



Cooly Rocks On

Exhibitor and Food Vendor Terms and Conditions

TERMS AND CONDITIONS

1. APPLICATION

- 1.1 This document sets out the Terms and Conditions on which Exhibitors and Food Vendors may access and use Sites as part of the Event.
- 1.2 By submitting an Application Form with the 'acceptance of the Terms and Conditions' checkbox checked, you agree to comply with and be bound by these Terms and Conditions.
- 1.3 You will be bound by these Terms and Conditions from the date you submit the Application Form.

2. PAYMENTS

- 2.1 If your Application is accepted, you will receive an Accepted Application Form from the Organiser which will set out the Site Fees you must pay in relation to your use of the Site.
- 2.2 You must pay your Site Fees in full in Australian dollars by the due date set out in the Accepted Application Form or as set out in any payment correspondence you receive from the Organiser.
- 2.3 If your Site Fees have not been paid in full by the due date, the Organiser may re-locate or cancel your booking without notice to you.
- 2.4 If you have agreed alternate payment arrangements in writing with the Organiser and you fail to make payments as required by that payment arrangement, the Organiser may re-locate or cancel your booking without notice to you.
- 2.5 You will not be permitted to enter the Site or set up for the Event unless and until your Site Fees have been paid in full.
- 2.6 The Organiser may recover unpaid Site Fees from you as a debt due and payable.

3. CANCELLATIONS

- 3.1 If you wish to cancel your booking, you may do so at any time by providing written notice to the Organiser in which case you will be entitled to a refund as follows:
 - (a) if you cancel 8 weeks prior to the commencement of the Event, you will be entitled to a full refund;
 - (b) if you cancel 4 weeks prior to the commencement of the Event, you will be entitled to a 50% refund;
 - (c) if you cancel within 4 weeks of the commencement of the Event, you will not be entitled to a refund; and
 - (d) if you are a 'no show' during the Event, you will not be entitled to a refund.
- 3.2 If you have to cancel your booking because you have tested positive for Covid-19 or because you have Covid-19 symptoms and are awaiting test results, the Organiser may, in its discretion, issue you a full refund however proof of testing or other evidence may be required before such a refund will be issued.
- 3.3 If you have to cancel your booking due to a Covid-19 related border closure, you will be entitled to a full refund.
- 3.4 If the Organiser cancels the Event in order to comply with Covid-19 Government restrictions or recommendations, you will be entitled to a full refund.
- 3.5 If the Organiser cannot stage the Event due to any circumstance beyond the Organiser's control (for example acts of God, natural disasters, government action or interference, labour shortages, national emergencies and acts of war), it will be at the Organiser's discretion whether to issue any refunds.

4. EXHIBITOR/VENDOR OPERATIONS MANUAL

- 4.1 You will be issued with an Exhibitor/Vendor Operations Manual at approximately one month prior to the Event which will detail bump-in and bump-out information, contact details, maps and other event information.
- 4.2 You must familiarise yourself with all aspects of the Exhibitor/Vendor Operations Manual and associated documents and at all times comply with the rules, policies and procedures set out in it.

5. SITE SIZE

- 5.1 When submitting an Application Form you must select a Site size large enough to accommodate your entire stall (including ropes, awnings, vehicles, cold rooms, etc) and if you are unsure of the Site size you require, please contact the Organiser for assistance prior to submitting your Application Form.
- 5.2 If you arrive onsite and require additional space it cannot be guaranteed.
- 5.3 If additional space is made available to you, additional fees will apply.
- 5.4 You must not occupy or use any space outside the boundaries of your nominated Site or encroach onto walkways or restrict access to other stalls.

6. TRADING HOURS

- 6.1 You must have your stall open, trading and staffed during the Event Trading Hours set out in the Exhibitor/Vendor Operations Manual issued to you by the Organiser.
- 6.2 You may not have your stall open or trading outside of the Event Trading Hours.

7. BUMP-IN

- 7.1 You must complete the online safety induction before you will be permitted onsite.
- 7.2 When onsite you must comply with all the Site Rules set out in the Exhibitor/Vendor Operations Manual issued to you by the Organiser.

