



BLACKFORREST

Fireworks Displays

Terms and Conditions

Welcome to **Blackforrest Fireworks Displays**.

These terms and conditions outline the rules and regulations for the use of our website and use of our service and is conditioned on your acceptance of and compliance with these Terms and Conditions. These Terms apply to all visitors, users and others who access or use the Service.

If you disagree with any part of the Terms and Conditions, then you may not access our Service at Blackforrest Fireworks Displays.

1. Definitions:

'Agreement' means these general 'Terms and Conditions' 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 Client 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 and/or offered for sale on our website and include generally available updates and support services, we are the Supplier to the Client in accordance with a Quote and this Agreement;

'Content' means any material in any form published on our Website by us or any third party with our consent.

'Company' means Blackforrest Fireworks Displays, its successors, or its assignee or any person acting on behalf of and with the authority of Blackforrest Fireworks Displays;

'Website' means the entire computing hardware and software installation that is or supports Blackforrest Fireworks Display Website.

2. General:

2.1. These terms and conditions apply to all transactions between the Client and the Company.

2.2. The Company may revise or amend these terms and conditions at any time at their absolute discretion. You agree that, in the event that any portion of these terms and conditions is found to be unenforceable, the remainder of these terms and conditions remain in full force and effect. Any revisions will be effective



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immediately and you agree to the terms and conditions as amended. If you do not agree to the new posted terms and conditions, 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 not responsible for any incurred costs to the Client due to unforeseen product availability.
- 2.5. Unless otherwise stated, the services featured on this website are only available within the Victoria of Australia; All advertising is intended solely for this market.
- 2.6. It is the Client's responsibility to check that all details on the Booking Form are correct, any venue and area measurements are the responsibility of the Client to check.
- 2.7. You agree that you have provided, and will continue to provide accurate, up to date, and complete information about yourself. We need this information to provide you with the Services.
- 2.8. The Company reserves the right to change these conditions from time to time as it sees fit and your continued use of the site will signify your acceptance of any adjustment to these terms.

3. Booking Confirmation, Price, Payment and Service Provisions:

- 3.1 Within 7 days of receiving the booking form, a representative from Blackforrest Fireworks Displays will contact you to discuss your booking. Payment is not accepted until the order has been discussed and reviewed between Pyrotechnician and Client to ensure both parties agree with the potential order.
- 3.2 It is possible that the price may have increased from that posted on Our Website. If that happens, we will not provide the Services until you have confirmed that you wish to order at the new price.
- 3.3 If we are not able to provide your Services prior to scheduled date, we will notify you by phone and followed by email to inform you, to either reschedule your Services or cancel your Services depending on the circumstances.



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- 3.4 For all displays scheduled, the Company submits a 'Notification of Pyrotechnic Display' to WorkSafe Victoria and notifications to the local council, Police, and Fire and/or other relevant authorities, at a minimum of 7 days prior to the event.
- 3.5 The company liaises with the events coordinator, to advise the surrounding neighbours of the firing time, date and place at least 7 days prior to the event, this may incur a charge to Client depending on the location of the event.
- 3.6 We accept your order by sending an email confirmation including a quote/invoice with the costings for your event, a deposit of 30% must be paid to secure the booking.
- 3.7 Acceptable payment is by account transfer and the details are provided on the quote/invoice.
- 3.8 Upon receipt of the deposit, this constitutes a confirmation of your booking and is bound to these terms and conditions., your booking will be secured and recorded in the event diary.
- 3.9 After the deposit is received, we will send you an updated invoice with the total cost of the display value, and indicating the deposit paid and the balance amount due.
- 3.10 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. Cancellations, Termination of Agreements and Refunds:

- 5.1 Refund of payment is at the sole discretion of Blackforrest Fireworks Displays according to Consumer Affairs Law of Australia.
- 5.2 We reserve the right not to accept any order, or to cancel any transaction or booking, which we reasonably suspect to have been made fraudulently.
- 5.3 All requests for cancellations and termination of agreements, it is essential that you contact us by email and provide written notification. A representative of Blackforrest Fireworks Displays will respond to your claim within 48 hours of receiving your email.
- 5.4 Whilst we shall use all reasonable endeavours to comply with the terms and conditions of any Agreement contained herein, we cannot guarantee that every Service advertised on our website is available. If this happens, we will offer you



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an alternative product of equal or greater value, or a refund for the item(s) we cannot supply in the Service.

