

Order means the Customer's acceptance of a Quote, whether by signed order form, written acceptance, email confirmation, electronic acceptance, or payment of the Deposit.

Practical Completion means the point at which, in Kidzspace's reasonable opinion, the Goods and Services have been substantially supplied and the playground is safe to use, notwithstanding minor omissions or defects that do not prevent use ("snagging items").

PPS Act means the *Personal Property Securities Act 2009* (Cth) and any regulation under it, each as amended.

Quote means a written quotation issued by Kidzspace describing the Goods and/or Services, the price, the Assumptions and Exclusions, and an estimated timeframe.

Ready for Dispatch means the date Kidzspace notifies the Customer in writing that the Goods are available to be dispatched from Kidzspace or its supplier.

Schedule of Rates means Annexure A to these Terms **in the form current at the date of the Quote**. The rates in that version apply to the Order for its whole duration.

Services means the services to be provided by Kidzspace under a Quote, including delivery and installation where stated.

Site Readiness Checklist means Kidzspace's checklist (Annexure C) of the conditions that must be in place on the Installation Date.

Supply-Only Order means an Order for Goods (including spare parts) without installation by Kidzspace.

Variation means any addition to, omission from, or change in the Baseline Scope, including work required by a Latent Condition or by law or safety.

Variation Notice means a written notice under clause 5 describing a Variation and its price and time impact.

1.2 Interpretation

Unless the context requires otherwise: a reference to writing includes email and electronic acceptance; the singular includes the plural; headings are for convenience only; a reference to a party includes its successors and permitted assigns; and if an act or payment is due on a day that is not a Business Day, it is due on the next Business Day.

2. Formation of contract

- 2.1 These Terms apply to every transaction between Kidzspace and the Customer, including all quotations, contracts and Variations, and **prevail over any terms in the Customer's own documents** (including purchase-order conditions) to the extent of any inconsistency.
- 2.2 A binding contract on these Terms is formed when the Customer accepts a Quote by any of: signing and returning an order form; confirming acceptance in writing, by email or by electronic acceptance; issuing a purchase order referencing the Quote; or paying the Deposit. Acceptance signifies the Customer's agreement to these Terms and to the most recent Quote.
- 2.3 A purchase order, vendor form or similar document issued by the Customer is issued for the Customer's administrative purposes only. Its terms do not form part of the contract, and do not override these Terms, even if it is signed, acknowledged or acted on by Kidzspace or Kidzspace Personnel, unless Kidzspace's director expressly agrees otherwise in a signed written document that refers to this clause.

- 2.4 **Deposit and ordering.** The Deposit is payable within 7 days after the Customer accepts the Quote. Kidzspace will not order Goods, reserve manufacturing or shipping capacity, or schedule installation, and is not obliged to commence any work, until the Deposit is received in cleared funds. The lead time in clause 3.4 runs from the later of receipt of the Deposit and Design Approval.
- 2.5 A variation or waiver of these Terms is not effective unless in writing signed by both parties. This clause does not affect how a Variation to the Baseline Scope is made under clauses 5 and 6.
- 2.6 **Domestic building work.** These Terms are not intended for work that is "domestic building work" under the *Queensland Building and Construction Commission Act 1991* (Qld) (for example, installation with footings at a private residence). Where a job is domestic building work, Kidzspace will supply a separate residential contract, and these Terms apply only to the extent consistent with that Act.
- 2.7 **Order of precedence.** If there is any inconsistency, the following prevail in descending order: (a) a written agreement signed by both parties (including by Kidzspace's director) that expressly states it overrides these Terms (a "**Signed Override**"), but only to the extent of the inconsistency; (b) special conditions stated in the Quote; (c) an approved Variation Notice; (d) these Terms; and (e) the Annexures. The Customer's purchase order, vendor terms, site rules, tender conditions and other standard conditions do not apply unless and to the extent they are adopted in a Signed Override. Annexure E (Subcontract Rider) applies to every Order that is a subcontract or panel supply under a head contract, and prevails over a Signed Override on the matters it covers unless the Signed Override expressly identifies and displaces the relevant clause of Annexure E.

3. Quotes, pricing and design

- 3.1 A Quote is valid for **30 days** from its date of issue, unless withdrawn earlier by written notice.
- 3.2 A Quote is based on the cost of materials at the time of preparation and on the Customer supplying necessary information, approvals and access on time.
- 3.3 **Rise and fall.** Where a documented increase in the cost of steel, materials, freight or labour occurs between the Quote date and manufacture, Kidzspace may adjust the price by the amount of the increase, on written notice, before the affected Goods are manufactured. A documented decrease will be passed on. If the increase notified exceeds **10%** of the contract price, the Customer may, within 5 Business Days of the notice, cancel the affected Goods by written notice and pay only Kidzspace's costs incurred to that date.
- 3.4 Timeframes in a Quote are estimates only and are not binding, subject to the Customer's rights under the Australian Consumer Law. Current lead time is approximately 12–14 weeks for manufacture from the later of receipt of the Deposit and Design Approval, plus 1–2 weeks for installation, and may change with demand, location and availability.
- 3.5 Unless the Quote says otherwise, prices exclude GST, which the Customer must pay in addition.
- 3.6 **Design Approval.** Kidzspace will not order or start manufacture until the Deposit has been received and the Customer gives Design Approval in writing. Any delay in giving Design Approval extends the lead time accordingly. After Design Approval, any change to the layout, equipment, sizes or colours is a Variation, and the Customer must pay, in addition to the Variation price, the cost of any materials or components already ordered, made or scrapped as a result, plus 15%, and redesign time at the Schedule of Rates.
- 3.7 **Mobilisation and travel.** Unless the Quote includes a fixed amount for it, the Quote price includes one mobilisation to a site within 50 km of Brendale QLD. For sites further away, a **Mobilisation Charge** applies to the initial installation. It is calculated at the Schedule of Rates (travel distance, travel time, accommodation, meal allowances and, outside South-East Queensland, flights, hire vehicles and freight of tools and plant) and is shown as a separate line in the Quote. Each additional mobilisation is charged under clause 5.6 or 9.1(b).

4. Baseline Scope — Assumptions and Exclusions

- 4.1 The Baseline Scope is defined by the Quote **together with the following Assumptions**. Unless the Quote expressly states otherwise, the price assumes:
- (a) installation into natural ground/soil on a cleared, level and unencumbered site;
 - (b) standard footing detail into ground with a bearing capacity of at least 150 kPa;
 - (c) **no rock, hard digging, fill, contaminated material or Latent Condition**;
 - (d) all underground services located, marked and (where necessary) relocated by others before work starts;
 - (e) accessibility for a concrete truck (a concrete pump attracts an Additional Charge) and for delivery trucks and plant without transshipment;
 - (f) excess soil spread or stockpiled on site at a location nominated by the Customer in the Site Readiness Checklist or, if none is nominated, at a location adjacent to the works chosen by Kidzspace (removal off site, or disposal of excess or contaminated soil, is not included);
 - (g) all work being performed concurrently in a single, continuous mobilisation;
 - (h) site preparation (drainage, levelling, security, fencing, sediment control, turf/re-turfing) by the Customer, unless expressly included;
 - (i) unrestricted access to the work area between 7:00 am and 5:00 pm on Business Days;
 - (j) site inductions, sign-in and security procedures taking no more than one hour in total per mobilisation; and
 - (k) where safety surfacing is not supplied by Kidzspace, surfacing installed by the Customer's Contractors to the depth, extent and finished height shown on Kidzspace's drawings.
- 4.2 **Anything outside the Baseline Scope is a Variation** and is chargeable under clause 5. The Customer is responsible for the accuracy of information it supplies; costs incurred by Kidzspace in reliance on incorrect or late information are an Additional Charge.
- 4.3 **Restricted access.** If the Customer restricts working hours or days (for example, school hours only, no-noise periods or out-of-hours work), or inductions or security procedures exceed the allowance in clause 4.1(j), the resulting extra time, standby and any out-of-hours rates are an Additional Charge at the Schedule of Rates.
- 4.4 **Approvals, certification and testing.** Unless the Quote expressly states that they are included, the following are the Customer's responsibility and cost: (a) obtaining every development, building, planning, landowner or other approval required for the works; (b) engineering design and certification (including footing and shade-structure certification) and any independent post-installation comprehensive inspection or certification; and (c) impact-attenuation (HIC) and other testing of surfacing under AS 4422. Kidzspace may delay the start of work until the approvals in (a) are provided, and any resulting delay is a delay caused by the Customer under clause 9.3.