8. VEHICLES

- 8.1 Vehicles are not permitted in the Event Precinct without the prior consent of the Organiser.
- 8.2 If you wish to bring a vehicle into the Event Precinct (for example to assist with bump-in or bump-out), you must seek consent from the Organiser and must comply with the conditions of any consent granted.
- 8.3 The Organiser will only grant consent for vehicle access to the Event Precinct if you can demonstrate a genuine need for such access.
- 8.4 If you are granted consent to operate a vehicle in the Event Precinct you must:
 - (a) ensure that any person who operates the vehicle has a valid licence to do so;
 - (b) operate the vehicle in a safe manner in compliance with all traffic rules and speed limits;
 - (c) not park your vehicle in driveways, parking lot aisles, fire lanes, designated loading areas, handicapped spaces (except with a valid permit) or on footpaths;
 - (d) only access and operate/park your vehicle as agreed with the organiser; and
 - (e) ensure that vehicles are secured at all times when not in use.
- 8.5 Any vehicle left unattended in the Event Precinct or parked in contravention of requirements set out in these Terms and Conditions may be towed by the Organiser without notice to you.
- 8.6 If you bring a vehicle into the Event Precinct you do so at your own risk and the Organiser is not liable for any damage to or theft of that vehicle or its contents.

9. COVID-19

- 9.1 You must comply with any Covid-Safe rules notified to you by the Organiser.
- 9.2 You must comply with any requests or directions of the Organiser in relation to Covid-19 or any other health and safety matter.
- 9.3 Sites will be spaced to allow for appropriate crowd density as per Queensland Health directives at the time of the event.
- 9.4 You must stay within the Site allocated to you and you must not enter any other Site.
- 9.5 Your site must not be moved unless authorised by the Organiser.
- 9.6 You must provide hand sanitiser for customer use as part of your stall set up.
- 9.7 You must enforce physical distancing rules in and out the front of your stall.
- 9.8 You must ensure the queue for your stall does not cross with the queue for another stall or a thoroughfare to hinder physical distancing measures.
- 9.9 You must display Covid-19 signage in your stall that sets out Covid-19 information including physical distancing rules, floor markings where required, the use of hand sanitiser etc.
- 9.10 You must ensure there is a one-way flow of traffic through your stall.
- 9.11 If you become unwell during the Event you must notify the Organiser.
- 9.12 If you have any of the following Covid-19 symptoms you must not attend the Event and must notify the Organiser:
 - (a) Sore throat;
 - (b) Fever
 - (c) Coughing
 - (d) Shortness of breath
- 9.13 You must keep a record of all staff that work on your Site each day and make that list available to the Organiser should it be required for contact tracing.
- 9.14 You agree to your information, and all onsite personnel, being recorded and given to QLD health upon request.
- 9.15 You must practice good hygiene and cleaning methods at all times in connection with the use of your Site.

10. SUB-LETTING AND PERFORMANCES

- 10.1 You may not assign, share or sub-let your Site or any part of your Site.
- 10.2 You may not employ, contract or program any performer or performance in the Event Precinct without prior written consent from the Organiser.

11. WEATHER

- 11.1 The Organiser will monitor local weather in the lead up to and during the Event.
- 11.2 The Exhibitor/Vendor Operations Manual will outline procedures to be followed in the event of severe weather.
- 11.3 You must promptly follow the Organiser's directions in relation to severe weather and acknowledge that action must be taken to secure your Site prior to severe weather reaching the Event Precinct in order to ensure the safety of persons and property.
- 11.4 In the event of severe weather, the Organiser may take any action it deems necessary to ensure the safety of persons and property including:
 - (a) suspension of trading;
 - (b) cancellation of Site bookings;
 - (c) issuing directions to Site operators to take down marquees or pack away stalls;
 - (d) adjusting bump-in times or Event Trading Hours.

- 11.5 Notices relating to severe weather will be made via text message to all Exhibitors/Vendors and you must ensure your details are kept up to date with the Organiser at all times.
- 11.6 The Organiser is not required to issue any refunds or pay any compensation in relation to any action it takes in relation to severe weather.

12. SITE PRESENTATION

- 12.1 You must maintain your site in a clean and tidy manner.
- 12.2 You must minimise waste and recycle wherever possible and practicable.
- 12.3 You must remove all rubbish from your Site as soon as practicable after it accumulates and no rubbish is to be left on your Site during the Event.
- 12.4 If your site is left untidy, the Organiser may charge you a cleaning fee and recover from you any costs the Organiser incurs in undertaking such cleaning.
- 12.5 The organiser may enter your Site at any time to remove any articles, signs, pictures or printed matter that are not permitted to be displayed or which are considered offensive.

