

**Event Fireworks Terms & Conditions**

General Terms

This contract is to be considered made within South Australia and subject to South Australian jurisdiction.

We reserve the rights to make changes and amendments to Terms and Conditions as required for specific events and will discuss with clients any changes that may be necessary before signing.

Payment of a deposit constitutes acceptance of these terms and conditions and agreement by the client and Event Fireworks to be bound by them.

Bookings and Deposits

Bookings and deposits are essential for Event Fireworks to confirm and manage each event. We require a 25% NON-REFUNDABLE deposit or nominated booking fee to lock in the event into our diary. Deposits are due 7 days from date of issue.

Payments

For outdoor displays, the balance of Payments (75%) are required to be finalised no less than 4 weeks (28 days) before the event.

For indoor events, the balance of payment (75%) is required 7 business days before the event.

For events arranged at short notice, full payment is required at the time of booking.

Event Fireworks will not proceed to arrange contractors, roster on staff, configure stock, pay government fees, and other expenses until complete payment is made. Therefore, failure of the client to make final payment by the due day may result in cancellation of the event and no refund of any deposit will be provided.

Booking cancellations

Cancellations or changes to events must be given in writing as soon as possible. Deposits will not be refunded.

The Balance of payments (ie payments over the 25% deposit) may be refunded if notice is provided more than 12 weeks from the event. Event Fireworks will refund this balance for unforeseen circumstances where in good faith no fireworks show proceeds at the event.

Any refund of cancellations less than 12 weeks from the events is purely at our discretion based on each circumstance.

If the display site is compromised by tampering, transgress, or hazards, the display may be immediately cancelled without notice.

It is the responsibility of the client to ensure no unauthorised access occurs at the firing-site with Event Fireworks display, crew or equipment.

Cancellation will not result in refund of the deposit under any circumstances.

Fireban and Weather Conditions

In the event of adverse weather conditions, Event Fireworks may make the decision to cancel the event inconsideration of public, crew and property safety. High winds can affect the drift and trajectory of fireworks that may exceed safety guidelines. The lead pyrotechnician will make a decision on cancelling the display or part of the display in the interest of safety. No refunds will be given for partial reduction of the display in this event. Weather considerations are beyond the control of Event Fireworks and such weather is considered equivalent to an ‘Act of God’. In actuality this rarely occurs as many outdoor events can proceed even with considerable rainfall.

Please note: Firing times for shows are at the discretion of Event Fireworks based on agreed plans, but on the night may need to be brought forward or delayed because of the weather. Parties agree that it is better that a show goes ahead rather than cancels; firing earlier than planned or later than planned may be necessary to avoid worsening wind and other weather considerations.

As summer is a popular time for celebrations and outdoor shows, Australian laws have strict requirements for outdoor pyrotechnics due to risk of bushfire. When a total fire-ban is called, many outdoor displays will not go ahead without CFS approval. This cannot always be determined until 24 hours before the event. In the planning stage we will discuss with you the risks of certain outdoor shows and suggest work-arounds. If you follow our advice, and cancellation still occurs due to a total fire-ban, we will provide a refund of 50% of the total fee or provide a discount to a future show.

We will keep the client informed of any issue or potential problem that may risk cancellation of the event. The health and safety of people and property is of paramount concern and the primary reason that we may decide to cancel an event. Most firework displays require considerable investment of time and resources (including set up, purchase and preparation of equipment and arrangements with personnel and third parties) and significant expenses are incurred in the weeks prior to an event. We will only suggest cancellation of an event as a last resort and always aim to reach as amicable an agreement as possible with a client.

Public Notifications

Outdoor fireworks displays require a public notification to be sent out to local residents and public notifications in local newspapers. The local council will notify you of your specific obligations in their area. This can vary depending on rural, suburban, and city locations.

Such obligations can include notification of neighbours by internet, billboard, letterbox drop and/or newspaper advertising. Notification distance from the display is 500 meters from the site for suburban areas and 1,500 meters in rural areas.