- 5.5 Both the Client and Company have the right to terminate any Services Agreement for any reason, including the ending of services that are already underway. No refunds shall be offered, where a Service is deemed to have begun and is, for all intents and purposes, underway. Any monies that have been paid to us which constitute payment in respect of the provision of unused Services, shall be refunded. Where goods (including fireworks) are pre-ordered, and the client fails to cancel within the listed time frame, a storage and restocking fee may be charged.
- 5.6 Cancellation by Client, giving over 14 days notice – full refund payment, less the deposit amount.
- 5.7 Cancellation by Client, giving less than 14 days notice –refund payment only, less the product purchased for the event that cannot be returned, less any Company costing already allocated to organising display and less the deposit amount.
- 5.8 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.
- 5.9 If the company makes the decision on the day of your event that your fireworks display cannot go ahead due to adverse weather conditions, then the Client will be refunded payment only, less the product purchased for the event that cannot be returned, less any Company costing already allocated to organising display including travel costs and less the deposit amount.
- 5.10 When refund of money is necessary, we will credit your account as soon as reasonably practicable but in any event no later than 7 days from the date of notification that refund is agreed.
- 5.11 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 the Company.
- 5.12 Dissatisfaction with the services for any reason you are not completely happy with your purchase must be in writing:
- ✓ exactly why you believe we have failed;
 - ✓ the date, if relevant, of the failure;



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- ✓ when and how you discovered the failure;
- ✓ the result of the failure;
- ✓ Your suggestion as to action we should take to resolve the situation and restore your faith in us.

5.13 In the event of a dispute arising out of or in connection with these terms or any contract between you and us, then you agree to attempt to settle the dispute by engaging in good faith with us in a process of mediation before commencing arbitration or litigation.

6. Liability:

- 6.1 The Company will not be held responsible or liable in any way, form or manner whatsoever:
- ✓ 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.
 - ✓ As a result of any unforeseen and/or any unauthorised human intervention.
- 6.2 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.
- 6.3 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.
- 6.4 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.
- 6.5 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.
- 6.6 The material and information contained on this website is for general information only. You should not rely upon material or information on the website as a basis for making any business, legal or any other decisions. Whilst we endeavour to keep the information up to date and correct, Blackforrest



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Fireworks Displays makes no completeness, accuracy, reliability, suitability, or availability with respect to the website or the information, products, services or related graphics contained on the website for the purpose. Any reliance you place on such material is therefore strictly at your own risk.

7. Copyright

- 7.1 From time to time, the company 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.
- 7.2 Blackforrest Fireworks Displays owns the intellectual property rights of all information on this site including but not limited to the company names, logos, graphics, videos, audios, images, designs, photographs, writings, graphs, data, and other materials. Blackforrest Fireworks Displays's ownership rights are protected by copyrights trademarks, trade secrets, or other proprietary rights. You shall comply with all copyright laws worldwide in your use of this website and prevent unauthorised copying. You may not copy, display distribute, modify, reproduce, or transmit this site or portions thereof without prior written consent from Blackforrest Fireworks Displays. Except as provided in this Agreement, Blackforrest Fireworks Displays does not grant you an express or implied right in or under any patents, trademarks, copyrights, or trade secret information.

8. Site Security

- 8.1 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.
- 8.2 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.
- 8.3 It is the responsibility of the Client 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.



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- 8.4 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.

