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### Contact Details

Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Mobile number: \_\_\_\_\_  
Email address: \_\_\_\_\_  
Drivers License: \_\_\_\_\_  
Full name of  
Bride: \_\_\_\_\_  
Full name of  
Groom: \_\_\_\_\_

### Event Details

Date of event: [Click here to enter a date.](#) \_\_\_\_\_  
Venue: \_\_\_\_\_  
Address: \_\_\_\_\_  
Location of Show: eg. dance floor, entry door, drive-way etc \_\_\_\_\_  
Time of show: eg. entry time, bridal waltz \_\_\_\_\_  
Venue contact: \_\_\_\_\_  
Mobile number: \_\_\_\_\_

### Package Details

The name of the Package you wish to book and any additional extras or inclusions you would like to book

(Additional Comments)

*Deposit Paid:*

*Total Amount:*

By signing this document, I acknowledge that I have read, understood and agreed to the Terms and Conditions below:

\_\_\_\_\_  
**Signature**  
**Date:**

# TERMS & CONDITIONS

## 1. DEFINITIONS

'Agreement' means these general 'Terms and Conditions' (T&Cs) and any accepted Order or Tax Invoice;

'Client and/or You' means the person identified on a Quote, Invoice or Booking form/Order as the customer/client and includes the clients agents and permitted assigns;

'Goods' means any goods supplied by the Company including those supplied in the course of providing Services;

'Order' means a purchase or booking for Services placed by a Customer and as varied in writing from time to time by the parties;

'Quote' means a written description of the Goods or Services to be provided, an estimate of the Company's charges for the performance of the required work and an estimate of the time frame for the performance of the work;

'Service(s)' means the services to be provided by the Supplier to the Customer in accordance with a Quote and this Agreement;

'Company' means Morning Star Fireworks Pty Ltd, its successors, or its assignee or any person acting on behalf of and with the authority of Morning Star Fireworks Pty Ltd;

## 2. GENERAL

2.1 These T&Cs apply to all transactions between the Client and the Company.

2.2 The Company may revise or amend these T&Cs at any time at their absolute discretion. You agree that, in the event that any portion of these T&Cs is found to be unenforceable, the remainder of these T&Cs remain in full force and effect. Any revisions will be effective immediately and you agree to the T&Cs as amended. If you do not agree to the new posted T & C's, you agree that your only remedy is to discontinue your use of our Services.

2.3 Subject to the law, You have contracted the Company to deliver a service, not fireworks products, meaning that all fireworks products or any products used in the delivery of the Service remains the property of the Company at all times. Property and title does not pass to You under this Agreement.

2.4 Products, Goods or Services Quoted are subject to availability. Should any product not be available at the time of your event, the product will be replaced with a product of equal value and quality. The company is no responsible for any incurred costs to the Client due to unforeseen product availability.

2.5 It is the Client's responsibility to check that all details on the Booking Form are correct, as the booking will proceed based upon the signed Booking Form. Any venue and area measurements are the responsibility of the Client to check.

## 3. BOOKING CONFIRMATION AND PAYMENT

3.1 Within 7 days of receiving the booking form, a deposit of 20% must be paid for all bookings under \$1,000 to secure the booking. For any Quotes over \$1,000, a 30% deposit is required.

3.2 Upon receipt of the deposit, your booking will be secured and recorded in the event diary.

3.3 Receipt of a deposit constitutes a confirmation of your booking and is bound to these T&Cs.

3.4 Once the deposit is paid it is non-refundable. When you pay your deposit we will send you an invoice for the total display value indicating the deposit paid and the balance due.

3.5 Full and final payment is due 14 days prior to the event date.

## 4. INSURANCES

4.1 The Company maintains a Product and Public Liability Insurance Policy covering \$20,000,000 insurance.

## 5. PERMITS AND COUNCIL NOTIFICATIONS

5.1 Once your booking is confirmed, the Company submits a 'Notification of Pyrotechnic Display' to Safe Work NSW and notifications to the local council, police and Metropolitan Fire Service and/or other relevant authorities. The cost of this notification is included in your show cost.

5.2 The Company does not take any responsibility for any distress caused to local residents as a direct result of one of our displays, whether or not the parties were informed or not. Acceptance of our proposal by the venue or the client is acceptance that any distress caused as described above is the responsibility of the client or venue.

## 6. FIRE ALARM ISOLATION

6.1 Unless undertaken by the Company at their own discretion, the Client is responsible for notifying the venue to arrange for isolation of the appropriate zone on a Fire Indicator Panel prior to the display.