5. Variations

- 5.1 **Customer-requested Variations.** If the Customer wishes to change the Baseline Scope, it must request the change in writing. Kidzspace will issue a **Variation Notice** stating the price (per the Schedule of Rates or a quoted amount) and any time impact. The Variation proceeds once the Customer approves the Variation Notice in writing. Kidzspace is not obliged to commence a requested Variation until it is approved. A direction given to Kidzspace Personnel is dealt with under clause 6.7.

- 5.2 **Site-, safety- and law-driven Variations.** Where a Variation is reasonably required as a result of a Latent Condition, or to comply with law, an Australian Standard, or safety, **Kidzspace may proceed with that work and the Customer is liable to pay for it as an Additional Charge whether or not a Variation Notice was approved in advance.** Where practicable, Kidzspace will notify the Customer of a Latent Condition and the expected Additional Charge before proceeding.
- 5.3 Additional Charges for Variations are calculated in accordance with the **Schedule of Rates** or, where a rate is not listed, Kidzspace's reasonable prices.
- 5.4 An approved or site-driven Variation automatically extends Kidzspace's time for completion by a reasonable period reflecting the delay caused by the Variation.
- 5.5 A Variation Notice, once approved, supersedes the affected part of the earlier Quote. Additional work is charged in addition to the original Quote.
- 5.6 **Staged work.** If the Customer asks for the works to be carried out in stages or over more than one mobilisation, that is a Variation, and each additional mobilisation attracts the remobilisation fee and travel at the Schedule of Rates.

6. Site conditions, services and access

- 6.1 The Customer warrants it owns or is authorised to develop the site, and is responsible for site preparation to the standard specified by Kidzspace before installation.
- 6.2 **Underground services.**
- (a) **Standard enquiry.** Before excavation, Kidzspace lodges an industry-standard "Before You Dig" (BYD) enquiry and carries out a visual surface inspection of the work area (pit lids, valve and meter covers, marker posts and other visible service infrastructure). This is the full extent of Kidzspace's underground-services due diligence. It does not include electronic service location, electromagnetic induction, ground-penetrating radar, potholing or any other form of physical service locating (a "Locator Scan").
 - (b) **Customer disclosure.** The Customer must, before work starts, notify Kidzspace of all existing services and their locations — including private services not shown on BYD plans — and ensure they are marked on the ground or shown on a plan provided to Kidzspace. Services are not always shown on plans and may be undetectable; the Customer, as the party in control of the site, bears the risk of unmarked and undisclosed services.
 - (c) **Locator Scan.** A Locator Scan is not included in any Quote unless the Quote expressly states it. If BYD results are incomplete, inconsistent with conditions observed on site, or show a service within 3 metres of any planned excavation, Kidzspace may require a Locator Scan by a certified locating contractor before commencing or continuing excavation. The Customer may arrange the Locator Scan itself, or ask Kidzspace to arrange it as an Additional Charge at the Schedule of Rates. Any period during which a required Locator Scan is outstanding is a delay caused by the Customer under clause 9.1.
 - (d) **Responsibility.** Kidzspace is not responsible for the repair or relocation of a service that was not marked, was mislocated, or was not disclosed to Kidzspace, and any such work is an Additional Charge (and, where it changes the Baseline Scope, a Variation under clause 5). Kidzspace remains responsible for damage it causes to a service that was accurately marked on site before work started.
- 6.3 **Rock and hard digging.** No allowance is made for rock or hard digging. If encountered, it is a Latent Condition and Kidzspace may charge for it as an Additional Charge at the Schedule of Rates.
- 6.4 **Site not ready / access.** If the site is not prepared and ready, or access is not available, at the arranged time, clauses 9.1 and 9.4 apply.
- 6.5 Kidzspace is not liable for damage due to vandalism during installation; if vandalism is a risk the Customer should discuss options with Kidzspace.

- 6.6 **Instructions go to Kidzspace, not the crew.** The Customer must give all instructions, requests and directions about the Goods, Services or the site to Kidzspace's nominated project contact (or, if none is nominated, to Kidzspace's office at the contact details above) — **not to Kidzspace Personnel**. Kidzspace Personnel have no authority to agree to a Variation, to change an agreed method of work, or to vary or waive these Terms, and nothing they say or do binds Kidzspace unless Kidzspace confirms it in writing.
- 6.7 **Directions given to the crew anyway.** If the Customer, or anyone acting for it (including its staff, agents, site representatives or the Customer's Contractors), gives a direction to Kidzspace Personnel and they act on it:
- (a) the direction is treated as a Variation requested and accepted by the Customer, even though it was not requested in writing under clause 5.1;
 - (b) Kidzspace is released from any obligation affected by the direction, including any method or outcome previously agreed with the Customer that the direction displaced (for example, spreading excess soil rather than stockpiling it); and
 - (c) the cost of complying with the direction, and of any later return visit, rework or reinstatement needed to reverse it or to achieve the previously agreed outcome, is an Additional Charge at the Schedule of Rates, including the remobilisation fee.
- 6.8 Kidzspace Personnel may decline any direction that Kidzspace has not confirmed. Kidzspace is not in breach of these Terms, and is not responsible for any resulting delay, if they do so.
- 6.9 **Damage by others.** Damage to the Goods or the works after delivery caused by the Customer, the Customer's Contractors, vandals or any other third party is not covered by the guarantee in clause 12. Kidzspace will repair it on request as an Additional Charge.
- 6.10 **Access routes.** Delivery trucks, concrete trucks and plant must travel over the access route to the work area. Kidzspace is not responsible for reasonable wear to that route, including ruts, compaction, turf damage and minor scuffing of kerbs and paths. Any reinstatement the Customer asks Kidzspace to carry out is a Variation.
- 6.11 **Set-out.** Before excavation, the Customer must approve the set-out of the Goods, either on site or on a marked plan. If the Customer does not attend or respond when asked, Kidzspace may proceed on the set-out shown on the approved design. A change to the set-out after approval (or after excavation starts) is a Variation, including backfilling and reinstating excavations and any remobilisation.

7. Deposit, payment schedule and cancellation

- 7.1 **Payment schedule.** Unless the Quote states otherwise, payment is due as follows:

STAGE	% OF CONTRACT PRICE
Deposit — within 7 days of acceptance of Quote	50%
When the Goods are Ready for Dispatch (whether or not the site is ready to receive them)	40%
Within 7 days of Practical Completion	10%

Plus GST and any Additional Charges, invoiced as incurred.

