

Adelaide Outdoor Cinema

Equipment Hire & Outdoor Event Terms and Conditions

Effective date: 1/08/2026

These Terms and Conditions apply to the hire of equipment and/or provision of outdoor cinema, audio-visual and related event services by Adelaide Outdoor Cinema (the Owner) to the person or entity named on the quotation, booking confirmation or invoice (the Client).

By accepting a quotation, paying a deposit, confirming a booking, signing a hire agreement, taking possession of Equipment, or otherwise instructing the Owner to proceed with a booking, the Client agrees to be bound by these Terms and Conditions.

Australian Consumer Law Notice

Nothing in these Terms excludes, restricts or modifies any consumer guarantee, right, remedy or liability that cannot lawfully be excluded, restricted or modified under the Australian Consumer Law or other applicable law.

Where the Australian Consumer Law applies, Adelaide Outdoor Cinema's goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with services, the Client may have rights to cancel the service contract and obtain a refund for the unused portion, or compensation for reduced value. The Client may also be entitled to compensation for other reasonably foreseeable loss or damage. Where a failure does not amount to a major failure, the Client may have rights to have the problem rectified within a reasonable time and, in certain circumstances, to cancel the service contract and obtain a refund for the unused portion.

The statutory rights described above operate in addition to, and prevail over, any inconsistent provision of these Terms.

1. Definitions

In these Terms and Conditions:

Client means the person, company, organisation or entity that hires Equipment or engages the Owner to provide Services.

Owner means Adelaide Outdoor Cinema and its employees, officers, contractors and authorised representatives.

Equipment means all equipment, accessories, components, cables, cases, packaging, containers and other items supplied or hired by the Owner, whether or not separately itemised on an invoice.

Services means any services provided by the Owner, including delivery, collection, installation, set-up, pack-down, operation, technical support, audio-visual services and outdoor cinema services.

Hire Period means the period commencing when the Equipment is delivered to, collected by or otherwise made available to the Client and ending when the Equipment is returned to or collected by the Owner.

Event means the function, screening, gathering or other activity for which the Equipment or Services are being supplied.

Venue means the property or location at which the Equipment or Services are to be provided.

Booking means a confirmed agreement between the Client and Owner for the supply of Equipment and/or Services.

Booking Confirmation means the quotation, invoice, booking confirmation, email or other written document issued by the Owner confirming the Booking.

Business Day means a day other than a Saturday, Sunday or public holiday in South Australia.

2. Application of These Terms

2.1 These Terms apply to all Equipment hire and Services supplied by the Owner unless the Owner expressly agrees otherwise in writing.

2.2 If there is an inconsistency between these Terms and a Booking Confirmation, the Booking Confirmation will prevail only to the extent of that inconsistency.

2.3 Any variation to these Terms or the Booking must be agreed in writing by the Owner.

2.4 The version of these Terms accepted at the time the Booking is confirmed will apply to that Booking. The Owner may update these Terms for future Bookings.

2.5 Nothing in these Terms excludes, restricts or modifies any right, guarantee, warranty or remedy that cannot lawfully be excluded, restricted or modified under applicable law, including the Australian Consumer Law.

3. Booking and Acceptance

3.1 A quotation does not constitute a confirmed Booking or guarantee Equipment availability.

3.2 A Booking becomes confirmed when:

- a. the Owner has confirmed availability;
- b. the Client has accepted the quotation or Booking in writing or otherwise instructed the Owner to proceed; and
- c. the required deposit or other amount specified by the Owner has been received.

3.3 The Owner may decline a Booking where Equipment is unavailable, the Venue is unsuitable, the proposed Event presents an unacceptable safety risk, or for any other lawful reason.

3.4 The Client must provide accurate information concerning the Event, including:

- Event date;
- Event times;
- Venue;
- expected attendance;
- access arrangements;
- site conditions;
- Equipment requirements;
- power availability;
- set-up and pack-down requirements; and
- any relevant restrictions or hazards.