13. PRE-ERECTED MARQUEE SITES

- 13.1 If you have booked a pre-erected marquee, the Organiser will provide you with the following:
- (a) 3m x 3m enclosed Marquee;
 - (b) Electricity via 1 x 10 amp power outlet per 3m x 3m marquee; and
 - (c) 1 x pre-installed overhead light.
- 13.2 You must not use any generators in or surrounding the marquee.
- 13.3 You must provide your own furnishings such as signage, table, chairs as this will not be provided by the Organiser.
- 13.4 You acknowledge that there will be no access to running water from your Site.

14. METERED SITES

- 14.1 If you are on a metered site, you must supply your own marquee which is of a professional standard and which will tolerate all weather conditions including strong winds and rain.
- 14.2 You must ensure your marquee is safely and securely fastened with weights or sandbags in compliance with weighting guidelines issued by the relevant marquee manufacturers.
- 14.3 You may not peg your marquee without the prior written consent of the Organiser which the Organiser may withhold in its absolute discretion.
- 14.4 You must secure all your goods and chattels at all times including before, during and after Event Trading Hours.
- 14.5 Marquees must remain on their allocated site for the duration of the Event.
- 14.6 The Organiser may remove a marquee that it deems not securely anchored.
- 14.7 The Exhibitor/Vendor is responsible for providing all their own furniture, signage and lighting.
- 14.8 Electricity is not included in any metered sites, but generators are permitted provided they are silent and placed at the back of your Site away from pedestrian traffic.
- 14.9 Any electrical leads and appliances you use must be tagged and tested.
- 14.10 You will have no access to running water on your Site, but grey water tanks for disposal will be supplied by the Organiser.

15. FOOD SITES

- 15.1 If you have a food stall, it must be fully setup and operational before you commence trading.

- 15.2 Your food stall must comply with all applicable legislative requirements including those set out in the Food Act 2006 and the Food Safety Standards.
- 15.3 As a Food Vendor operator you must obtain a Temporary Food Business License or provide the Organiser with a copy of your current Queensland Mobile Food Business License issued under the Food Act 2006.
- 15.4 You must display your license in a prominent location on your Site so that it is visible for Council inspector's visits.

16. USE OBLIGATIONS

- 16.1 You may only use your Site for the purpose specified in your Accepted Application Form.
- 16.2 When accessing and using your Site, you must:
- (a) comply with all reasonable directions given by the Organiser in relation to such use;
 - (b) use the Site in a safe and proper manner;
 - (c) comply with all health, safety and security directions given by the Organiser in relation to use of the Site;
 - (d) use reasonable endeavours to minimise any nuisance, annoyance or obstruction to other occupiers or invitees of the Event;
 - (e) keep your Site clean, tidy and free of rubbish;
 - (f) not alter, connect or disconnect any building services, including electrical, fire protection, ventilation, plumbing and sewerage services;
 - (g) not do or omit to do any act or thing that would be likely to cause injury or damage to persons or property in or around the Event Precinct;
 - (h) promptly make good any damage, loss or injury to the Site or the Event Precinct caused by your or your personnel or invitees;
 - (i) notify the Organiser as soon as practicable after becoming aware of any injury or health and safety incident that occurs in or around your Site or the Event Precinct; and
 - (j) notify the Organiser as soon as practicable after becoming aware of any damage to or loss of the Site or any property within the Event Precinct.
- 16.3 You must exercise your rights and fulfill your obligations under these Terms and Conditions:
- (a) in an efficient, professional and timely manner;
 - (b) with due care, skill and attention;
 - (c) in compliance with all applicable Laws, regulations and codes;
 - (d) in compliance with any applicable approvals, licences, permits and consents; and
 - (e) in compliance with these Terms and Conditions.

