

# LUSH LIGHTING – TERMS AND CONDITIONS

Version 2019/20 Revised 1/7/19

## **PAYMENTS AND BANK DETAILS\***

**\*Please confirm Lush Lighting's available installation and dismantle dates/times with the venue/marquee company in writing BEFORE a deposit is paid.**

**PLEASE READ the following Terms and Conditions as in paying the deposit or final payment, the client agrees to these terms and conditions.**

**PAYMENTS:** Payment can be made

- By cheque or money order to PO Box 341, Unley SA 5061,
- In person at Lush Lighting – 55 Rundle Street, Kent Town (Please call to make a time)
- By Internet Banking to the Lush Lighting Account (BSB: 015 208, Account no: 3503 79671).  
Please specify the *Event Date* and the *Booked Clients Name* (Eg: 21OCT17 Sally Fraser)
- By Credit Card – By phone or in person - Contact Lush Lighting for details on Credit Card facilities.

Lush Lighting accepts Master Card and VISA however does not accept American Express.

A surcharge may apply for credit card payments.

Credit card payments in excess of \$1000.00 will be accepted at the discretion of Lush Lighting.

## **QUOTATIONS:**

All quotations are valid for 30 days or for the specific period as stated at the bottom of your quotation. During the validity period, all products/services quoted are held reserved for the Client. The Client must pay a deposit within this time period to reserve the specified installation time and the equipment ordered.

## **PACKAGES:**

To book a Package the Client must contact Lush Lighting to check availability of the equipment and to see if the event installation and dismantle days are also available. Lush Lighting will then send the Client a formal quote with confirmation of availability and any relevant conditions – THIS QUOTE WILL BE VALID FOR 14 DAYS ONLY. During this valid period, the Client will need to contact the Venue and check available installation days and times and any specific conditions and then confirm this in writing to Lush Lighting. Once this is done, the Client must pay a 20% deposit within this time period to reserve the specified installation time and the equipment ordered.

**QUOTATIONS and PACKAGES:** After the validity period is passed and the quotation has expired, the products/services are no longer held as reserved for the Client, and may be allocated to other events/Clients. Paying a deposit after the quote has expired WILL NOT confirm the booking. The Client must CONTACT LUSH LIGHTING BEFORE PAYING A DEPOSIT to confirm if the products/services are still available. The products/services can only be re-offered provided they are still available, and not allocated to other events/Clients.

All quotations are valid for the specified event ONLY. Where the products/services are used for a second event, Lush Lighting is entitled to charge the Client the full costs for the second event. Lush Lighting may charge a reduced fee where the second event is advised and discussed beforehand.

The quotation includes testing and tagging of all Lush Lighting electrical equipment as required by SA Occupational Health and Safety Regulations.

The quotation is based on current labour, materials and equipment hire costs, with an escalation allowance of 3% pa CPI increase applied from the date of quotation to the date of the event. The quotation may be subject to final adjustment for labour and materials movements, based on quarterly CPI movements from the date of quotation until the date of the event at the sole discretion of Lush Lighting. Lush Lighting has the right to pass on to the Client any price increases on sub-hire equipment by suppliers to Lush Lighting. Lush Lighting has the right to pass on to the Client any increases in labour due to last minute changes, including additional fees incurred through late night or early morning installations or dismantling or waiting periods over 30 minutes due to delays outside of the control of Lush Lighting. Lush Lighting has the right to pass on to the Client any increases in labour due to changes in award rates and conditions post the date of the quotation.

## **IMPORTANT:**

All quotations are dependent on Lush Lighting being given appropriate access to deliver, install and dismantle its products/services on the day/times specified in the quotation. These arrangements are to be confirmed by the venue and the Client with Lush Lighting **BEFORE** the deposit is paid. (See also below "Availability and Install/Dismantle Times.")

**GST:** GST will be charged on all products and services.

## **OPTIONS, PACKAGES AND EXTRAS:**

Quotations and Packages may include 'Options' OR 'Packages' and/or 'Extras'. The Client must advise Lush Lighting which Options, Packages and/or Extras are required in accepting any offer. Any variation to the original Quotation or Package will require Lush Lighting to re-quote and may attract additional admin/design costs.