- 7.1A **Supply-only and parts orders.** For a Supply-Only Order:

- (a) the full price, together with freight and any handling fee, is payable **before dispatch or collection**, and the stages in clause 7.1 do not apply. Any Deposit received under clause 2.4 is credited against that amount. Kidzspace will not dispatch or release the Goods until the full amount is received in

cleared funds;

- (b) the Goods are delivered to the address in the Quote or collected from Kidzspace's premises at Brendale QLD, as stated in the Quote;
- (c) a reference in these Terms to Practical Completion means the date of delivery or collection;
- (d) the guarantee in clause 12 runs from the date of delivery or collection, and is conditional on installation by a competent installer in accordance with Kidzspace's and the manufacturer's instructions; and
- (e) the **minimum order value and handling fee** in the Schedule of Rates apply (an order below the minimum order value is charged at the minimum), and freight is charged in addition at cost or at the rate stated in the Quote.

7.1B **Price held only on payment of the Deposit.** The price in the Quote is held only if the Deposit is received within 14 days after acceptance. If it is received later, Kidzspace may, by written notice before ordering the Goods, adjust the price under clause 3.3 as if the date the Deposit was received were the Quote date. If 30 days pass after acceptance without the Deposit being received, Kidzspace may by written notice treat the Order as cancelled by the Customer before Design Approval, and clause 7.3 applies.

7.2 Each invoice is payable within **7 days** of a valid tax invoice being issued.

7.3 **Cancellation.** An Order cannot be cancelled without Kidzspace's written consent. If an Order is cancelled after acceptance for a reason other than Kidzspace's breach, the Customer must pay (and Kidzspace may retain from amounts paid) the following, which the parties agree is a reasonable estimate of Kidzspace's loss:

WHEN CANCELLED	CANCELLATION CHARGE
Before Design Approval	Kidzspace's costs incurred to date (including design and project time at the Schedule of Rates) plus 10% of the contract price
After Design Approval but before manufacture or ordering starts	Costs incurred to date plus 20% of the contract price
After manufacture or ordering of any Goods has started	Costs incurred and committed (including custom Goods, which cannot be resold) plus 20% of the contract price, up to the amounts paid and payable to that date

Any amount already paid that exceeds the cancellation charge is refunded.

- 7.4 Kidzspace may apply any payment received to any amount the Customer owes, in any order Kidzspace chooses.
- 7.5 Kidzspace may decline to supply where Goods are unavailable, credit limits are exceeded, or amounts remain unpaid by the Customer or a related entity.
- 7.6 **Next stage waits for payment.** Kidzspace is not required to dispatch Goods, start installation, or carry out handover until every amount then due — including approved Variations and Additional Charges — has been paid. Any resulting delay extends Kidzspace's time for completion, and clause 9 applies as if it were a delay caused by the Customer.

8. Payment protection

- 8.1 **Withholding is capped.** If the Customer genuinely and reasonably considers there is a defect in the Goods or Services at the time a payment falls due, the Customer may withhold **only** an amount equal to the reasonable cost of rectifying that specific defect. **The Customer must pay the balance of the invoice in full when due.** The withheld amount is released on rectification.
- 8.2 **Minor and cosmetic items do not defer payment.** Snagging items and cosmetic matters (including scratches, dents or paint fade) are not grounds to withhold payment; they are addressed under clause 10 or the guarantee in clause 12 and do not delay any payment stage, including the final payment.
- 8.3 Except as allowed by clause 8.1, the Customer is not entitled to withhold or set off any amount owing to Kidzspace. Nothing in this clause 8 limits the Customer's rights in respect of a failure of a consumer guarantee under the Australian Consumer Law, or either party's rights under the Building Industry Fairness (Security of Payment) Act 2017 (Qld) or the equivalent security-of-payment legislation of the State or Territory where the work is carried out (**SOP Legislation**).
- 8.4 **Default interest.** Overdue amounts bear interest at **10% per annum**, calculated daily, payable on demand. This does not limit any interest payable under SOP Legislation.
- 8.5 **Suspension (stop-work).** If an amount is not paid within 5 Business Days after its due date, Kidzspace may give the Customer written notice that it intends to suspend work. If the amount is still unpaid 3 Business Days after that notice (or any longer period that SOP Legislation requires), Kidzspace may suspend the supply of Goods and Services, including dispatch, installation, handover documents and non-urgent site attendance under clause 12, until all overdue amounts are paid. During the suspension:
- (a) Kidzspace's time for completion is extended by the period of suspension plus a reasonable period to remobilise;
 - (b) the costs of standby, demobilisation, storage and remobilisation caused by the suspension are Additional Charges at the Schedule of Rates;
 - (c) Kidzspace is not liable for any loss, cost or delay the Customer suffers because of a suspension that complies with this clause; and
 - (d) the guarantee in clause 12 is not suspended or reduced and the guarantee period is not shortened, although Kidzspace need not attend site for a non-urgent claim until overdue amounts are paid. Kidzspace will still attend promptly to a defect that makes the playground unsafe to use.
- This clause is in addition to, and does not limit, any right to suspend under SOP Legislation. If SOP Legislation requires a different notice or procedure for a suspension to be valid, Kidzspace may follow that procedure instead.
- 8.6 **Handover documents.** Compliance certificates, warranty documents and as-built/working drawings are released to the Customer only after payment in full is received.
- 8.7 The Customer must pay all reasonable costs of recovering overdue amounts, including legal and debt-collection costs on an indemnity basis, plus Kidzspace's administration fee per overdue reminder (after the second reminder) at the Schedule of Rates, as a debt due and payable.
- 8.8 **Payment claims.** Each stage invoice, and each statement of Additional Charges issued at the end of a month or on completion, is a payment claim under the SOP Legislation of the State or Territory where the work is carried out, to the extent that legislation applies. The reference dates (or claim dates) are: the date of acceptance; the date the Goods are Ready for Dispatch; the date of Practical Completion; and the last day of each month for Additional Charges. Each such invoice will state that it is made under that legislation (naming the Act), identify the work or goods to which it relates, and state the amount claimed. The payment stages in clause 7.1 remain 50% / 40% / 10%.

9. Delays, site readiness, rescheduling and storage

9.1 Quoted prices assume a single, continuous mobilisation with the site ready and accessible. If, as a result of the Customer's act or omission (including the site not being ready, access being unavailable, the Customer's Contractors being in the way, or the Customer suspending work), Kidzspace's crew or plant is delayed, idle, or must demobilise, the following Additional Charges apply at the **Schedule of Rates**, cumulatively:

- (a) a **standby / idle-time charge** per installer per day (or part day), and plant standby, for time the crew or plant cannot productively work;
- (b) a **remobilisation fee** for each return visit made necessary by the Customer; and
- (c) a **storage charge** per week where installation is delayed for more than 2 weeks after the Goods are Ready for Dispatch.

Storage, interest and resale where the Customer delays dispatch or installation are dealt with in clause 9.8.

9.2 **Deemed Practical Completion.** If the Customer prevents Kidzspace from achieving or certifying Practical Completion — including by refusing or failing to accept handover, denying access, or leaving the site not ready — for more than **10 Business Days** after Kidzspace notifies the Customer that it is ready to complete or hand over, then Practical Completion is deemed to have occurred, and the payment due at Practical Completion under clause 7 falls due, without prejudice to Kidzspace's other rights.