3.5 The Client is responsible for ensuring that information supplied to the Owner is accurate and complete.

4. Equipment Ownership

4.1 All Equipment remains the property of the Owner at all times.

4.2 The Client obtains possession of the Equipment only for the purposes of the agreed Hire and acquires no ownership interest in the Equipment.

4.3 The Client must not sell, assign, mortgage, pledge, sub-hire, lend, dispose of or otherwise deal with the Equipment without the Owner's prior written consent.

4.4 The Client must not remove the Equipment from the agreed Venue or location without the Owner's prior written consent.

4.5 The Owner may require the immediate return of Equipment where:

- a. the Client breaches these Terms;
- b. the Equipment is being misused;
- c. the Equipment is being used in an unsafe manner;
- d. payment is overdue;
- e. the Owner reasonably believes the Equipment may be damaged or lost; or
- f. continued possession presents a safety or legal risk.

4.6 The Client must provide the Owner or its authorised representatives with reasonable access to Equipment for inspection, maintenance, recovery or collection.

5. Client's General Responsibilities

5.1 From the time the Equipment is delivered to or collected by the Client until it is returned to or collected by the Owner, the Client is responsible for the care, security and proper use of the Equipment, subject to these Terms.

5.2 The Client must:

- a. use the Equipment only for its intended purpose;
- b. operate the Equipment in accordance with instructions provided by the Owner or manufacturer;
- c. take reasonable precautions to prevent damage, theft or misuse;
- d. ensure that only appropriately competent and authorised persons operate Equipment;
- e. keep Equipment secure when unattended;
- f. protect Equipment from unreasonable exposure to rain, water, extreme weather, heat, smoke, dust and other environmental conditions;
- g. prevent unauthorised persons from interfering with Equipment;
- h. immediately notify the Owner of any loss, damage, malfunction, theft or safety issue; and
- i. cease using Equipment if continued use may cause damage or create a safety risk.

5.3 The Client must not modify, dismantle, repair, alter, relocate or permanently attach anything to the Equipment without the Owner's prior written consent.

5.4 The Client must not attempt to repair electrical, mechanical or structural Equipment unless expressly authorised by the Owner.

5.5 If Equipment develops a fault, the Client must immediately cease using it where continued operation could be unsafe or cause further damage and contact the Owner.

6. Equipment Condition and Ordinary Wear

6.1 The Client acknowledges that hired Equipment may show reasonable signs of prior use.

6.2 The Owner will make reasonable efforts to ensure that Equipment is supplied in a clean, functional and serviceable condition.

6.3 The Client is not responsible for ordinary wear and tear arising from proper use.

6.4 The Client is responsible for damage caused by misuse, negligence, unauthorised modification, improper storage, theft, vandalism or use outside the Equipment's intended purpose.

6.5 Where practicable, the Owner may record the condition of Equipment before and after the Hire Period.

7. Site and Venue Requirements

7.1 The Client is responsible for ensuring that the Venue is suitable for the Equipment and Event.

7.2 Unless otherwise agreed in writing, the Client must ensure that the site:

- a. is accessible by the Owner's vehicles and personnel;
- b. has suitable and safe access for delivery and collection;
- c. provides adequate space for the Equipment;
- d. has suitable ground conditions;
- e. is reasonably level where required;
- f. is free from unsafe obstacles and hazards;
- g. provides adequate access to electrical power where required;
- h. permits safe installation and operation of the Equipment; and
- i. allows sufficient space for attendees, operators, emergency access and exclusion zones.

7.3 The Client must disclose all known site hazards, including:

- underground services;
- irrigation;
- septic systems;
- underground tanks;
- electrical infrastructure;
- overhead power lines;
- trees and branches;
- unstable ground;
- slopes;
- construction areas;
- water hazards; and
- other conditions that may affect safe installation or operation.