These 'Extras' are in addition to one of the main 'Options' or 'Packages'. If the 'Extra' is required as the main 'Option' or 'Package' then a new quotation must be requested.

\*PLEASE NOTE: If we need to return to set up any 'Extras' on the day of the Event (rather than the day the main design is being installed), an additional fee may be charged.

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## **AVAILABILITY AND INSTALL/DISMANTLE TIMES:**

It is the Client's responsibility to ensure that the venue provides and confirms appropriate access. In paying the deposit, the Client accepts the risk that Lush Lighting may not be able to provide the products/services where the venue has not confirmed, or makes changes to the access arrangements, and that Lush Lighting can only offer its products/services on a best endeavours basis for those situations. Suitable parking and access/permits shall be provided by the Client/venue where necessary.

Any additional costs incurred by Lush Lighting for Parking and access will be passed on to the Client including fines incurred where no reasonable alternative is available.

In the event of the venue changing the installation or dismantle times outside that which is possible for Lush Lighting, the Client accepts the risk that the job may not go ahead as offered and that alternative arrangements must be made. In the likelihood this should happen, the Client accepts responsibility for full payment of the accepted quotation and any additional costs incurred.

## **DEPOSITS/CONFIRMATION:**

Deposits are 20% of the total price (incl. GST) unless otherwise stated. Applications for 30 day accounts are available on request. (Deposits may be deferred where specifically negotiated and an alternate signed agreement must be returned within the specified time).

IN PAYING THE DEPOSIT, FINAL PAYMENT AND/OR RETURN OF A WRITTEN AGREEMENT, THE CLIENT ACCEPTS AND AGREES TO COMPLY WITH ALL OF THE LUSH LIGHTING TERMS & CONDITIONS.

Lush Lighting will confirm the Client's booking and receipt of payment via e-mail or post, once the Client has notified Lush Lighting of their selected option (where offered), paid the deposit within the Validity Period, confirmed installation and dismantle days/times, access arrangements and complied with any other applicable Lush Lighting Terms and Conditions.

## **FINAL PAYMENTS:**

Full or final payment must be made BEFORE THE EVENT unless special arrangements have been made with Lush Lighting. An invoice will be sent to the Client in advance stating the remaining balance. Final payments can be made 1 week before and no later than 3 days before the scheduled products/service installation.

Where a final payment remains outstanding after the event date, Lush Lighting may at its sole discretion, charge a late payment fee (currently \$50.00) or interest daily at the bank overdraft rate and administration costs. The Client will be responsible for all additional costs associated with recovering money where outstanding more than 30 days after the event date or if later, the date due stated on the invoice, including legal and debt collection service charges.

## **CANCELLATION/REFUNDS:**

If the event is cancelled over 60 days before the event date, the deposit less expenses incurred will be returned. No refund of the deposit is due if the function is cancelled within 60 to 14 days of the function date or if any 'Act of God', natural disaster or occurrence beyond the control of Lush Lighting prevents the function from being set up or proceeding as agreed. A cancellation fee of 50% of the total cost of the event will occur if Lush Lighting is notified less than 14 days before the event.

## **VARIATIONS - INSTALLATION/DISMANTLE/OTHER CHANGES BY THE CLIENT/VENUE:**

Installation and dismantling for the event will proceed according to the terms and conditions on the accepted quotation. Installation shall be generally in accordance with agreed instructions. However, minor changes may be necessary to facilitate set-up or accommodate venue requirements during installation. Lush Lighting will make every attempt to work in with the Venue in order to install and dismantle at a mutually acceptable time but the Client ultimately accepts the risk of the venue or private facilities altering the agreed installation and dismantling arrangements, and any associated variations in cost to accommodate those changes. Delays in access to the venue, property or marquee for installation or removal will incur standby charges at the current labour rate per hour per person. These delays may include disruption by other suppliers, the client or other factors such as alterations to design, breakdown in machinery or weather conditions. Electrical power is to be provided by the client/venue as per agreed conditions. Lush Lighting does not warrant the suitability, capacity or electricity supply arrangement unless specifically provided by Lush Lighting.