9.3 A delay caused by the Customer extends Kidzspace's time for completion by a reasonable period.

9.4 **Site Readiness Confirmation.**

- (a) No later than **5 Business Days** before the Installation Date, the Customer must sign and return the Site Readiness Checklist confirming that each item in it will be satisfied on the Installation Date.
- (b) If the signed Checklist is not returned on time, Kidzspace may reschedule the installation to its next available date, and the rescheduling fee in the Schedule of Rates applies.
- (c) If, when Kidzspace's crew arrives, any item in the Checklist is not satisfied, clause 9.1 applies, and **both** the standby charge and the remobilisation fee are payable.

9.5 **Rescheduling and late cancellation of the Installation Date.** Once an Installation Date is confirmed, the Customer may move it **once** without charge by giving at least **10 Business Days'** written notice. Any further change, or a change on shorter notice, attracts the charge in the Schedule of Rates: the rescheduling fee for 5–10 Business Days' notice, and the late-cancellation charge for less than 5 Business Days' notice. These charges reflect the crew, plant, travel and accommodation Kidzspace has committed.

9.6 **Stored Goods.** Risk in the Goods passes to the Customer when storage charges begin under clause 9.1(c). If installation cannot proceed within **8 weeks** after the Goods are Ready for Dispatch for a reason not caused by Kidzspace, Kidzspace may, by written notice, either invoice the contract price less the installation component (which is then payable under clause 7.2), or deliver the Goods to the site and invoice accordingly. Installation is then carried out at the next mutually available date, with remobilisation charged under clause 9.1(b) where applicable.

9.7 **Weather.** Rain or other weather that makes work unsafe or impractical entitles Kidzspace to a reasonable extension of time, and neither party charges the other for that lost time. However, if the stoppage is caused or extended by inadequate site drainage, preparation or access (the Customer's responsibility under clause 4.1(h)), clause 9.1 applies.

9.8 **Customer delay: storage, interest and resale.** If dispatch, delivery or installation of the Goods is delayed by the Customer (including because an amount due under clause 7 is unpaid, the site is not ready, or the Customer has not accepted delivery) for more than **60 days** after the Goods are Ready for Dispatch, then, in addition to clause 9.6:

- (a) storage costs continue to be payable under clause 9.1(c) at the Schedule of Rates for as long as the delay continues or, where Kidzspace has to store the Goods with a third party, at that party's actual charges;
- (b) interest accrues on overdue amounts under clause 8.4;
- (c) Kidzspace may, by not less than 14 days' written notice to the Customer (a "**Resale Notice**"), resell, reallocate or otherwise deal with the Goods if, at the end of the notice period, the overdue amounts have not been paid and a firm delivery or installation date has not been agreed in writing; and
- (d) where Goods are resold or reallocated under paragraph (c), Kidzspace will take reasonable steps to obtain a fair price; the proceeds are applied first to the costs of storage, handling and resale and then to amounts owing by the Customer; any surplus is refunded to the Customer; and the Customer remains liable for any shortfall as damages. Kidzspace does not charge a separate holding or penalty fee for the delay.

10. Practical Completion, handover and defects

- 10.1 The Goods and Services are complete when Practical Completion is reached. Practical Completion is not prevented by minor omissions or snagging items that do not stop the playground being used safely.
- 10.2 On Practical Completion, Kidzspace will arrange a handover/inspection and, subject to payment, provide handover documentation.
- 10.3 **Handover without the Customer.** The Customer must ensure its representative attends the handover at the notified time. If the representative does not attend, Kidzspace may hand over by email (with photographs and its completion checklist), and Practical Completion occurs on the date of that email unless the Customer identifies, within 2 Business Days, a defect that makes the playground unsafe to use.
- 10.4 **One consolidated defects list.** Within **5 Business Days** after Practical Completion, the Customer must give Kidzspace **one** written list of all claimed defects and snagging items. Kidzspace will rectify the listed items that are its responsibility in a **single visit** within a reasonable time. Later-notified items that do not affect safety are batched to Kidzspace's next scheduled attendance in the area or to the next listed visit. If the Customer asks for a separate or earlier visit, that visit is charged at the Schedule of Rates. The existence of snagging items does not defer any payment (clause 8.2).
- 10.5 **Use before handover.** The Customer must keep the work area fenced and closed to users and the public from the start of installation until handover (including while concrete cures). Any use of the playground before handover is at the Customer's risk, the Customer indemnifies Kidzspace against Loss arising from that use, and rectification of damage caused by that use is an Additional Charge.
- 10.6 **Surfacing by others.** Where safety surfacing is supplied by the Customer's Contractors, Kidzspace's compliance inspection is limited to the Goods it supplied and the surfacing as found on the day. If the surfacing does not meet the required depth, extent or finished height, Kidzspace may decline to certify until it is corrected, and each re-inspection is charged at the Schedule of Rates.
- 10.7 If the Customer does not notify Kidzspace in writing of a claimed defect within the period in clause 10.4 (or, for a defect not reasonably discoverable at handover, within a reasonable time after it becomes apparent), the Goods and Services are deemed accepted as conforming. Nothing in this clause limits the Customer's rights under the Australian Consumer Law or under the guarantee in clause 12.

11. Title, risk and security (PPS)

- 11.1 **Risk** in the Goods passes to the Customer on delivery to site, or earlier under clause 9.6.
- 11.2 **Title** in the Goods does not pass to the Customer until Kidzspace has received payment in full of all amounts owing by the Customer to Kidzspace (including in respect of other transactions).

- 11.3 Until title passes, the Customer holds the Goods as bailee for Kidzspace, must keep them identifiable, must not grant any security interest over them, and must not permit them to be seized. Kidzspace may repossess the Goods if payment is not made, and the Customer grants Kidzspace an irrevocable licence to enter the premises to do so, indemnifying Kidzspace for any resulting property damage or personal injury not caused by Kidzspace's negligence.
- 11.4 **PPS Act.** These Terms create a security interest in the Goods (and their proceeds) in favour of Kidzspace. The Customer:
- (a) acknowledges Kidzspace may register a financing statement in respect of that security interest;
 - (b) waives its right under s 157 of the PPS Act to receive notice of any verification statement;
 - (c) must promptly do anything Kidzspace reasonably requires to ensure the security interest is perfected and has priority; and
 - (d) agrees that, to the extent permitted, the enforcement notice and remedy provisions in sections 95, 118, 121(4), 125, 130, 132(3)(d), 132(4), 135, 142 and 143 of the PPS Act do not apply.
- 11.5 **Fixtures.** The parties acknowledge that once Goods are fixed to land they may become fixtures and cease to be personal property under the PPS Act. To the extent that occurs, the Customer grants Kidzspace an equitable charge over its interest in the land to secure the unpaid amount, and agrees not to deal with the land in a way that defeats Kidzspace's rights, until payment in full.
- 11.6 This clause survives termination of any contract into which these Terms are incorporated.