17. BEHAVIOUR

- 17.1 You must present yourself in a neat and tidy manner and be appropriately dressed at all times when in the Event Precinct.
- 17.2 You must not undertake, allow or procure the undertaking of any of the following activities in the Event Precinct:
- (a) threatening, aggressive, abusive or destructive behaviour;
 - (b) the use of foul or abusive language;
 - (c) sexual misconduct;
 - (d) drunkenness;
 - (e) discriminatory, religious, racial, political or homophobic behaviour or abuse;
 - (f) possession, distribution or consumption of illegal drugs or substances;

- (g) criminal activity;
 - (h) littering;
 - (i) distribution, display or other use of advertising or promotional material;
 - (j) distributing, hawking or offering for sale any goods or services; or
 - (k) activities that could be considered dangerous or a nuisance or annoyance to any other person.
- 17.3 You may not smoke anywhere in the Event Precinct other than areas specifically and clearly designated as Smoking Areas.
- 17.4 You must not do or omit to do any act or thing which would:
- (a) hinder the Organiser's ability to prepare for, promote or stage the Event; or
 - (b) be prejudicial to the image, reputation or goodwill of the Organiser or the Event.

18. NOISE

- 18.1 You must keep noise levels within a lawful and appropriate limit and must not maintain high noise levels for any sustained period without prior consent from the Organiser.
- 18.2 You must accommodate any reasonable request from the Organiser or any other Exhibitor/Vendor in relation to noise levels.
- 18.3 You may not use amplifiers or loudspeakers (or any other audio device) without prior written consent from the Organiser.

19. RUBBISH AND RECYCLING

- 19.1 You must dispose of all rubbish that accumulates on your Site, including any packaging and cardboard boxes, as soon as practicable after it accumulates.
- 19.2 Stall site rubbish is the responsibility of the Exhibitor/Vendor and must be taken offsite as there will be nowhere to dispose of Exhibitor/Vendor rubbish in the Event Precinct.
- 19.3 You must NOT use public waste bins for your Site rubbish.
- 19.4 Additional general waste bins, recycling bins and cardboard bins (these are different to the general public waste bins) will be provided in dedicated areas during the Event for public and general event waste only.
- 19.5 You must minimise waste and recycle wherever possible and practicable.

20. ELECTRICITY

- 20.1 Any electrical leads and appliances you use must be tagged and tested and any electrical leads that are not tagged will be confiscated and returned at the end of the Event.
- 20.2 It is your responsibility to know your power requirements and to ensure that you do not overload any electricity that is supplied to your Site.
- 20.3 You must pay for or reimburse any losses or damage incurred by the Organiser as a result of you overloading the electricity supply to your Site.
- 20.4 You must not use double adaptors, but tagged and tested power boards are acceptable.
- 20.5 Electricity is NOT provided for metered sites.

21. COSTS, EQUIPMENT AND MATERIALS

- 21.1 Unless otherwise specified in your Accepted Application Form or agreed in writing with the Organiser, you must provide all labour, materials, tools, supplies, goods, equipment, services, facilities, supervision and all other items required to exercise your rights and fulfill your obligations in relation to your Site hire.
- 21.2 You must provide all equipment necessary for you to exercise your rights and fulfil your obligations in relation to your Site hire and in respect of such equipment you:

- (a) must notify the Organiser that you intend to use the equipment and must comply with any requirements the Organiser may have in relation to the use or storage of the equipment;
- (b) is solely responsible for the safety and security of the equipment;
- (c) must ensure the equipment is free from all defects;
- (d) is responsible for all costs associated with the use of the equipment including the cost of procuring, transporting, storing, installing and removing the equipment;
- (e) must comply with any necessary licences or permits required to use the equipment lawfully; and
- (f) use that equipment at your own risk and to the extent permitted by law release and indemnify the Organiser and its personnel from and against any claim which may be brought, made upon or incurred by any of them arising directly or indirectly out of your use of that equipment.

21.3 If the Organiser, or a third party on behalf of the Organiser, provides you with any equipment to use in connection with your use of the Site, you:

- (a) must only use the equipment for the purpose for which it was provided to you;
- (b) must not modify the equipment without the Organiser's prior written consent;
- (c) must, if applicable, pay any rates associated with the use of the equipment;
- (d) are responsible for all other costs associated with the use of the equipment during the time it is provided to you including the cost of procuring, transporting, storing, installing and removing that equipment;
- (e) must obtain and comply with any necessary licences or permits required in order for you to use the equipment lawfully;
- (f) use the equipment at your own risk and to the extent permitted by law release and indemnify the Organiser and its personnel from and against any claim which may be brought, made upon or incurred by any of them arising directly or indirectly out of your use of the equipment;
- (g) is responsible for the safekeeping and security of the equipment during the time it is provided to you and must maintain it in good repair and must comply with any reasonable directions given by the Organiser regarding the safekeeping and security of the equipment;
- (h) must immediately notify the Organiser of any loss of or damage to the equipment or any possible claim which may be made in relation to the equipment;
- (i) must where there is any loss of or damage to any equipment in your care, either promptly rectify the loss or damage, replace the equipment or reimburse or compensate the Organiser for any loss of or damage to the equipment; and
- (j) must promptly return the equipment when required by the Organiser;
- (k) and except to the extent required by law, the Organiser makes no warranty or representation as to the condition, suitability, fitness for purpose or adequacy of any equipment.

22. BUMP-OUT

22.1 During the bump-out period you must:

- (a) vacate the Site and remove from the Site (and, if applicable, elsewhere in the Event Precinct) all of the property, equipment, materials and fitout that you brought onto the Site;
- (b) make good any damage you caused to the Site (and, if applicable, to the Event Precinct) including make good of any damage caused by complying with removal requirements set out in clause 22.1(a);
- (c) leave the Site in a clean state and condition and in the same condition as before bump-in, with fair wear and tear accepted; and
- (d) return to the Organiser any keys or access passes provided to you in connection with your use of the Site.

- 22.2 If you fail to comply with your obligations under clause 22.1 during the bump-out period, then:
- (a) your interest in any of your property not removed will immediately pass to the Organiser; and
 - (b) any costs incurred by the Organiser in performing your obligations (including damage not considered fair wear and tear and/or to dispose of or remove property remaining on the Site or in the Event Precinct) will be recoverable from you as a debt due payable on demand.

23. SAFETY AND SECURITY

- 23.1 The Organiser will provide roaming security during the Event, but you occupy your Site and participate in the Event at your own risk.
- 23.2 You are fully responsible for the safekeeping of your property and for any loss of or damage to that property.
- 23.3 You must comply with any reasonable request of the Organiser in relation to health and safety.
- 23.4 You must not block any thoroughfare, including any stairs, steps, aisle, passage, entry or exits.

24. INSURANCE

- 24.1 You must hold and maintain for the duration of the Event (including bump-in and bump-out) Public Liability insurance with a minimum of \$10,000,000 cover and must upload a certificate of currency for this policy with your Application.
- 24.2 You must also hold and maintain all insurances which a responsible and prudent person would consider appropriate to fulfil your obligations under these Terms and Conditions.
- 24.3 The Organiser maintains its own insurances, inclusive of public liability insurance, for its staff, property, equipment and effects, but these insurances do not cover Exhibitors or Vendors or their personnel or invitees.

25. RISK AND LIABILITY

- 25.1 You access and use your Site and the Event Precinct at your own risk and release to the full extent permitted by law the Organiser and its personnel from any and all claims arising from any accident, loss, damage, injury or death to any persons or property in or about the Site and the Event Precinct.
- 25.2 You accept and use the Site on an 'as is' basis and agree that the Organiser has made no warranty as to the fitness for purpose of the Site for your purposes and that you have made your own enquiries as to the fitness of the Site for the purpose for which you wish to use it.
- 25.3 You must pay for or reimburse the Organiser for any costs incurred by the Organiser to repair any damage or recover any losses caused or contributed to by your use or misuse of the Site or the Event Precinct.
- 25.4 You indemnify the Organiser and its personnel from and against all claims made against any of them or for which any of them may be or become liable in respect of or arising from or in connection with your use or misuse of the Site or the Event Precinct.

26. PRIVACY

- 26.1 You acknowledge that any personal information contained within your Application will be entered into an Event database.
- 26.2 You agree that the Organiser and its key stakeholders may use information included in your Application for future Covid -19 reporting, for any purpose associated with the preparation, promotion or staging of the Event or otherwise in accordance with the Organiser's Privacy Policy.
- 26.3 You agree that in relation to the Organiser's use of your information pursuant to clause 26.2:

- (a) you are not entitled to any remuneration, royalties or any other payment in respect of such use;
 - (b) any use is made in good faith and is not intended to defame or offend you, damage your reputation or infringe on your privacy; and
 - (c) the Organiser may assign or transfer the benefit of the release and consent given to any person.
- 26.4 If you wish to update your details or you do not wish for your details to be used as contemplated by this clause 26, you should make a request in writing to: events@majoreventsgc.com
- 26.5 Any request to update, modify or delete your details will be facilitated in a timely manner