9. Disclaimers:

- 9.1 We or our Content suppliers may make improvements or changes to Our Website, the Content, or to any of the Services, at any time and without advance notice.
- 9.2 You are advised that Content may include technical inaccuracies or typographical errors. We would be grateful if you bring to our immediate attention, any that you find to rectify the errors.
- 9.3 We give no warranty and make no representation, express or implied, as to:
- ✓ the adequacy or appropriateness of the services for your purpose;
 - ✓ the truth of any Content on our website published by someone other than us;
 - ✓ any implied warranty or condition as to merchantability or fitness of the services for a purpose other than that for which the services are commonly used;
 - ✓ compatibility of Our Website with your equipment, software or telecommunications connection.
- 9.4 Our Website contains links to other Internet websites outside our power and control. You acknowledge and agree that we shall not be liable in any way for the Content of any such linked website, not for any loss or damage arising from your use of any such website.
- 9.5 We are not liable in any circumstances for special, indirect or consequential loss or any damages whatsoever resulting from loss of use, loss of data or loss of revenues or profits, whether in an action of contract, negligence or otherwise, arising out of or in connection with your use of Our Website or the purchase of Services.
- 9.6 Testimonials appearing on this site are actually received via text, audio, or video submission. They are individual experiences, reflection real life experiences of those that have used our services in some way or another. However, they are individual results and results may vary. We do not claim that they are typical results that consumers will generally achieve. The testimonials are not necessarily representative of all of those who will use our services.



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- 9.7 The testimonials presented on Blackforrest Fireworks Displays are applicable to the individuals writing them, and may not be indicative of further performance or success of any other individuals. Blackforrest Fireworks Displays cannot and does not guarantee results.
- 9.8 The testimonials displayed (text, audio, and/or video) are given verbatim except for correction of grammatical or typing errors. Some have been shortened, so that the whole message received by the testimonial writer is not displayed. This is done only when a testimonial is lengthy, or if the entire testimonial did not seem relevant for the general public.
- 9.9 Privacy Statement: We are committed to protecting your privacy. Authorised employees within the Company on a need to know basis only use any information collected from individual Clients. We constantly review our systems and data to ensure the best possible service to our Clients.
- 9.10 Confidentiality: Client records are regarded as confidential and therefore will not be divulged to any third party, other than our online payment provider, unless legally required to do so by the appropriate authorities. We will not sell, share, or rent your personal information to any third party or use your email address for unsolicited mail. Any emails sent by this Company will be in connection with the provision of agreed services and any updates to inform client regarding the Company.
- 9.11 We will defend the intellectual property rights in connection with our Service and Our Website, including copyright in the Content whether provided by us or by any other content provider (including copyright in text, graphics, logos, icons, images, audio clips, digital downloads, data and software).
- 9.12 We also claim copyright in the designs and compilation of all Content on Our Website. Title, ownership rights, and shall remain the sole property of us and/or the other content provider. We will strongly protect those rights in all countries.
- 9.13 You may not use our name or logos or trademarks or any other Content on any website of yours or that of any other person.
- 9.14 Subject to the other terms of this agreement, you may download or copy Content only for your own personal use, provided that you maintain all copyright and other notices contained in it. You may not store electronically any significant portion of any Content.
- 9.15 You may not copy, modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute perform, display, or in any way exploit any of the Content, in whole or in part.



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- 9.16 You agree to indemnify us against any claim or demand, including reasonable lawyers' fees, made by any third party due to or arising in any way out of your use of Our Website, you're posting any Material, or the infringement by you, or by any other person using computer, of any intellectual property or other right of any person.

By accessing our services and/or undertaking of an order or agreement between the Client and **Blackforrest Fireworks Displays**. These terms and conditions form part of the agreement which surmises your understanding, agreement to and acceptance, of the Disclaimer Notice and the full Terms and Conditions contained herein. Your statutory Consumer Rights are unaffected.

If you are under the age of 18 years, you confirm that you have brought the terms and a condition to the notice of your parent or guardian, and that person has agreed that you may engage with our Services.