12. Guarantee (warranty against defects)

- 12.1 Kidzspace undertakes to remedy any defect in materials or workmanship in the goods supplied by Kidzspace, by repair or replacement at Kidzspace's option, for the following periods **from the date of Practical Completion (or, for a Supply-Only Order, delivery or collection)**, with due allowance for normal wear and tear:

Outdoor playgrounds — standard installations:

COMPONENT	GUARANTEE
Hot-dip galvanised structural steel framework and posts (where hot-dip galvanising is specified in the Quote)	25 years
Pre-galvanised powder-coated structural steel framework and posts; HDPE panels; HPL panels; Robinia timber	20 years
Stainless steel components and platforms	10 years
Plastic, rubber, rope and net systems; springs; graphic panels	5 years
Bearings, moving parts and mechanical assemblies	2 years

Coastal installations (within 500 m of the ocean, or in direct contact with salt or chlorinated water):

COMPONENT	GUARANTEE
Steel, plastic, resin, timber, rubber and rope components	5 years
All moving parts	1 year

Indoor playgrounds: structural steel, platforms and panel components as for outdoor standard installations; plastic, reinforced polyester resin, timber, rubber and rope components **5 years**; moving parts, foam and netting **1 year**.

- 12.2 The coastal periods apply instead of the standard periods where the site is coastal. Kidzspace offers an optional corrosion-protection (zinc-coating) upgrade for coastal sites; the upgrade improves durability but **does not extend the guarantee beyond the coastal periods**. Regular washing with clean water is required in corrosive environments.
- 12.3 The guarantee does **not** cover: cosmetic defects such as scratches, dents or paint fade; surface corrosion or discolouration; corrosion resulting from lack of washing or maintenance, from damage to the coating by others, or from coastal or chemical exposure beyond the applicable coastal period; damage due to fire, flood, vermin or insect infestation, vandalism, improper shipment by others, incorrect installation by others, misuse, extreme weather events, or lack of maintenance; damage by the Customer, the Customer's Contractors or third parties (clause 6.9); theft; colour change, animal or bird damage to freshly poured wet-pour rubber, or shrinkage of rubber from fixed edges; or circumstances beyond Kidzspace's control.
- 12.4 The guarantee is conditional on the Customer performing the routine maintenance and inspection required by AS 4685.0 and by Kidzspace's guidance, including, in corrosive/coastal environments, regular washing with clean water, and periodic treatment of exposed timber with a suitable exterior coating. Timber exposed to weather may crack, distort and weather without affecting structural integrity, and such changes are excluded. Inspections and maintenance carried out under an active Care Plan (Annexure D) satisfy this condition for the items inspected.
- 12.5 Any alteration, modification or addition by an unauthorised person, or not in accordance with instructions, voids the guarantee for the affected item. A repaired or replaced part is covered only for the balance of the original period.
- 12.6 **How to claim.** To claim, contact Kidzspace at the address, phone number or email below within the guarantee period, with proof of purchase, the site address, a description of the defect and photographs. Kidzspace may assess a claim from the information provided or by inspection. Where a claim is accepted, Kidzspace supplies the repaired or replacement part at no charge for the part itself. Except where the Australian Consumer Law requires otherwise: (a) repaired and replacement parts are supplied ex Kidzspace's premises at Brendale QLD, and freight or delivery to site (or any other location) is payable by the Customer at cost as an Additional Charge; (b) where Kidzspace requires the defective item to be returned for assessment, transport of the item to Kidzspace is at the Customer's cost; and (c) the Customer bears its own costs of making the claim, including the labour cost of on-site removal and reinstallation.
- 12.7 **Non-covered callouts.** If Kidzspace attends site in response to a claim and the item is not a defect covered by this clause 12 (including damage, vandalism, lack of maintenance or work by others, or no fault found), the Customer must pay the site-visit fee, labour and any parts at the Schedule of Rates. This clause does not apply to the extent the Australian Consumer Law gives the Customer a remedy for the item.
- 12.8 **Australian Consumer Law.** *Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the*

goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. The benefits given by this guarantee are in addition to other rights and remedies the Customer has under a law in relation to the Goods and Services.

- 12.9 This guarantee is given by Kids Play Pty Ltd t/a Kidzspace Playgrounds, 23 Deakin Street, Brendale QLD 4500 · 1300 543 977 · hello@kidzspace.com.au.

13. Safety and standards

- 13.1 Kidzspace's equipment meets or exceeds AS 4685 (*Playground Equipment*), AS 4685.0 (*development, installation, inspection, maintenance and operation*) and AS 4422 (*Playground surfacing*), and Kidzspace holds AS/NZS ISO 9001:2015 quality certification.
- 13.2 The Customer is responsible for ongoing inspection and maintenance of the playground after handover in accordance with AS 4685.0. Vandal-resistant tamper-proof fixings are used as standard.

14. Liability

- 14.1 Nothing in these Terms excludes, restricts or modifies any consumer guarantee, right or remedy under the *Competition and Consumer Act 2010* (Cth), including the **Australian Consumer Law (ACL)**, that cannot lawfully be excluded.
- 14.2 To the extent permitted by law, and subject to clause 14.1, Kidzspace's liability for a breach of a guarantee that can be limited is limited, at Kidzspace's option, to: (in the case of Goods) replacement, repair, or the cost of replacing or repairing the Goods; and (in the case of Services) resupplying the Services or the cost of resupply.
- 14.3 To the extent permitted by law, Kidzspace is not liable for consequential or indirect loss, or for loss of profit, revenue, use or data, arising out of the supply of, or any delay in or failure to supply, the Goods or Services.
- 14.4 To the extent permitted by law, and subject to clauses 14.1 and 14.2, Kidzspace's total aggregate liability arising out of or in connection with a Quote or Order (whether in contract, tort including negligence, statute or otherwise) is limited to the **contract price** of that Order. This limit does not apply to liability for death or personal injury, damage to third-party property, fraud or wilful misconduct, or to the extent the liability is covered (or would have been covered but for Kidzspace's act or omission) by insurance held by Kidzspace.
- 14.5 Kidzspace is not liable for defects in a design supplied or specified by the Customer, or for goods that the Customer supplies or that the Customer requires Kidzspace to source from a supplier the Customer nominates, beyond passing on the benefit of any manufacturer's warranty.

15. Indemnity and insurance

- 15.1 The Customer indemnifies Kidzspace against Loss arising from the Customer's breach of these Terms, its supply of incorrect information or design, the acts or omissions of the Customer's Contractors, or its use of the site, except to the extent caused or contributed to by the negligence or wilful default of Kidzspace or Kidzspace Personnel. This clause survives termination.
- 15.1A Kidzspace indemnifies the Customer against Loss arising from death, personal injury or damage to property caused by the negligence or wilful default of Kidzspace or Kidzspace Personnel in performing the Services, except to the extent caused or contributed to by the Customer or the Customer's Contractors. The limit in clause 14.4 does not apply to this indemnity to the extent of the exceptions stated in that clause. This clause survives termination.

- 15.2 Kidzspace maintains public and products liability insurance of not less than \$20,000,000, together with professional indemnity insurance, and motor vehicle and workers' compensation insurance as required by law, in each case as held from time to time. Certificates of currency are available on request.

16. Intellectual property

- 16.1 All designs, drawings and other materials created by Kidzspace remain the property of Kidzspace and are commercial-in-confidence. No part of a proposal, plan or design may be reproduced or used without Kidzspace's prior written consent.
- 16.2 Subject to payment in full, Kidzspace grants the Customer a non-exclusive licence to use the designs for the purpose of the Order.
- 16.3 The Customer warrants it is entitled to provide any material it supplies to Kidzspace and indemnifies Kidzspace against any third-party intellectual-property claim arising from that material.