27. PUBLICITY

- 27.1 You must not make, publish or broadcast any public announcement or comment (including via social media) about or concerning the Event, your use of the Site, your relationship with or the affairs of the Organiser if that announcement or comment is or might be considered:
- (a) prejudicial to the image, reputation or goodwill of the Organiser or the Event;
 - (b) prejudicial to the successful staging of the Event or the affairs of the Organiser;
 - (c) threatening, aggressive, abusive, dangerous or destructive;
 - (d) discriminatory, religious, racial, political or homophobic; or
 - (e) foul or abusive.
- 27.2 Upon request of the Organiser, you must promptly take down, delete, retract or remove any announcement or comment made, published or broadcast by you or on your behalf that the Organiser considers is in breach of clause 27.1 or otherwise does not align with and support the good reputation and image of the Organiser or the Event.

28. BREACH AND TERMINATION

- 28.1 The Organiser may cancel your Site booking if you do not remedy a breach of these Terms and Conditions to the satisfaction of the Organiser within 24 hours of the Organiser giving you notice of the breach.
- 28.2 The Organiser may suspend your access to the Site if:
- (a) you fail to make any payment by the due date, in which case access will be suspended until the payment is made; or
 - (b) you fail to comply with any of your obligations in relation to your access to and use of the Site, in which case access will be suspended until the breach is remedied
- 28.3 The Organiser may refuse to grant you access to the Site or the Event Precinct if the Organiser believes that such entry may have a material adverse effect on the Organiser or other Event participants.
- 28.4 If the Organiser refuses you entry pursuant to clause 28.3, refunds will be payable in accordance with clause 3.1.
- 28.5 If your booking is cancelled by the Organiser, the Organiser may rebook your Site without notice to you.

29. INTELLECTUAL PROPERTY

- 29.1 You agree to provide the Organiser with logos and other intellectual property reasonably required by the Organiser to prepare for, promote and stage the Event and you grant the Organiser a non-exclusive, revocable, non-transferable, royalty free and world-wide licence to use such Intellectual Property for that purpose.
- 29.2 You understand that, as part of the Event, photographs or audio or video recordings (Recordings) may be taken of you and your stall and you give unconditional and irrevocable consent for the Organiser to use the Recordings without restriction as to

changes or alterations, and disclose any personal information in the Recordings for any purposes associated with the preparation, promotion or staging of the Event.

- 29.3 You agree that in relation to the Organiser's use of the Recordings pursuant to clause 29.2:
- (a) you are not entitled to any remuneration, royalties or any other payment in respect of such use;
 - (b) you are not entitled to inspect or approve the Recordings or any changes or alterations to, or publication or reproduction of, the Recordings;
 - (c) the Organiser is under no obligation to use the Recordings in any particular way or at all;
 - (d) any use of the Recordings is made in good faith and is not intended to defame or offend you or damage your reputation; and
 - (e) the Organiser may assign or transfer the benefit of the release and consent given to any person.
- 29.4 You release the Organiser from any and all claims and demands arising out of or in connection with the making, collecting, retaining, storing, publishing, reproducing, changing, altering, disclosing or use of the Recordings, including any claims based on defamation, copyright, negligence, privacy or right of publicity.

30. MISCELLANEOUS

- 30.1 A party will not be liable for any delay in performing, or failure to perform, its obligations under this Agreement if such failure or delay (directly or indirectly or in whole or in part) is caused or in any manner arises or results from Force Majeure and that party has used all reasonable endeavours to minimise the Force Majeure impact on its ability to so perform.
- 30.2 Except as otherwise set out in this Agreement, the Organiser may give or withhold an approval or consent to be given under these Terms and Conditions in its absolute discretion and subject to any conditions determined by it and is not obliged to give its reasons for giving or withholding consent.
- 30.3 These Terms and Conditions are governed by the Laws of Queensland and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of Queensland and waive any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.
- 30.4 If a clause or part of a clause of these Terms and Conditions can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from these Terms and Conditions, but the rest of these Terms and Conditions are not affected and continue as if that part was intended to be removed from these Terms and Conditions.