



## **TERMS OF ENGAGEMENT:**

Once Theme Productions services are engaged this document forms a contract. By this contract, client agrees to make payments to Theme Productions, by the following schedule in exchange for Product/services rendered as per finalised quote.

By agreeing to the quotation, you agree to settle all invoices within 14 days of receipt. Any overdue or unpaid balances will be subject to a late payment fee of \$25 after the due date has passed. In addition, unpaid balances over \$1,000 will be subject to 3% interest per month, charged daily until the balance is paid.

### **Payment terms**

Unless otherwise agreed:

- 25% deposit of accepted quote to confirm booking
- The balance due 14 days post event

The inclusive charges for the hire are as stated on the quote and invoice. Unless otherwise arranged invoiced, all accounts are payable 14 days after the invoice was issued. Additional rental charges at current daily hire rates for the period overdue maybe made for equipment returned after the due date

By agreeing to the quotation, you agree to settle all invoices within 14 days of receipt. Any overdue or unpaid balances will be subject to a late payment fee of \$25 after the due date has passed. In addition, unpaid balances over \$1,000 will be subject to 3% interest per month, charged daily until the balance is paid.

If an account is not paid within 90 days after the due date, the account may be referred to our debt recovery agency and we may charge you a minimum default fee of 25% of the unpaid portion of the price (but not less than \$75.00) to cover our legal and recovery costs. The account may also be recorded on a credit information database held by a credit reporting agency.

### **Conditions of Engagement**

- a) Initial Quoting process is included in your event.
- b) The client agrees to the hire terms as outlined below
- c) Any design requirements, emails and research may be charged at an additional cost on a time basis
- d) If any variations to final quote are agreed to by the client (including verbal requests on the day of the event), Theme Productions will alter final invoice accordingly

### **Cancellation and postponement terms**

If an event is cancelled or postponed for any reason, Theme Productions reserve the right to charge a cancellation fee. This will amount to the following, whichever is greater:

EITHER,

100% of bespoke design and build elements, all time incurred by Theme Productions, all other unrecoverable costs including but not limited to travel costs, subcontractor costs, materials, and supplies.



OR,

Cancellation over 60 days: 25% of accepted quote

Cancellation within 30 – 60 days: 50% of accepted quote

Cancellation within 8 – 29 days: 75% of accepted quote

Cancellation within 0-7 days: 100% of accepted quote

For avoidance of confusion, the event date is the date on which pack in begins.

This cancellation fee will be due in line with our payment terms above. Our cancellation terms can be reviewed on a case-by-case basis.

Once Theme Productions services are engaged, all parties agree to the terms as described above. Alterations to this agreement can only be made by both parties and must be placed in writing. will be responsible for upholding its terms.

### **Hire terms**

#### **Period**

Hire period is from time equipment leaves Theme Productions until it is returned to Theme Productions. Equipment is to be returned as soon as possible after use, at a time agreed with Theme Productions.

#### **Services and Equipment**

The equipment hired and services rendered are agreed to as stated on the quote document. The equipment supplied is fit for the purpose / performance which the hirer requires, and Theme Productions agrees to.

While every endeavour is made to supply equipment as ordered, Theme Productions reserves the right to substitute other designs where necessary while keeping in line with the event design.

#### **Non-Supply**

Theme Productions will endeavour to supply equipment as ordered but cannot accept responsibility for non-delivery, delay in delivery or inability to supply when circumstances are out of Theme Productions control.

#### **Loss or Damage**

The hirer accepts full responsibility for loss or damage howsoever caused from the time the equipment is delivered from Theme Productions warehouse, depot or vehicle to the hirer or other carrier; until returned to the Theme Productions warehouse, depot or vehicle.

#### **Proper Use**

The Hirer shall only use the equipment for the purpose and within the capacity limits for which it has been designed, and will not attempt to alter, repair or modify the equipment.

#### **Faulty Equipment**



If the Hirer considers any equipment to be faulty as supplied the hirer must notify Theme Productions immediately and hire will cease from the time such notification is received, provided that the equipment is found to be faulty by Theme Productions.

### **Damaged Equipment**

If any equipment is damaged or destroyed it must nevertheless be returned to Theme Productions and full replacement cost will be added to invoice where required.

### **Return and Condition of Goods**

On termination of hire, the hirer shall deliver up the equipment, complete with accessories, clean and in good order as delivered, to Theme Productions. Cleaning costs will be added if required.

Replacement cost of any item or part thereof not returned on the due date will be charged to the hirer. No Credit will be allowed for any item returned after 30 days from due date of return.

### **Delivery**

Hire charges are ex Theme Productions warehouse. Any freight or delivery charges incurred by Theme Productions on the hirer's behalf will be charged to the hirer.

### **Packing**

All equipment is suitably packed where necessary. Such packing must be used by the hirer when returning the equipment, otherwise the cost of such packing, or damages incurred by not using packing, will be charged to the hirer.

### **Termination**

If default exceeding seven days is made in any payment due on account for the hire, or if there is any other breach of these terms and conditions then the Theme Productions reserves the right to terminate the Hire period forthwith, and to take any steps necessary to recover possession of the equipment without prejudice of Theme Productions' rights to recover all amounts due for the hire. Costs for reconditioning of the equipment (if required) and cost for return transport to Theme Productions store.

### **Property Rights**

All equipment remains the absolute property of Theme Productions Ltd. The Hirer undertakes to keep the equipment in his own possession and control and free of all liens, charges, encumbrances and any other interests whatsoever.

### **Owner's Liabilities**

Theme Productions undertakes no liabilities whatsoever in respect of third party and similar risks or for personal injury or for consequential damage of any kind.

### **Acceptance**

Notwithstanding that the hirer may not have sent written approval of this agreement, the acceptance by the hirer of any goods on hire from Theme Productions shall constitute an acceptance of the above terms and conditions, and of the charges stated on any accompanying hire agreement/quote/order/invoice, or acknowledgement of order.



## **Force Majeure**

Theme Productions shall not be liable for any failure or delay in performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; epidemics; riots; power failures; computer failure and any such circumstances beyond its reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software) or telephone communication service; accidents; labour disputes; acts of civil or military authority; governmental actions; or inability to obtain labour, material, equipment or transportation; provided, however, that in the event of a failure or delay. Where this occurs, the Company will work with the hirer to postpone their hire/event to a new date at the Companies discretion.