



## Northern Lights WA

# TERMS AND CONDITIONS

- ✓ It is the hirer's responsibility to read all T&C's and the details set out in the invoice.
- ✓ By paying any amount of your invoice you are confirming you have read, understood, and agree to abide by all of our T&C's.
- ✓ All bookings made with Northern Lights WA require an initial non-refundable deposit of \$250.00. This is to be paid within 7 days upon receipt of the invoice. The remaining balance is due to be paid 28 days prior to the event.
- ✓ All deposits are strictly non-refundable.
- ✓ If the deposit is not received within 7 days of the invoice date, Northern Lights WA reserve the right to cancel the booking.
- ✓ Any outstanding balance that is not received in full 28 days prior to the event, Northern Lights WA reserve the right to cancel the booking and there will be strictly no refunds of deposits, or any other monies paid by or on behalf of the hirer.
- ✓ Unless otherwise, the agreed price between Northern Lights WA and the hirer at the time of the booking is an estimate only and the final price depends on the final program of the event.
- ✓ There is an inclusion of 1 hour site presence in all our services offered, for any event outside this timeframe operator time of \$80 per hour applies calculated in 1 hour time blocks.
- ✓ In the event the hirer cancels their booking with Northern Lights WA, all payments except for the initial \$250.00 deposit are fully refundable 60 days prior to the event. There will be strictly no refunds of deposits or any other monies paid by or on behalf of the hirer where a cancellation is made within 60 days of the event. Cancellation requests must be received in writing via email to [northernlightswa@outlook.com](mailto:northernlightswa@outlook.com).
- ✓ All requests for a date and/or venue change must be received 28 days prior to the event. The new date and/or venue must be rescheduled within 12 months of the original booking date. This is subject to availability and additional charges may apply. Any payments made for the original booking will be transferred to the new booking. Requests must be received in writing via email to [northernlightswa@outlook.com](mailto:northernlightswa@outlook.com).
- ✓ In the event of a natural disaster, but not limited to fire, floods, epidemic, pandemic, our full T&C's will apply, except where the event date and/or venue is being rescheduled within 18 months of the original booking date. This is subject to availability and additional charges may apply. Any payments made for the original booking will be transferred to the new booking. There will be strictly no refunds of deposits or any other monies paid by or on behalf of the hirer.
- ✓ It is solely the hirer's responsibility to obtain full approval from their chosen venue for the use of Northern Lights WA products, enabling the use of fireworks, and/or dry ice machines, and/or up-lighting. We can help you liaise with the venue upon your request if the venue requires specific information.
- ✓ Event schedules and approximate timings for Northern Lights WA products will be agreed no later than 7 days prior to the event. Once the event schedules and timings are confirmed, should the hirer change the schedule or time in anyway, Northern Lights WA will do their utmost to accommodate where possible. However, in the circumstance where changes are made to the schedule or timings by the hirer within 7 days prior to the event, and the changes have a subsequent effect on other events and/or bookings, additional charges may apply.



- ✓ The hirer is solely and completely responsible for the property of Northern Lights WA whilst at their event/venue, and in the absence of a Northern Lights WA member of staff.
- ✓ Northern Lights WA accepts no responsibility for, and the hirer completely indemnifies Northern Lights WA of any such responsibilities as follows:-
  - ❖ Any injury and/or medical condition and/or damages incurred by any parties or property as a result of Northern Lights WA products. This is including but not limited to the hirer, guests, the venue, staff and any other 3<sup>rd</sup> parties.
- ✓ The hirer accepts full responsibility for any loss or damages to any of Northern Lights WA products and/or equipment whilst at the event. The hirer accepts full responsibility where Northern Lights WA are unable to fulfil existing bookings for other customer events because of damages to our products and/or equipment and agrees to be fully responsible for the costs of refunding all bookings until the items have been repaired or replaced.
- ✓ The hirer will immediately report to Northern Lights WA any damages to our products.
- ✓ The hirer will not attempt to replace or repair any of the products and/or equipment in any way.
- ✓ In the event of theft where any of Northern Lights WA products have been stolen, the police will be notified immediately. Northern Lights WA will urgently arrange for a full police report. The hirer will be responsible for the cost of replacing any stolen items during the event.
- ✓ The hirer will not rely on anyone other than a Northern Lights WA member of staff to operate the products and equipment. The hirer will not move the products from the set-up location unless approved or advised by Northern Lights WA to do so.
- ✓ Northern Lights WA reserves the right to capture and publish any footages from their displays and shows. This includes, house parties, gender reveal, weddings, and ALL other functions. Shall it be required not to publish these footages, an **additional \$300** surcharge will incur and only accepted prior to the event when discussed between the hirer and us. Under no circumstances captured footages will be removed from our platforms inc social media once published.

## Products

### Indoor Fireworks

- ✓ The fireworks will be installed and tested prior to hirer and the guest's arrival at the venue. A member of staff from Northern Lights WA will then arrive 20 minutes prior to the agreed times by the hirer. If multiple use of the indoor fireworks is required on the night, we will liaise with the wedding coordinator and/or DJ and/or MC to ensure the event is running on time and we will arrive back at the venue 20 minutes prior to each agreed time.
- ✓ The fireworks are not for use in unfavourable weather, including but not limited to rain or windy conditions. The fireworks are best used for indoor use. If fireworks are to be used outside, it is the hirer's responsibility to make sure there is adequate power available.
- ✓ Northern Lights WA will do their utmost to accommodate the hirer's preferred choice of location for the fireworks. However, depending on the circumstances outside of Northern Lights WA control, Northern Lights WA will arrange for the product to be put in the best location they see fit to suit the event.
- ✓ The indoor fireworks must remain at least 1.5 meters away from any items and/or decorations such as, but not limited to the head table, any flowers, a cake etc.
- ✓ It is the hirer's responsibility that any dance floor being used, whether it is being externally sourced or using one at the venue, is to ensure at least a 1.5m distance between the perimeter of the dancefloor and head table. The hirer is responsible for making these arrangements with the venue and/or company installing the dancefloor. If