17. Default and termination

- 17.1 An event of default occurs if the Customer: fails to pay any amount when due and does not remedy within 14 days of notice; breaches these Terms and does not remedy within 14 days of notice; or, to the extent permitted by law, becomes insolvent, bankrupt, or subject to external administration, or ceases or threatens to cease business.
- 17.2 On an event of default, Kidzspace may (in addition to its other rights) suspend or terminate any Order, decline further supply, repossess and resell unpaid Goods, and call on any Guarantee (Annexure B). On termination for default, the Customer must pay immediately: (a) all amounts invoiced or due; (b) the value of work performed and not yet invoiced; (c) the cost of Goods made, ordered or committed for the Order, and of demobilisation; and (d) as damages, Kidzspace's loss of the profit it would have earned on the balance of the Order. Kidzspace may set off amounts paid on account against those amounts.
- 17.3 **Customer's right to terminate for Kidzspace's breach.** The Customer may terminate an Order by written notice if Kidzspace commits a material breach of the Order and does not remedy it within 20 Business Days after receiving a written notice that identifies the breach and states that it is given under this clause. On termination the Customer pays for the Goods and Services supplied to the date of termination (and for Goods made or ordered for the Order that the Customer takes delivery of), and Kidzspace refunds any amount the Customer has paid in excess of that amount.

18. Force majeure

- 18.1 Neither party is liable for delay or failure to perform (other than an obligation to pay money) caused by circumstances beyond its reasonable control, including unavailability of materials, industrial action, natural disaster, pandemic or epidemic, fire, war, government order, or transport or IT failure. The affected party may suspend performance while such circumstances continue and, if they persist for more than 60 days, either party may terminate on notice, in which case the Customer pays for work performed and Goods made, ordered or committed to that date.

19. Dispute resolution

- 19.1 A party must not commence legal proceedings (other than for urgent interlocutory relief, or to recover a debt that is not genuinely disputed) about a dispute unless it has first been referred under this clause. Nothing in this clause limits a party's rights under SOP Legislation.

- 19.2 On written notice of a dispute, the parties' senior representatives must attempt to resolve it within 5 Business Days. If unresolved, the parties must attempt mediation (administered by a recognised mediation body, or as agreed) before litigating.
- 19.3 Each party must continue performing its obligations during a dispute (including paying amounts not genuinely disputed). This clause survives termination.

20. General

- 20.1 **Governing law.** These Terms are governed by the laws of **Queensland**, and each party submits to the non-exclusive jurisdiction of its courts.
- 20.2 **Entire agreement.** These Terms, the Quote, and any written Variations are the entire agreement and supersede prior negotiations. The Customer has not relied on any representation not set out in writing.
- 20.3 **Severability.** If any provision is void or unenforceable, it is severed and the remainder continues in force.
- 20.4 **No waiver.** A failure or delay in exercising a right is not a waiver of it.
- 20.5 **Assignment.** The Customer may not assign its rights without Kidzspace's written consent. Kidzspace may assign its right to receive payment on notice, and may otherwise assign with the Customer's consent (not to be unreasonably withheld).
- 20.6 **Notices.** Notices must be in writing and delivered by hand, pre-paid post, or email to the address on the Quote (or as later notified). A posted notice is taken to be received on the second Business Day after posting; an email before 4pm on a Business Day, on that day, otherwise the next Business Day.

Kidzspace Playgrounds — Terms of Trade & Supply v4.0. Annexure A (Schedule of Rates), Annexure B (Director's Guarantee), Annexure C (Site Readiness Checklist), Annexure D (Care Plan and Inspection Services) and Annexure E (Subcontract Rider) form part of these Terms. This version applies only to Quotes accepted on or after 18 October 2026; earlier Orders remain on the version they were accepted under. Version note: v4.0 builds on v3.6.1. The principal changes are: deposit payable within 7 days and nothing ordered until it is paid (cl 2.4, 7.1B); order of precedence (cl 2.7); mobilisation and travel (cl 3.7); approvals, certification and testing (cl 4.4); supply-only and parts orders (cl 7.1A); suspension (cl 8.5); payment claims (cl 8.8); replacement of the holding fee (cl 9.8); liability cap and indemnities (cl 14.4, 15.1, 15.1A); the Customer's right to terminate (cl 17.3); and new Annexures D and E. The payment stages remain 50% / 40% / 10%.

ANNEXURE A — SCHEDULE OF RATES

Kids Play Pty Ltd t/a Kidzspace Playgrounds — Terms of Trade & Supply

Edition 18 October 2026 (v4.0) · Rates exclude GST

*This Schedule sets the rates used to calculate Additional Charges under clauses 3 to 17 of the Terms. **The edition of this Schedule current at the date of the Quote applies to that Order for its whole duration.***

Kidzspace may publish new editions for future Quotes.

1. Labour

ITEM	UNIT	RATE (EX GST)
Installer / labourer	per person, per day (up to 8 hrs, Business Days)	\$720 (≈ \$90/hr)
Installer / labourer — part day or overtime (Business Days)	per person, per hour	\$110
Installer / labourer — Saturday	per person, per hour	\$165
Installer / labourer — Sunday or public holiday	per person, per hour	\$220
Site supervisor / leading hand	per day	\$960
Site inductions / security procedures beyond 1 hour (cl 4.1(j), 4.3)	per person, per hour	\$110

2. Plant and equipment

ITEM	UNIT	RATE (EX GST)
Excavator (incl. operator)	per day	\$1,200
Rock breaker / hard-dig attachment	per day (in addition to excavator)	\$650
Concrete pump (where truck access unavailable)	per pour	\$1,400
Tip truck / spoil removal	per load	\$480
Contaminated / excess soil disposal	per tonne	at cost + 15%
Plant standby (plant on site unable to work, cl 9.1)	per item, per day	hire cost + 15%, or \$1,200 for an excavator

3. Site conditions (Latent Conditions — clause 6)

ITEM	UNIT	RATE (EX GST)
Rock / hard digging	per hour (labour + plant, min. 2 hrs)	\$350
Service location / repair / relocation (cl 6.2)	—	at cost + 15%
Additional footing / engineered footing (below 150 kPa)	per footing	quoted per Variation Notice

4. Delay, site readiness and rescheduling (clause 9)

ITEM	UNIT	RATE (EX GST)
Standby / idle-crew charge (site not ready, inaccessible, or crew delayed)	per installer, per day (or part day)	\$720
Remobilisation fee (return visit caused by Customer) — SE Queensland	per visit	\$950 + travel at \$1.50/km beyond 50 km
Remobilisation fee — outside SE Queensland	per visit	the greater of \$950 or actual travel, flights, accommodation and travel-time labour + 15%
Failed site readiness on arrival (cl 9.4(c))	per occurrence	standby (per installer, per day) + remobilisation fee
Rescheduling fee — Installation Date moved on 5–10 Business Days' notice, or after the one free move (cl 9.4(b), 9.5)	per change	\$950
Late cancellation — Installation Date cancelled or moved on less than 5 Business Days' notice (cl 9.5)	per change	remobilisation fee + 1 day standby per rostered installer
Storage charge (installation delayed >2 weeks after Ready for Dispatch, cl 9.1(c))	per week (or part week)	\$350
Stored Goods after 8 weeks (cl 9.6)	—	contract price less installation invoiced
Storage after Customer delay exceeds 60 days (cl 9.8)	per week (or part week)	\$350, or the third-party storage provider's actual charges
Suspension for non-payment: demobilisation and remobilisation (cl 8.5)	per occurrence	remobilisation fee + standby for each rostered installer held on site