7.4 The Client must identify underground services and other concealed infrastructure where relevant. The Owner is not responsible for damage to concealed services or infrastructure where their location was not reasonably identifiable to the Owner.

7.5 The Owner may refuse or modify installation where site conditions are unsafe or unsuitable.

8. Delivery and Collection

8.1 Delivery and collection are included only where specified in the Booking Confirmation.

8.2 Unless otherwise agreed, delivery is to street level or an accessible location reasonably close to the delivery vehicle.

8.3 Access routes must be clear and reasonably safe.

8.4 The Client must ensure that a responsible person is available at the Venue at the agreed delivery and collection times where required.

8.5 If the Owner is unable to deliver or collect because:

- the site is inaccessible;
- the Client is unavailable;
- access has not been provided;
- the site is unsafe;
- Equipment cannot be reasonably positioned; or
- agreed site conditions have not been met,

the Owner may charge additional delivery, collection, waiting or labour fees.

8.6 Delivery and collection do not include installation, operation or pack-down unless expressly stated in the Booking Confirmation.

8.7 The Owner may charge additional labour where the delivery or collection requires work beyond the agreed scope.

9. Installation, Set-Up and Pack-Down

9.1 Installation, set-up, operation and pack-down are separate Services unless expressly included in the Booking.

9.2 Where the Owner provides installation, the Owner will determine the appropriate positioning and installation method having regard to safety, Equipment requirements and site conditions.

9.3 The Client must not move, alter, dismantle or interfere with installed Equipment without the Owner's approval.

9.4 The Owner may cease installation or operation if weather, ground conditions, access, power supply or other circumstances make the work unsafe.

9.5 The Client remains responsible for providing reasonable access and maintaining safe conditions at the Venue.

10. Outdoor Screens and Temporary Structures

10.1 Outdoor screens and temporary structures must be installed and operated in accordance with manufacturer specifications and the Owner's safety requirements.

10.2 Screen installation may require suitable anchoring, weighting or other securing systems. The requirements relating to pegging, anchoring and ground conditions are set out in Section 11.

10.3 The Client must not interfere with, remove or alter screen anchoring or securing systems.

10.4 The Owner may refuse installation where the ground, weather, access or other conditions do not permit safe installation.

10.5 The Client acknowledges that wind conditions can change rapidly and that manufacturer and Owner safety limits must be observed.

10.6 Where wind or other weather conditions exceed, or are reasonably expected to exceed, the applicable safe operating or installation limits, the Owner may:

- a. delay installation;
- b. modify the installation;
- c. suspend the Event;
- d. require the Event to cease;
- e. remove Equipment; or
- f. cancel or reschedule the Booking.

10.7 Any wind rating quoted for a particular screen is an operating or manufacturer limit and is not a guarantee that the screen can safely operate in all conditions below that limit.

11. Pegging, Anchoring and Ground Conditions

11.1 Outdoor screens, temporary structures, banners, equipment and associated components may require ground pegs, stakes, anchors, guy ropes, weights or other securing systems to safely install and operate the Equipment.

11.2 Where ground pegging is required, the Client is responsible for ensuring that the Venue and proposed installation area are suitable for pegging and that the Owner has been provided with accurate information regarding ground conditions and known or suspected underground services or infrastructure.

11.3 Before installation, the Client must disclose to the Owner any known or suspected underground services or infrastructure, including:

- electrical cables and conduits;
- telecommunications and data cables;
- gas lines;
- water and sewerage services;
- irrigation systems;
- drainage systems;
- septic systems;
- underground tanks;
- pipes, conduits or other buried infrastructure; and
- any other concealed services or structures.

11.4 The Client acknowledges that the Owner may need to drive pegs, stakes or anchors into the ground as part of the installation process. The Client authorises the Owner to carry out reasonable pegging and anchoring required for safe installation, having regard to information provided by the Client and the Owner's assessment of the site.