- ✓ sufficient room is not permitted between the dance floor and head table (1.5m), Northern Lights WA will do their utmost to accommodate the hirers wishes regarding the position of the fireworks. However, in the circumstances where this is not possible, Northern Lights WA will position the fireworks accordingly, in a way we see fit to ensure, but not limited to the safety of the hirer, guests, the venue, staff, and any other 3<sup>rd</sup> parties.
- ✓ The hirer is responsible for notifying Northern Lights WA of any group dances, performances or large gatherings of any kind that are due to take place on or around the dancefloor, near our products, prior to them being set off and packed down. The hirer is responsible for notifying Northern Lights WA of this information within 7 days prior to their event. This is to ensure that arrangements can be made in advance for the set-up of the fireworks, to guarantee, but not limited to the safety of the hirer, guests, the venue, staff, and any other 3<sup>rd</sup> parties.
- ✓ The hirer will not move the fireworks or any associated equipment from the set-up location.
- ✓ The fireworks are for a total hire of 1 hour from the first shot unless agreed otherwise between Northern Lights WA and the hirer. For example, if they are set off at 7:30pm, the cost is included until 8:30pm. Any additional time required will be charged at \$70 per hour.
- ✓ In the circumstance that the event is running behind, a \$80 fee will be charged for every hour the event runs outside of the timings previously agreed with the hirer. For example, if the fireworks are scheduled for 7pm but delayed until 8pm, Northern Lights WA reserves the right to invoice the hirer after the event and the hirer agrees to pay all additional costs incurred in this circumstance.
- ✓ It is the hirer's full responsibility to ensure all guests are fully aware that children must be seated and/or with an accompanying adult during the operation of the fireworks. Northern Lights WA strongly recommends advising the MC and/or DJ at the event to remind guests of this at the event.

## Dancing On Cloud

- ✓ A member of staff from Northern Lights WA will arrive 45 minutes in advance to ensure the dry ice machine is ready for use at the agreed time.
- ✓ Dancing on clouds is only available for inside use and will last for approximately 3 – 5 minutes.
- ✓ The dry ice that is used to create the cloud effect has a strict life span. Northern Lights WA pre-orders the dry ice and it is collected at a specific time from our provider in accordance with the schedule/timings provided by the hirer. It is the strict responsibility of the hirer to ensure the timings that are agreed prior to the event are adhered to. This will ensure the dry ice has its lasting effect. In the circumstance that the event timings are delayed, this could have a detrimental effect on the operation of the cloud machine due to the nature of the dry ice. In this instance, Northern Lights WA accepts no responsibility if this has a negative effect on the quality of the desired outcome.
- ✓ In the circumstance that the event is running behind, a \$70 fee will be charged for every hour the event runs outside of the timings previously agreed with the hirer.
- ✓ It is the hirer's full responsibility to ensure all guests are fully aware that children must be seated and/or with an accompanying adult during the operation of the dry ice machine. Northern Lights WA strongly recommends advising the MC and/or DJ at the event to also remind guests of this on the night.



## Uplighting

- ✓ The uplighting will be installed prior to guests arriving at the venue.
- ✓ Uplighting can be used for indoor or outdoor use if undercover.
- ✓ Uplights are not to be used outside in wet or damp weather conditions and where no protection is available.
- ✓ Approximate usage time of 6-8 hours.
- ✓ Colours must be selected a minimum of 7 days prior to the event.
- ✓ If the venue requires a midnight collection and this has not been disclosed or agreed between the hirer and Northern Lights WA, there will be additional \$150 collection fee. In this circumstance Northern Lights WA reserves the right to invoice the hirer after the event and the hirer agrees to pay all additional costs incurred.
- ✓ The hirer will not move the up-lighting or any associated equipment from the set-up location unless approved or advised by Northern Lights WA to do so.

## Coloured smoke (Gender Reveal)

- ✓ Coloured smoke will be installed prior to the show. We will arrive 1 hour prior to the show to set up our gears.
- ✓ There is an inclusion of 1 hour site presence in all our services offered, for any event outside this timeframe operator time of \$80 per hour applies calculated in 1 hour time blocks.
- ✓ Coloured smoke FX can trigger fire alarms quite easily. This is the hirer's responsibility to make sure the display location is either in an open area or in distance from the fire alarms. If fire alarms go off Northern Lights WA do not hold any responsibility for any damages occurred in any form or shape. This will include, evacuation of guests, disturbance to the event and financial penalties.
- ✓ If show is held outside and in the event of strong wind or rain, it is in our discretion not to operate the fixtures and hence no display will be provided. Our operator will liaise with the client if such incident happens. No refund is applicable in these situations.
- ✓ Coloured smoke works best in dark. The darker the surroundings the better the effect will be.
- ✓ Coloured smoke consists of transparent grey smoke and external lighting which passes through the smoke to create the illusion of coloured smoke. The effect should not be mistaken by colour bombs or cannons.
- ✓ Unlike colour bombs or cannons our coloured smoke do not need any licences.

If for any reason the hirer is unreachable at least 7 days prior to the event to arrange the schedule and/or timings of the event and our products, Northern Lights will do their utmost to accommodate the hirers late requests wherever possible.

Northern Lights WA accepts no responsibility of any circumstances, in which we are not able to fully accommodate the hirers request based on the hirers failing to notify us within the required notice.

Additional charges may apply.