Event Fireworks can apply for the notifications and will need to invoice the client for these costs, but please note certain government fees are not refundable if the application is unsuccessful.

You may wish to manage the public notifications in accord with council requirements to save on costs; or, Event Fireworks can perform this role for a fee if you prefer we do it. Please feel free to discuss.

Notifications to Authorities

Event Fireworks will notify the required government authorities for each display, including SafeWork SA, Councils, CFS, Police, CASA and DPTI.

Site Management and Security

It is the responsibility of the client to ensure the display site is secure from intrusion and public interference, in accord with directions from Event Fireworks. This may include erecting barriers, hiring security staff, and liaising with councils for road-closures and similar restrictions. Please liaise with Event Fireworks, and disclose in writing to Event Fireworks all information as to the site layout, presence of Car Parking access, road access, council requirements, and other information relevant to the site including other events scheduled on the site, requirements for neighbouring properties, and other relevant information.

Event Fireworks is responsible for the firing site and fallout area. Any vehicles or property left in the fallout area may be subjected to falling debris. Event Fireworks does not take responsibility for the management of third party equipment. It is the responsibility of the client to ensure all third party equipment, vehicles and persons obey the signage, fencing, notices and other restrictions for the area leading up to, during and after the display.

At the end of each display, Event Fireworks will conduct a site inspection and fire watch. Event Fireworks and its crew will conduct a thorough clean-up of debris from the site and surrounds. We will note that not all debris can be collected as some fine paper and plastic material may drift over the course of the evening. If the client wishes for a complete site clean-up then additional charges will apply for a total clean-up which must be separately requested and quoted in addition to any existing quote.

**Privacy**

We undertake to use all due care with any information which you may provide to us. However we do not warrant and cannot ensure the security of all information which you may provide to us as we must disclose certain information in accordance with applicable Laws and Regulations and also make disclosures in the process of liaising with contractors, hire companies, and similar entities.  Please specify any particular Information you provide to us in writing as being particularly ‘Confidential’ so we may take such steps as reasonably required to preserve such information in a reasonably secure manner.

Sometimes Event Fireworks may take photos/videos of various displays/events for training/review/promotional purposes. Should you not wish your event filmed or included in our media, please advise us.

We may use your contact details to send you updates on new products and services.  Please notify us if you wish to unsubscribe from such communication.

Postponement and Cancellation

Event Fireworks has the right at all times to postpone firing and ultimately cancel performing the display if it is aware of the following:

* Failure of the client to obtain requisite approvals and permissions;
* Failure of the client to make requisite public notifications;
* Sufficiently strong wind
* Unauthorised Entry and similar transgress.
* Other conduct which may present a risk, hazard or similar

Disclaimer

Event Fireworks and its crew will not be held responsible for;

* cleaning fees incurred by third party for debris, streamers, confetti or smoke damaged as a result of the display;
* Unauthorised or unsecured presences (human, animals, possessions) at the event;
* Weather;
* CFS or Fire department call outs to the event be it indoor or outdoor displays as a result of accidental activation of fire alarms or false alarms or neighbour complaints;
* ‘Force Majeure’ events (such as natural disasters, etc).

*Please Note: To date, no show has been cancelled by us due to adverse weather or other reasons (except were the CFS does not grant a permit for a Total Fire Ban). We always discuss with the client any problems identified, and seek an amicable decision, primarily focused on the safety of the Audience and / or Firing Crew. Please be reassured - a professional fireworks display can still go ahead in many weather conditions which many people would not expect, and Event fireworks works carefully to give options and strategies for difficult weather. Where an amicable decision cannot be reached, then the Event Fireworks Display Supervisor allocated to your show will have sole responsibility for making the decision.*

*Please remember that it takes a lot of time and effort to prepare a fireworks display so that it will be a spectacle to remember. Please treat it as a serious commitment that cannot be easily changed. Fireworks can add a level of professionalism and majesty to a celebration that takes it from being great event to a truly amazing one. We encourage you to focus on the positives and most of all, stand back and enjoy the show!*