11.5 The Client is responsible for identifying and accurately notifying the Owner of the location of all known or reasonably identifiable underground services and infrastructure before installation commences.

11.6 Where underground services or infrastructure are present, suspected, inadequately identified or cannot be safely located, the Owner may, at its discretion:

- a. alter the proposed Equipment location;
- b. use an alternative anchoring or weighting method;
- c. require additional ground protection or safety measures;
- d. require the Client or Venue to provide confirmation of underground service locations;
- e. refuse to peg or anchor the Equipment in the affected area; or
- f. refuse or cancel the installation where the Owner reasonably considers that safe installation cannot be achieved.

11.7 The Owner is not required to drive a peg, stake or anchor into any location where it reasonably considers that doing so may create a risk to persons, property, underground services, Equipment or the Venue.

11.8 The Client acknowledges that the Owner cannot guarantee that underground services or infrastructure will be identified where they have not been disclosed, accurately marked, reasonably identifiable or otherwise made known to the Owner.

11.9 To the extent permitted by law, the Client is responsible for reasonable loss, damage, cost or expense arising from inaccurate, incomplete or omitted information supplied by the Client or Venue regarding underground services, infrastructure or ground conditions.

11.10 Without limiting clause 11.9, the Client may be responsible for reasonable costs associated with damage to underground services or infrastructure where that damage results from inaccurate, incomplete or omitted information provided by the Client or Venue, except to the extent caused by the Owner's negligence, breach of contract or other unlawful conduct.

11.11 The Client must not remove, loosen, relocate, reposition, cover, interfere with or otherwise alter any peg, stake, anchor, guy rope, weight or other securing system installed by the Owner.

11.12 The Client must ensure that its employees, contractors, suppliers, guests and attendees do not interfere with or remove any securing system.

11.13 If a peg, stake, anchor, guy rope or other securing system becomes loose, displaced, damaged or compromised during the Hire Period, the Client must immediately notify the Owner and, where directed by the Owner, prevent persons from entering the affected area.

11.14 The Client must not attempt to re-drive, remove, reposition or otherwise adjust any structural peg, stake or anchor installed by the Owner unless expressly authorised by the Owner.

11.15 Where the Client or a third party interferes with, removes, damages or alters any securing system, the Client may be responsible for reasonable costs associated with inspection, repair, replacement, reinstallation, labour, attendance or other remedial work required as a result.

11.16 The Client acknowledges that the effectiveness of ground anchoring can be affected by soil type, ground moisture, ground disturbance, slopes, erosion, irrigation, weather and other site conditions.

11.17 The Owner may require additional anchoring, weighting, guying or other securing measures where it reasonably considers them necessary due to site conditions, Equipment requirements or weather conditions.

11.18 The Owner may conduct periodic inspections of pegs, anchors, guy ropes, weights and other securing systems during installation and operation of the Event.

11.19 Where the Owner identifies a compromised, inadequate or unsafe securing system, the Owner may immediately suspend installation or operation until the securing system has been rectified to the Owner's reasonable satisfaction.

11.20 The Owner may require the Event to cease, Equipment to be deflated or removed, or the installation to be modified where the Owner reasonably considers that the anchoring or securing system is no longer adequate for the prevailing or expected conditions.

11.21 The Client acknowledges that pegging and anchoring are safety-critical components of an outdoor screen installation and that unauthorised interference with those systems may create a serious risk of injury, property damage or Equipment failure.

11.22 To the extent permitted by law, the Client indemnifies the Owner against reasonable loss, damage, liability, claim, cost or expense arising from:

- a. inaccurate or incomplete information regarding underground services or ground conditions;
 - b. interference with or unauthorised alteration of any peg, anchor, weight, guy rope or securing system;
 - c. failure by the Client or persons under the Client's control to comply with the Owner's reasonable safety instructions regarding anchoring;
 - d. damage caused to underground services or infrastructure as a result of information or instructions provided by the Client or Venue; or
 - e. the acts or omissions of the Client, its contractors, suppliers, attendees or other persons under the Client's control,
- except to the extent that the relevant loss, damage or liability was caused by the Owner's negligence, breach of contract or other unlawful conduct.
- 11.23 Nothing in this section excludes, restricts or modifies any liability, guarantee, warranty, right or remedy that cannot lawfully be excluded, restricted or modified under applicable law, including the Australian Consumer Law.