5. Defects, guarantee and inspections (clauses 10 and 12)

ITEM	UNIT	RATE (EX GST)
Additional defect visit (beyond the single consolidated visit, cl 10.4)	per visit	\$450 + labour at the rates above
Non-covered / no-fault guarantee callout (cl 12.7)	per callout	\$450 + \$110/hr labour + parts
Surfacing re-inspection (surfacing by others, cl 10.6)	per re-inspection	\$450 + \$140/hr reporting
Repair of damage by others (cl 6.9)	—	labour and plant at the rates above + parts at cost + 15%

6. Variations and administration

ITEM	UNIT	RATE (EX GST)
Customer-requested design change / redraw	per hour	\$140
Change after Design Approval (cl 3.6)	—	\$140/hr + materials ordered, made or scrapped at cost + 15%
Additional site visit / inspection	per visit	\$450
Overdue account administration fee (per reminder after the second, cl 8.7)	per reminder	\$95
Rise-and-fall material adjustment	at documented cost difference	at cost

7. Supply-only and parts orders (clause 7.1A)

ITEM	UNIT	RATE (EX GST)
Minimum order value (Supply-Only Orders)	per order	\$150
Handling fee: Supply-Only Orders under \$1,000 ex GST	per order	\$75
Freight	per order	at cost + 15%, or as quoted

8. Mobilisation and travel: initial installation (clause 3.7)

ITEM	UNIT	RATE (EX GST)
Included mobilisation	—	one mobilisation within 50 km of Brendale QLD, unless a fixed amount is quoted
Vehicle travel beyond 50 km	per km, each way	\$1.50
Travel time beyond 1 hour each way	per person, per hour	\$110 (labour rate, section 1)
Accommodation	per person, per night	at cost + 15%
Meal allowance	per person, per night	at cost
Outside SE Queensland: flights, hire vehicle, freight of tools and plant	at cost	cost + 15%

All rates exclude GST and form part of the Kidzspace Terms of Trade & Supply. Where an item is not listed, Kidzspace's reasonable prices apply. Mobilisation and travel for the original installation are charged under clause 3.7 and section 8 unless a fixed amount is quoted.

ANNEXURE B – DIRECTOR'S / PERSONAL GUARANTEE AND INDEMNITY

Kids Play Pty Ltd (ACN 657 515 243 · ABN 87 657 515 243) t/a Kidzspace Playgrounds ("Kidzspace")

Complete this Guarantee where the Customer is a company, trust or other entity. It is required before Kidzspace commences work for such a Customer. Each Guarantor should read it and, if in doubt, obtain independent legal advice before signing.

1. Parties

Customer (the entity being guaranteed):

Name / entity: _____ ABN/ACN: _____

Address: _____

Guarantor 1: Full name: _____ Date of birth: _____

Home address: _____

Guarantor 2 (if any): Full name: _____ Date of birth: _____

Home address: _____

2. Guarantee and indemnity

- 2.1 In consideration of Kidzspace agreeing to supply Goods and Services to the Customer on credit and on the Kidzspace Terms of Trade & Supply, in the version applying to each Order from time to time (the "**Terms**"), each Guarantor **unconditionally and irrevocably guarantees** to Kidzspace the due and punctual payment by the Customer of all money the Customer owes or will owe to Kidzspace under the Terms, including the price, Additional Charges, interest, and recovery costs (the "**Guaranteed Money**").
- 2.2 If the Customer fails to pay any Guaranteed Money when due, each Guarantor must pay that amount to Kidzspace **on demand**, as a principal debtor and not merely as a surety.
- 2.3 As a separate obligation, each Guarantor **indemnifies** Kidzspace against any Loss Kidzspace suffers if any Guaranteed Money is or becomes irrecoverable from the Customer for any reason (including the Customer's insolvency, or a transaction being void or unenforceable).

3. Nature of the guarantee

- 3.1 This is a **continuing guarantee** and applies to the whole of the Guaranteed Money, notwithstanding any intermediate payment. It is not discharged by any settlement of account.
- 3.2 The liability of each Guarantor is **joint and several** and is not affected or released by: any time, waiver or concession given to the Customer; any variation of the Terms or a Quote; any Variation to the works; the release of any other Guarantor or security; or anything that would otherwise release a guarantor.
- 3.3 Kidzspace need not exhaust its rights against the Customer or any security before enforcing this Guarantee.

4. Charging clause

- 4.1 Each Guarantor charges all of their present and future estate and interest in real and personal property in favour of Kidzspace to secure their obligations under this Guarantee, and consents to Kidzspace lodging a caveat over any real property in which the Guarantor has an interest.

5. General

- 5.1 This Guarantee is governed by the laws of **Queensland**. Each Guarantor submits to the non-exclusive jurisdiction of its courts.
- 5.2 This Guarantee is binding on each Guarantor's executors, administrators and successors.
- 5.3 Each Guarantor warrants they have capacity to give this Guarantee and have been given the opportunity to obtain independent legal advice.

6. Execution

Guarantor 1

Signature: _____ Name: _____ Date: _____

Witness signature: _____ Witness name: _____ Date: _____

Guarantor 2

Signature: _____ Name: _____ Date: _____

Witness signature: _____ Witness name: _____ Date: _____

This Guarantee forms part of the Kidzspace Terms of Trade & Supply (Annexure B).

ANNEXURE C — SITE READINESS CHECKLIST

Kids Play Pty Ltd t/a Kidzspace Playgrounds · 1300 543 977 · hello@kidzspace.com.au

Sign and return this checklist at least 5 Business Days before your Installation Date (Terms clause 9.4). If it is not returned on time, we may reschedule your installation and a rescheduling fee applies. If any item below is not in place when our crew arrives, standby **and** remobilisation charges apply under the Schedule of Rates. These charges cover crew, plant and travel that we have already committed to your job.

Customer / site: _____ Quote no.: _____

Installation Date: _____ Site address: _____

1. Access

- ☐ There is a clear access route from the street to the work area for a delivery truck, a concrete truck and a 5-tonne excavator, at least **3.0 m wide** and **3.5 m high**, with no soft ground, steps or low branches.
- ☐ Gates, keys, codes or bollards will be open or available from **7:00 am**. Name of the person who opens up: _____
- ☐ Parking or a set-down area for trucks and a trailer is available.

2. Work area

- ☐ The work area is cleared of equipment, materials, vehicles, rubbish and vegetation, and is at finished level (± 50 mm).
- ☐ The work area is fenced or can be secured, and will be **closed to children and the public** from the start of installation until handover (clause 10.5).
- ☐ No other trades will be working in or blocking the work area during our installation. Trades on site that week: _____
- ☐ Set-out: the person who will approve the equipment position on the morning of day 1 is _____ (clause 6.11).

3. Underground services

- ☐ All known services (power, water, sewer, stormwater, irrigation, gas, data, lighting) have been **marked on the ground or shown on a plan provided to Kidzspace**.
- ☐ Any private services not shown on Before You Dig plans have been located and marked.
- ☐ If any known service lies within 3 m of a planned excavation, or Before You Dig plans are incomplete for this site, a certified locator scan has been completed and the markings/report provided to Kidzspace.

