

GEELONG FIREWORKS PTY LTD

Fireworks Displays Indoor Pyrotechnics Special Effects

Terms and Conditions

Payment

A \$250 or 30% non-refundable booking fee (whichever is greater) is required along with your booking form to secure your booking with us. Once this is received your display date will be entered into our display diary. Receipt of a booking fee 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 payment has not been received and under these Terms and Conditions your display is cancelled, the client is liable to the company for a sum equal to the total value of the contract. 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 for any reason outside Geelong Fireworks control, then the same conditions apply as for a Client Cancellation.

CANCELLATION OR NON PAYMENT BY THE CLIENT

If client cancels the display or does not pay the balance due, the booking fee is non-refundable under any circumstances.

If the client cancels a display giving more than 31 days notice, we will refund any payment made OVER the booking fee amount.

If client cancels a display giving less than 30 days notice but more than 10 days notice in writing the client is liable to the company for a sum equal to 50% of the total value of the display invoice.

If client refuses to accept delivery of the display hereunder or cancels with less than 10 days notice the client is liable to the company for a sum equal to the total value of the display invoice. If event is rescheduled within 60 days of event date, a reduced cancellation fee may be charged at our discretion.

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 invoiced, and 50% 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, equipment rental (if any) incurred by Geelong Fireworks.

Total Fire Ban

Depending on conditions, the CFA may or may not grant a Total Fire Ban Permit 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 or 50% of the booking fee (whichever is greater). If Geelong Fireworks have paid for Council Permits, extensive letter box notifications and other outgoings, these are not refundable. Total Fire Bans do not affect indoor fireworks.

Please Note: A show has never been cancelled by us due to adverse weather or any other reason (except where the CFA does not grant a permit for a Total Fire Ban). 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. A Professional Fireworks Display can go ahead in most weather conditions which the general public would not expect, so don't let this overly concern you. 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 circumstances 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.

Pyrotechnic Substitutions and / or omissions

Geelong Fireworks reserve the right at any time to substitute or omit any pyrotechnic effect from a show which we feel may cause an unacceptable Health and Safety risk. This decision is normally put into effect where adverse weather conditions may cause an unacceptable risk to the audience, crew, buildings, structures or vehicles. In 99% of cases, substitutions are made rather than omissions. No refunds / partial refunds are given if substitutions are made.

Notifying the relevant Authorities / Neighbours

Major Events- As the organiser, 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. 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/MMFB 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.

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 (unless pre-arranged, where we can supply our own security at additional cost) 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 vehicle or personal property left remaining in the designated safety area shall be the sole responsibility of the client.

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, 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.