

# GEELONG FIREWORK PTY LTD

## Fireworks Displays Indoor Pyrotechnics Special Effects

### Terms and Conditions

#### Payment

A \$250 or 30% non-refundable deposit (whichever is greater) is required with your booking form to secure your booking with us. Once this is received your display date will be entered into our system. Receipt of a deposit constitutes a confirmation of your booking and is bound by the Terms & Conditions on this page.

The remaining balance (cleared funds) is due no later than one month before your display date. If you book a show within one month of your display date, then full payment is required upon booking. If payment has not been received by the due date then we have the right to cancel your display. If invoice is paid in full then \$250 or 30% of the full amount, whichever is greater, is considered a deposit for purposes of cancellation. If your deposit payment has not been received by the date on your invoice, we reserve the right to remove your booking form our system. We remind you that our relationship is governed by these Terms and Conditions. Our terms provide that collection and legal costs and interest will be added to overdue accounts.

#### Cancellation Policy

If a show is not allowed to go ahead or cancelled by the venue, so called Acts of God, for any reason outside Geelong Fireworks control, then Geelong Fireworks will refund minus the deposit, and additionally, any other costs involved including but not limited to permits, newspaper advertisements, resident notification and any other special effect provided for your event. NO fee is payable if a Pyrotechnician does not arrive at venue due to accident or illness, in this case all payments will be refunded.

#### CANCELLATION OR NON PAYMENT BY THE CLIENT

If the client cancels a display giving more than 30 days notice in writing, we will refund any payment minus the deposit amount and any other costs incurred such as notifications, permit fees etc.

If client cancels a display giving less than 30 days notice but more than 7 days notice in writing then Geelong Fireworks reserves the right to claim all or part of the total fee if an alternative booking cannot be arranged with the client, the minimum charge is 30% of the show value.

If client refuses to accept delivery of the display hereunder or cancels with less than 7 days notice in writing then Geelong Fireworks reserves the right to claim all or part of the total fee if an alternative booking cannot be arranged with the client, the minimum charge is 75% of the show value.

#### Adverse Weather Conditions

Should Geelong Fireworks make the decision on the day of your show that your show cannot go ahead due to adverse weather conditions, then 50% of the total show value will be refunded. The senior firer will make his decision on firing a display based on the safety of the pyrotechnic crew, the public and property involved. His decision is final and binding and will not be swayed by financial gains or losses by the client or company set against the safety of the persons involved either directly or indirectly. Such expenses shall include, but shall not be limited to, additional lodging, meals, pyrotechnician fees, permits, vehicle rental and equipment rental incurred by Geelong Fireworks.

#### Total Fire Ban

Depending on conditions, the CFA may or may not grant a Total Fire Ban Permit, or may cancel a S14 Fire Restriction Permit already issued for your display. This may not be known until 24 hrs before your event. If a permit is not granted, then Geelong Fireworks will retain \$500 to cover our costs, including but not limited to permits, newspaper advertisements, mail out / letterbox drops, preparation of show etc. If Geelong Fireworks have paid for Council Permits, extensive letter box notifications and other outgoings, these will be deducted in addition to our \$500 retention amount.

Please Note: We will always discuss with the client a potential problem, and will always seek an amicable cancellation decision, which would in almost every circumstance be based purely on the safety of the Audience and / or Firing Crew. Where an amicable decision cannot be reached, then the Geelong Fireworks Display Supervisor allocated to your show will have sole responsibility for making the decision.

In many circumstance a lot of work is started weeks or months before a show, including, but not limited to site visit, preparation of safety documents, venue/third party liaising. In addition preparation of a the show may have also been started along with the reservation of stock and ordering of additional materials required for the show.

### **Notifying the relevant Authorities / Neighbours**

Major Events- As the organiser, please contact the council with whom you are working regarding its requirements for Firework Displays. Council will advise of their resident notification policy.

Normally notification is included in your print, billboard, flyer advertising. Some councils may require you to conduct a letterbox drop and/or newspaper advertising.

Private Events – You will need to organise a letterbox drop to neighbouring properties. Generally within 1.5km rural, 500m suburban or as required by councils. We will supply the appropriate notification for you to print and use. By doing this you will save considerable costs, which can therefore be put towards your display.

We also include all notifications (as required) to Councils, WorkSafe, CFA/MFB including Fire Restriction Period and TFB permits, CASA, local Police. Please note some councils have a "Fireworks Permit". We will advise if the relevant council charges a fee for this permit which will be added to your invoice.

### **Site Security**

It is the responsibility of the event organiser to make sure that adequate safety measures are put in place. This includes firing-site perimeter security stopping the public from venturing into the firing site during setup or firing. The Display Team Lead has, at any time during the show, the power to stop the show, should the safety of the public and / or the firing crew be compromised. Any vehicles or personal property located within the designated safety area shall be removed at client's expense. Any damage or destruction of the public's vehicles or personal property left remaining in the designated safety area shall be the sole responsibility of the client. At sites/venues, abuse of our staff verbally or physically is sufficient cause for our staff to immediately cease work, remove product and leave the venue regardless of the status of our work. Under these circumstances no refund of any amount will be considered.

### **Firing Site Cleanup**

It is inevitable that following a show, the firing site used will contain debris from the display itself. Whilst we always perform a thorough clear up following a show it is very likely there will be some debris remaining. The debris from a fireworks display will only normally be small pieces of paper and cardboard. This is the same for each and every show, and with each and every other fireworks display company. If however you should require a complete and full 100% clean up, then please notify us in plenty of time so this can be arranged by having more crew, or additional equipment, overnight accommodation for early morning clean up etc., which will be invoiced accordingly. Geelong Fireworks does not clean up confetti.

### **Exclusion/Disclaimer**

Geelong Fireworks will not be held responsible or liable in any way, form, or manner whatsoever:

A) as a result of any third party cleaning fees prior to or after the fireworks event, including but not limited to confetti, snow, bubble and foam effects and post display debris.

B) as a result of any unforeseen and/or any unauthorised human intervention

C) as a result of any unforeseen natural disasters or so called Acts of God

D) if an appropriate zone on a Fire Indicator Panel has been isolated and a fire breaks out within the building that results in the MFB or other emergency service not being called out.

E) for failure of venue to have not isolated smoke/heat alarms causing a call out by the MFB or other emergency services.

F) for false alarms on a Fire Indicator Panel and any cost arising due to the MFB or any other emergency service being called out. Client undertakes to pay isolation costs if charged by venue.

### **Promotion**

From time to time Geelong Fireworks may take photos/videos of various displays/events for promotional purposes. Should you not wish your event filmed, please advise us accordingly.

Acceptance of the supplied Display Proposal by the venue and/or client, or the completion and submission of the Geelong Fireworks Booking Form confirms acceptance of the above Terms and Conditions

*Should you require confirmation / clarification on any of the points above, please contact us.*