4. Spoil and ground

- ☐ Excess soil may be spread or stockpiled at: _____ (if blank, Kidzspace will choose a location next to the works — clause 4.1(f)).
- ☐ Known fill, rock, rubble, soft or wet ground has been disclosed to Kidzspace: _____

5. Site facilities

- ☐ Toilet access for the crew is available.
- ☐ A water tap is available within 50 m.
- ☐ Power (240 V) is available, if this was specified in the Quote.

6. Hours, inductions and restrictions

- ☐ The crew may work **7:00 am – 5:00 pm, Monday to Friday** without restriction. List any restrictions (school hours, noise limits, no-go periods): _____ (*restrictions are charged under clause 4.3*)
- ☐ Inductions or sign-in requirements will take less than 1 hour in total. Details: _____
- ☐ Working with Children / security clearance requirements, if any: _____

7. Surfacing by others (if applicable)

- ☐ If your own contractor is installing the safety surfacing, they have Kidzspace's drawings showing surfacing depth, extent and finished heights, and they understand that the certification inspection happens after their work is complete (clause 10.6).

8. Site contact

On-site contact (must be available by phone on install days): _____

Mobile: _____

Handover attendee: _____ **Mobile:** _____

Declaration. I confirm that I am authorised by the Customer, and that every item ticked above will be in place on the Installation Date. I understand that if an item is not in place, Kidzspace may charge standby, remobilisation and rescheduling fees under the Terms of Trade & Supply and the Schedule of Rates.

Name: _____ Position: _____ Signature: _____

_____ Date: _____

Annexure C to the Kidzspace Terms of Trade & Supply. Return by email to your project contact or hello@kidzspace.com.au.

ANNEXURE D — CARE PLAN AND INSPECTION SERVICES

Kids Play Pty Ltd t/a Kidzspace Playgrounds — Terms of Trade & Supply

D1 Application. This Annexure applies to inspection, maintenance and Care Plan services (**Inspection Services**) described in a Care Plan Quote. The Terms apply to Inspection Services except clauses 2.4, 3.3 to 3.7, 4, 7.1 to 7.3, 9.2, 9.4 to 9.8 and 10. Where this Annexure conflicts with the Terms, this Annexure prevails.

D2 Scope. Inspection Services are carried out in accordance with AS 4685.0 at the frequency and level stated in the Care Plan: routine visual, operational and/or comprehensive annual inspection. Each inspection results in a written report identifying observed hazards, non-conformities and recommended actions, with a priority rating.

D3 Nature of inspection. An inspection records the condition of the equipment and surfacing that is visible and accessible on the day of inspection. It is not a guarantee that the playground is free of defects, and it does not include destructive testing, below-ground inspection of footings, or impact-attenuation (HIC) testing unless stated in the Care Plan. An inspection does not certify the design of equipment supplied by others.

D4 Customer's responsibilities. The Customer remains the owner or operator of the playground and is responsible for: acting on the report's recommendations; closing or isolating equipment identified as a high-priority hazard; carrying out the routine inspections not included in the Care Plan; and giving Kidzspace safe access at the scheduled time. Kidzspace will notify the Customer the same day of any hazard it rates as high priority.

D5 Repairs. Repairs and replacement parts are not included unless stated in the Care Plan. Kidzspace will quote them separately, or carry out minor repairs up to the value stated in the Care Plan on the Customer's standing approval. Labour is at the Schedule of Rates and parts at the quoted price.

D6 Care Plan and the Guarantee. For Goods supplied by Kidzspace, inspections and maintenance carried out under an active Care Plan satisfy the routine maintenance and inspection conditions in clause 12.4 for the items inspected.

D7 Term and renewal. A Care Plan runs for 12 months from its start date. Kidzspace will send a renewal notice at least 30 days before expiry, stating the renewal price. The Care Plan renews for a further 12 months unless the Customer gives written notice of non-renewal before expiry. The Customer may also cancel within 14 days after a renewal takes effect and receive a full refund of the renewal fee, less the cost of any inspection already carried out in that period.

D8 Fees. Care Plan fees are invoiced annually in advance (or quarterly where stated) and are payable within 14 days. A first-site inspection fee, where stated, is payable before the first inspection. The renewal price may change only on renewal, as stated in the renewal notice.

D9 Cancellation. Either party may end a Care Plan on 30 days' written notice. If the Customer ends it, or Kidzspace ends it for the Customer's non-payment, the Customer pays for inspections carried out, and Kidzspace refunds any prepaid fees for inspections not yet carried out. If Kidzspace ends it for convenience, it refunds prepaid fees pro rata.

D10 Liability. To the extent permitted by law, and subject to clause 14.1, Kidzspace's aggregate liability for Inspection Services in any Care Plan year is limited to the fees paid for that year. This limit does not apply to death, personal injury or property damage caused by Kidzspace's negligence.

D11 Third-party equipment. Where the playground includes equipment not supplied by Kidzspace, the report may identify non-conformities. Kidzspace gives no warranty about that equipment and is not responsible for its design, manufacture or prior installation.

ANNEXURE E — SUBCONTRACT RIDER

Kids Play Pty Ltd t/a Kidzspace Playgrounds — Terms of Trade & Supply

E1 Application. *This Rider applies to every Order where Kidzspace supplies Goods or Services as a subcontractor or panel supplier under a head contract between the Customer and a third party (the "Principal"). It sets out the minimum terms on which Kidzspace supplies, and operates as described in clause 2.7. A Signed Override may displace a clause of this Rider only by expressly identifying it.*

E2 Payment. Kidzspace may issue payment claims for the stages in clause 7.1 and for Additional Charges. Each claim is payable within 7 days or, if shorter, the maximum period permitted by the SOP Legislation. Payment is not conditional on the Customer receiving payment from the Principal ("pay-when-paid" and "pay-if-paid" terms do not apply, to the extent the law permits).

E3 Retention and security. Any retention is not more than 5% of the contract price, and is released as to half at Practical Completion and as to the balance at the end of any defects liability period. Any defects liability period does not exceed 12 months from Practical Completion, after which clause 12 applies.

E4 Site, services and Latent Conditions. Clauses 4, 5.2 and 6 apply. As between Kidzspace and the Customer, the Customer bears the risk of Latent Conditions, underground services and the accuracy of site and service information supplied by or through the Principal, and is entitled to no more time or money from Kidzspace than those clauses allow.

E5 Design. Kidzspace is responsible only for the design of Goods that it designs. It is not responsible for the design of the project, or for design supplied or specified by the Customer, the Principal or their consultants (clause 14.5).

E6 Delay and liability. No liquidated damages or other delay damages apply unless agreed in the Quote. If agreed, they are limited to a daily rate stated in the Quote, are capped at 5% of the contract price, and are Kidzspace's sole liability for the delay. Clauses 14.1 to 14.4 apply to all other liability.

E7 Title and security. Clause 11 applies. The Customer acknowledges that Kidzspace may register its security interest on the Personal Property Securities Register before dispatch.

E8 Guarantee. The guarantee in clause 12 is the only warranty given in respect of the Goods and Services. Longer or wider warranties given by the Customer to the Principal are not passed through to Kidzspace.

E9 Head contract information. On request, the Customer must give Kidzspace the provisions of the head contract that affect payment, time, scope and the Principal's site obligations, and must pass on Kidzspace's payment claims and payment schedules within the time the SOP Legislation requires.

Annexure E to the Kidzspace Terms of Trade & Supply.