



BALLOON DÉCOR & INSTALLATION TERMS & CONDITIONS

This Agreement for the supply and/or installation of balloon décor is made between Pretty Bangin' Balloons ("the supplier") and the customer (as stated on the applicable invoice).

Unless otherwise contracted to do so, and associated fees paid to Pretty Bangin' Balloons, if they are not engaged as an event coordinator and/or decorator Pretty Bangin' Balloons will be responsible for the supply of balloon décor and hire items as per the corresponding invoice only.

1. BOOKINGS AND PAYMENTS

- (a) The customer is required to pay 100% of the deposit amount as stated on the invoice via credit card or direct deposit to secure the installation.
- (b) If the customer makes a booking that is required to be finalized less than 7 days from the date of booking then 100% of the invoice must be paid at the time the invoice is provided to them by the supplier.
- (c) No less than 7 days prior to supply and/or installation or as requested by the supplier the customer must pay the balance of the invoice via credit card or direct deposit.
- (d) In the event the above payments are not made to the supplier as and when they are due and payable the supplier is under no obligation to supply or install the balloon décor as requested/ordered.

2. DELIVERY & BALOON DÉCOR INSTALLATIONS

- (a) A pre- arranged date and time will be arranged between the customer and Pretty Bangin' Balloons for the delivery

and pickup, or, the collection and drop off of the balloon décor. Unless otherwise agreed delivery and collection times will be scheduled between the following hours Monday- Sunday 9am 5pm Delivery outside of these hours will attract a surcharge and this will be quoted accordingly.

- (b) The delivery and collection times referred to above may change if my Pretty Bangin' Balloons deems it necessary to accommodate additional time required and the customer will receive an email no later than 2 days before the hire date to confirm delivery address and collection time.
- (c) The customer grants Pretty Bangin' Balloons a right to enter the property at the street address specified by the customer for the delivery and at the prearranged time.
- (d) It is the customers sole responsibility to ensure that the delivery address provided is correct. Pretty Bangin' Balloons will not be held liable for late or non delivery due to incorrect address. Should the customer provide an incorrect address or is not at the specified address within 30 minutes of the scheduled delivery time, Pretty Bangin' Balloons are not liable for any loss or damages arising out the provision of an incorrect address or should the installation be cancelled due to the customer not arriving at the specified address within a 30 minute window.
- (e) The customer must ensure that suitable access to and from the site of the proposed set up of the equipment is adequate to suit the mode of delivery and collection and Pretty Bangin' Balloons reserves the right to request



further information about an event or require an inspection prior to delivery to ascertain suitable access. A highriskdelivery fee may be charged should it be deemed necessary.

- (f) The customer is responsible for arranging vehicle access with local government or facility management booking departments for all parks and open spaces that allow such access. Should vehicle access not be arranged or granted Pretty Bangin' Balloons reserves the right to refuse offload, set up or not allow the equipment to be used should the booked area/zone/facility be further than 50m from the delivery vehicle and the customer is unable/ unwilling to relocate to a suitable site all monies paid will be forfeited and Pretty Bangin' Balloons shall not be liable for any loss or damages arising out of the enforcement of this clause.
- (g) Pretty Bangin' Balloons shall not be liable for any loss or damages should Pretty Bangin' Balloons be unable to deliver balloon décor due to accident or misfortune. On this issue customer will be issued a full refund within 5 business days of the misfortune.
- (h) The time needed on site to complete the balloon décor will vary depending on the order. A minimum of 1 hour is required for installation prior to the event start time. The customer will be notified of required installation time based on the scope of work and this is reflected in the agreed delivery time.
- (i) It is the customer's responsibility to liaise with venue staff to ensure that access is granted to Pretty Bangin' Balloons at the agreed time, should access to the venue be

restricted or denied at the stated time of delivery and as such prevents Pretty Banging' Balloons from completing the installation prior to your event start time. Pretty Bangin' Balloons shall not be liable for any loss or damages arising out of an incomplete installation and no refund will be offered or granted.

- (j) Unless a backdrop frame has been hired from Pretty Bangin' Balloons the customer is responsible for ensuring that their backdrop has anchor points for the installation of balloon garlands or arches and Pretty Bangin' Balloons will not be responsible for sourcing/ arranging backdrop or anchor points on the day of the scheduled installation. Should there be no anchor points Pretty Bangin' Balloons will do their best to use available structures as deemed appropriate by the venue to attach balloon décor. Should this impede Pretty Bangin' Balloons ability to fulfil the customer's vision and prevent the completion of the installation Pretty Bangin' Balloons shall not be liable for any loss or damages and no refund will be offered or granted.
- (k) Pretty Bangin' Balloons is not responsible for and will not erect or put in place backdrops and/or frames, props, florals or lighting that have been provided by the customer or 3rd party vendors, it is the customers responsibility to ensure that said backdrop and/or frame and props, florals or lighting is correctly installed prior to Pretty Bangin' Balloons prearranged arrival time.



Should the backdrop not be installed prior to Pretty Bangin' Balloons stated delivery time and as such prevents Pretty Bangin' Balloons from completing the installation prior to your event start time Pretty Bangin' Balloons shall not be liable for any loss or damages arising out an incomplete installation and no refund will be offered or granted.