Any amendment to the agreed scope of work may result in a variation to the price and additional charges/costs payable as applicable.

In the event that an unforeseen situation occurs and changes to the design have to be made, Lush Lighting will make every endeavour to contact the Client to approve any changes. If, however, the Client is not contactable, Lush Lighting reserves the right to alter the design to fit within the constraints. By making a payment, the Client agrees to this potential situation and any additional costs involved.

No liability is accepted where incorrect use or mistreatment of equipment occurs, or if the installation is altered or changed by the Client/venue without permission. Once installed and until dismantled, loss or damage to equipment and all other risk passes to and remains with the Client.

Adverse weather conditions and garden watering systems can affect outdoor and marquee installations and dismantles. If the outside temperature is over 36 degrees, the Client agrees to ensure every measure is taken to ensure Lush Lighting staff is not affected by high temperatures. This includes work done in gardens, out in the open and in clear or poorly ventilated marquees. If the timing cannot be controlled then other measures must be taken including altering

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designs or providing shade over the set up area or marquee. The Client agrees not to undertake any garden watering in proximity to the installed equipment, and acknowledges that while every effort is made to minimise the impact of adverse weather, any consequences of adverse weather remains the Client's risk and Lush Lighting to be reimbursed for any damage/replacement of their equipment.

## **\*IMPORTANT – CLIENT'S RESPONSIBILITY BEFORE THE EVENT:**

Once the installation is complete, all lights/decorations are checked by Lush Lighting and left in full working order. Information as to the whereabouts and operation of the power/dimmers /controls will be explained to a person nominated by the Venue/Client and that person will be responsible for turning on the lights or delegating this responsibility before the Client arrives.

**\*\*IT IS THE CLIENTS RESPONSIBILITY TO ENSURE NO OTHER SUPPLIER USES THE POWER ASSIGNED TO LUSH LIGHTING AS THIS MAY OVERLOAD THE POWER SUPPLY AND LEAD TO PROBLEMS AND/OR DAMAGE.**

**\*\*IT IS THE CLIENTS RESPONSIBILITY TO TURN ON LIGHTING AND CHECK DECORATIONS WELL IN ADVANCE (MINIMUM OF 2 HOURS) BEFORE THE BEGINNING OF THE EVENT.**

If lighting/decorations are found to be not working/in order, Lush Lighting should be contacted within this period or as soon as it is noticed (a/h 0419 798 411) so they have time to fix any problems. If the Venue/Client does not contact Lush Lighting, Lush Lighting cannot be held accountable for any problems and the Client will not be entitled to any refund.

## **HIRE PRODUCTS/BOND:**

The quotation may include Lush Lighting hiring out limited items for the Client to install (Dry Hires). A refundable bond or Credit Card details are required for Dry Hires. The bond will be refunded on return of the product after it is checked and confirmed that no damage has occurred. The Client's name, address and contact number/s and Bond/Credit Card details are required before or on pick up.

## **BROKEN/DAMAGES PRODUCTS:**

The Client agrees to be invoiced for and to pay Lush Lighting the cost to repair/restore material or equipment, if that material/equipment is found in a damaged condition post the event. However, if the material or equipment is not returned or if the cost to repair/restore is more than the cost of the item, the Client will be contacted and billed for the total retail price of the material/equipment or specific item. In the event that the Client cannot be contacted, the Client agrees that the cost of repair or full retail replacement cost can be charged to the Client's credit card or taken from the Bond.

## **INTELLECTUAL PROPERTY:**

All intellectual property in any designs, patterns or arrangements for functions developed or produced by Lush Lighting remains with Lush Lighting and may only be reproduced or copied with the written consent of Lush Lighting.

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These terms and conditions are governed by the law in force in South Australia and shall take precedence to the extent permitted by law.

Disagreements and disputes shall be submitted to the jurisdiction of the courts in South Australia.

These terms and conditions refer to Lush Lighting ABN 55 758 908 679 and to the Client firstly being the persons named on the quotation or invoice, then the person requesting the products/services or lastly, the person making payment for or on behalf of persons requesting the products/services.