12. Weather and Environmental Conditions

- 12.1 Outdoor Events are inherently affected by weather and environmental conditions.
- 12.2 The Owner may monitor forecasts and other available weather information before and during an Event.
- 12.3 The Client may request cancellation due to weather, subject to the cancellation provisions in these Terms.
- 12.4 The Owner may require cancellation, suspension, postponement or cessation of an Event where it reasonably considers weather or environmental conditions unsafe.
- 12.5 Relevant conditions may include:
- high winds;
 - wind gusts;
 - rain;
 - storms;
 - lightning;
 - extreme heat;
 - smoke;
 - fire danger;
 - flooding;
 - wet electrical conditions;
 - unstable ground; or
 - any other condition presenting a reasonable safety risk.
- 12.6 The Owner's decision to cease installation or operation for safety reasons will not be overridden by the Client.
- 12.7 Where the Owner cancels an Event solely because continued operation would be unsafe, the financial consequences will be determined under the applicable cancellation or rescheduling provisions of the Booking.
- 12.8 The Owner does not guarantee that weather conditions will remain suitable for the duration of an Event.

13. Electrical Supply and Power

- 13.1 The Client must disclose whether power is being supplied by the Venue, the Client or the Owner.
- 13.2 Where the Client or Venue supplies electricity, the Client is responsible for ensuring that suitable and safe power is available.
- 13.3 The Owner may refuse to connect Equipment to a power supply that the Owner reasonably considers unsafe, inadequate or unsuitable.
- 13.4 The Client must not alter, repair, modify or interfere with electrical Equipment supplied by the Owner.
- 13.5 All electrical work must be performed by appropriately licensed persons where required by law.

13.6 Where generators are supplied by the Owner, they must be positioned, operated and accessed in accordance with the Owner's instructions.

13.7 The Client must not connect additional equipment to the Owner's electrical supply without approval.

13.8 The Client is responsible for ensuring that third-party electrical equipment connected to the Event does not overload, damage or interfere with the Owner's Equipment.

14. Film, Copyright and Content Rights

14.1 Unless expressly stated in the Booking Confirmation, the Client is responsible for obtaining all rights, licences and permissions required to publicly exhibit, screen or otherwise communicate any film, video or other content used at the Event.

14.2 The Client warrants that it has the necessary rights and permissions for content it provides to the Owner.

14.3 The Owner is not responsible for infringement arising from content supplied or selected by the Client.

14.4 The Client must comply with applicable copyright, classification, public exhibition and other legal requirements relating to content used at the Event.

14.5 If the Owner expressly provides film licensing or exhibition rights as part of the Booking, those rights are limited to the Event, date, Venue and other terms specified in the Booking Confirmation.

15. Music and Other Licensing

15.1 Unless expressly included in the Booking, the Client is responsible for obtaining any music, public performance, audiovisual, collecting society or other licences required for the Event.

15.2 The Client is responsible for ensuring that music or other content played before, during or after the screening is properly licensed.

15.3 The Client must comply with all applicable copyright and intellectual-property laws.

16. Event Approvals and Client Responsibilities

16.1 Unless expressly included in the Booking, the Client is responsible for obtaining all approvals, permits, licences and permissions required for the Event.

16.2 These may include, where applicable:

- Venue approval;
- council approval;
- event permits;
- development or temporary structure approvals;
- public entertainment approvals;
- noise approvals;
- liquor licensing;
- food-related approvals;
- traffic and parking approvals;
- fire safety requirements;
- emergency management requirements;
- public liability insurance; and
- film or music licences.