## 7. CANCELLATION

7.1 Cancellation by the Client, giving 14 – 34 days' notice – 30% of the remaining show value, less the deposit, will be invoiced for payment within 7 days from receipt.

7.2 Cancellation by Client, giving less than 14 days' notice – 50% of the remaining show value, less the deposit, will be invoiced for payment within 7 days from receipt.

7.3 Cancellation by Client, giving less than 24 hours' notice – 75% of the remaining show value, less the deposit, will be invoiced for payment within 7 days from receipt.

## **8. LIABILITY**

8.1 The Company will not be held responsible or liable in any way, form or manner whatsoever:

- 8.1.1 As a result of any third-party cleaning fees prior to or after the fireworks/pyrotechnics event, including but not limited to debris, confetti, snow, bubble and foam effects;
  - 8.1.2 As a result of any unforeseen and/or any unauthorized human intervention;
  - 8.1.3 If an appropriate zone on a Fire Indicator Panel has been isolated and a fire breaks out within the building that results in the Metropolitan Fire Service or any other Emergency Service not being called out;
  - 8.1.4 For false alarms on a Fire Indicator Panel and any cost arising due to the Metropolitan Fire Service or any other Emergency Service being called out;
- 8.2 If any services are subcontracted out by the Company to provide the agreed fireworks display and the fireworks display is cancelled the client must pay all costs for these services in full within 7 days of cancellation (ie barge hire, security services etc).

## **9. FORCE MAJEURE**

- 9.1 Certain events beyond the reasonable control of the Company may inhibit the Company from fulfilling their duties and obligations. The Company will not be held liable for events beyond their reasonable control in conjunction with Force Majeure.
- 9.2 In the occurrence of a Force Majeure event, the Company is not liable to the Client for, and is released from liability in respect of failure or delay in Services for any reason.
- 9.3 Neither party shall be in breach of its obligations under this agreement (other than payment obligations) or incur any liability to the other party for any losses or damages of any nature whatsoever incurred or suffered by that other party if and to the extent that it is prevented from carrying out these obligations by an event covered by this clause.

## **10. CUSTOM BUILD OR PRODUCTION**

- 10.1 If any special variation or construction of new equipment is required to be specially designed and/or produced for the event, the Company reserves the right to collect partial or full payment of the equipment being produced prior to commencement of the production. The amount will be notified in writing at the time of booking.

## **11. ADVERSE WEATHER CONDITIONS**

- 11.1 Whilst we have many years of experience, one aspect we cannot control, is the Weather. Should we make the decision on the day of your show that your show cannot go ahead due to adverse weather conditions, then 40% of the total show value will be invoiced, and 60% refunded. If however the Pyrotechnics Crew has already "Set Up" the show, then 60% will be invoiced and 40% will be refunded.

## **12. PYROTECHNIC SUBSTITUTIONS AND/OR OMISSIONS**

- 12.1 We 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 excessive weather conditions, minimal space or insufficient ventilation at indoor venues 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 or omissions are made.

## **13. COPYRIGHT**

- 13.1 From time to time, the Supplier may take photos/videos of various displays/events for promotional purposes. Should you not wish your event to be filmed or photographed, please advise us accordingly.

## **14. SITE SECURITY**

- 14.1 Crowd control, security and any safety fencing for the fireworks display (before, during and after) is the responsibility of the Client. It is the responsibility of the Client and Event organizer to make sure that adequate safety measures are put in place. Security must be maintained until our departure. This includes firing site perimeter security, stopping the public from venturing into the firing site during setup or firing. We reserve the right to, at any time during the show, stop the show, should the safety of the public and/or the firing crew be compromised. No refund will be given if the show has to be stopped for security reasons.
- 14.2 It is the responsibility of the customer to provide adequate protection for all fireworks equipment so as to prevent unauthorised interference or removal of any equipment during the time that the Company arrives at and departs from the venue.
- 14.3 Permission to use the land for the fireworks display site must be obtained by the event organiser at least 14-days prior to the fireworks display. The Company may assist the event organiser where possible.
- 14.4 For outdoor shows, it is the responsibility of the event organiser to advise the surrounding neighbours of the firing time, date and place at least 3 days prior to the event, for an additional fee the Company can arrange this.
- 14.5 Any product and/or display malfunctions or client dissatisfaction of any products and/or services must be reported on the night or within 24 hours to us.