(l) Where a backdrop or frame has been provided by the customer or 3rd party vendor, Pretty Bangin' Balloons reserves the right to inspect such structure for suitability and safety. Should the structure be deemed unsafe and/or unstable and/or unsuitable, Pretty Bangin' Balloons reserves the right to refuse to use the supplied item. Should this prevent Pretty Bangin' Balloons from completing the installation Pretty Bangin' Balloons shall not be liable for any loss or damages arising in this instance and no refund will be offered or granted.

(m) The fee paid for the provision of balloon décor is for this service use only. Unless prior arrangements have been made, and associated fees paid Pretty Bangin' Balloons is unable to attach signage, flowers, streamers, or any other decoration item that has not been provided by Pretty Bangin' Balloons to a backdrop, balloon arch or garland unless a previous agreement has been entered into.

(n) Where Pretty Bangin' Balloons is delivering helium bouquets Pretty Bangin' Balloons will place such items as briefed by the customer. Should bouquets be required to be placed onto tabletops, and tables have not been setup/ detailed prior to our arrival. Pretty Bangin' Balloons will place bouquets in a safe place at the venue

and it will become the responsibility of the customer to place said balloon bouquets.

(o) Whilst the choice of colour and types of balloons for balloon décor is the responsibility of the customer Pretty Bangin' Balloons reserves the right to make substitutions in an emergency such as a faulty batch of balloons supplied from the manufacturer.

(p) Due to the general nature of balloons Pretty Bangin' Balloons cannot guarantee that your balloons will remain perfect and intact when used outdoors, outdoor balloon décor is subject to popping. Frosting or fogging/oxidising of the colours, and/or movement from the wind. Where balloon décor installation occurs outside Pretty Bangin' Balloons will not offer a refund or discount due to loss, breakage, or failure to produce due to the environmental factor.

(q) Once Pretty Bangin' Balloons has completed the balloon décor installation in accordance with the brief/agreement and has departed from the installation site, Pretty Bangin' Balloons takes no responsibility for the condition of your installation.

(r) Unless otherwise agreed or an associated fee is paid the customer, then the customer is responsible for the safe removal and disposal of balloon décor at the completion of their event. Care must be exercised to ensure that all balloon items are safely and securely disposed of. Pretty Bangin' Balloons accepts no liability for any environmental matters caused because of improper disposal.



3. CANCELLATIONS

- (a) Cancellations terms apply for supply/ installation/hire once a booking has been accepted, by accepting the written quote provided by Pretty Bangin' Balloons.
- (b) Cancellations must be made in writing, via email, to Pretty Bangin' Balloons.
- (c) For all invoices/supply orders the following cancellation terms apply:
 - i) If cancellation occurs 7 days or less before the event/supply/install a credit will be issued for the amount paid less an administration fee of 20% of the amount that has been paid, this credit shall be valid for 12 months from the date of cancellation.
 - ii) If cancellation occurs 7 days or more before the event/supply/install a credit will be issued for the amount paid less an administration fee of 10% of the amount that has been paid, this credit shall be valid for 12 months from the date of cancellation.
- (d) During all periods of severe weather conditions (electrical storms, high winds, flooding, etc.) Pretty Bangin' Balloons shall not be liable for any loss or damages arising out of Pretty Bangin' Balloons decision to cancel a booking in the event an alternative venue which is suitable to the weather conditions is not available.
- (e) If the customer cancels due to severe weather and the venue/s which are to hold the event are unable to accommodate the event, then the parties shall use all reasonable endeavors to rearrange and negotiate an alternative time and venue. In the event an agreement cannot

be reached then the supplier shall provide a refund to the customer of the amount already paid less any out of pocket expenses including but not limited to delivery costs and external supplier costs.

4. LIABILITY AND INDEMNITY

- (a) Pretty Bangin' Balloons are only liable to the customer to the extent permitted by law.
- (b) Pretty Bangin' Balloons are not liable to the customer or anyone else for any expenditure, injury, loss or damage.
 - i) Arising out of the installation and use of the installation items and or balloon décor.
 - ii) Arising from late delivery of balloon décor.
 - iii) Arising from an inadequate amount of space for the installation times to be used safely.
 - iv) Arising from the customer ordering incorrect items, or insufficient quantities of balloons, or where the items installed are for a purpose which is outside the equipment's specifications.
 - v) The customer indemnifies Pretty Bangin' Balloons against any liability to any 3rd party who suffers injury, loss or damage is caused wholly or partly as a consequence of any negligent act or omission or other failure on the customer's part to ensure the equipment is used, stored, erected or transported safely.



5. PRIVACY

Pretty Bangin' Balloons respects the customer's privacy and complies with the Privacy Act 1988 (Cth). Any personal information the customer provides to Pretty Bangin' Balloons to supply equipment and or balloon décor according to this agreement, will be dealt with pursuant to the privacy laws.

6. ADDITIONS

Photos provided from the internet, colour matching, filters, oxidized balloons. No guarantee they will look the same in person. No replacements will be made once a colour swatch is approved by customer.

All efforts to match colours will be made but Pretty Bangin' Balloons take no responsibility if the customer is not satisfied with them when delivered or shown to the customer.



PEBA

Pro Environment Balloon Alliance
www.peba.com.au

Ban balloon releases... not balloons