16.3 The Client is responsible for determining which approvals apply to its Event.

16.4 The Owner will reasonably cooperate with the Client in providing information about Equipment where required for an approval, but does not accept responsibility for obtaining approvals unless expressly agreed.

17. Crowd and Event Management

17.1 Unless expressly included in the Booking, the Owner is not responsible for crowd management or general Event management.

17.2 The Client is responsible for:

- attendee management;
- security;
- first aid arrangements;
- emergency procedures;
- evacuation;
- pedestrian management;
- access and egress;
- venue rules;
- alcohol management;
- supervision of children and vulnerable attendees; and
- other general Event-management responsibilities.

17.3 The Client must ensure that attendees do not interfere with Equipment.

17.4 The Owner may require an exclusion zone around Equipment and the Client must ensure that attendees comply with that requirement.

18. Security of Equipment

18.1 The Client is responsible for the security of Equipment while it is in the Client's possession or control.

18.2 The Client must take reasonable measures to prevent theft, vandalism or unauthorised use.

18.3 The Owner may require security personnel or other security arrangements for particular Events.

18.4 Where security is required and is not included in the Booking, the additional cost is payable by the Client.

18.5 The Client remains responsible for Equipment damaged or lost through inadequate security, subject to applicable law.

19. Third-Party Contractors

19.1 The Client is responsible for contractors, suppliers and service providers engaged by the Client.

19.2 The Client must ensure that its contractors do not interfere with the Owner's Equipment or personnel.

19.3 The Owner may require any contractor to cease work where the Owner reasonably considers the work unsafe or likely to damage Equipment.

20. Alcohol, Intoxication and Unsafe Behaviour

20.1 The Client must take reasonable steps to prevent intoxicated persons or other unauthorised persons from interfering with Equipment.

20.2 The Owner may suspend or cease operation where unsafe behaviour creates a reasonable risk to people or Equipment.

20.3 Any additional costs resulting from damage, delay, security requirements or recovery caused by unsafe or unauthorised behaviour may be charged to the Client, subject to applicable law.

21. Equipment Failure

21.1 The Owner will take reasonable steps to supply Equipment that is functional and fit for its intended purpose.

21.2 If Equipment fails during an Event despite proper use and reasonable care, the Client must immediately notify the Owner.

21.3 The Owner will, where reasonably practicable, attempt to repair, replace or otherwise rectify the affected Equipment.

21.4 The Owner's liability for Equipment failure is subject to applicable law and any rights or remedies that cannot lawfully be excluded.

21.5 The Owner does not guarantee uninterrupted operation where failure results from circumstances outside the Owner's reasonable control, including power failure, Venue infrastructure, Client equipment, third-party interference, weather or other external circumstances.

22. Client Equipment and Third-Party Equipment

22.1 The Owner is not responsible for damage to Client or third-party Equipment connected to or used with the Owner's Equipment unless caused by the Owner's negligence or otherwise required by law.

22.2 The Owner may refuse to connect or operate third-party equipment that is incompatible, unsafe or unsuitable.

22.3 The Client is responsible for ensuring that media, cables, devices and other equipment supplied by the Client are compatible with the agreed system.

23. Damage, Loss and Theft

23.1 The Client must immediately notify the Owner of any damage, loss or theft involving Equipment.

23.2 In the event of theft, the Client must promptly notify the relevant authorities and provide the Owner with the relevant incident or police report where available.

23.3 The Client may be liable for reasonable costs of repair or replacement where loss or damage results from the Client's breach of these Terms, negligence, misuse, unauthorised use or failure to take reasonable care.

23.4 The Owner may charge the reasonable cost of:

- repairs;
- replacement parts;
- cleaning beyond ordinary use;
- replacement of lost Equipment;
- replacement of damaged packaging;
- reasonable recovery costs; and
- reasonable administrative or labour costs directly associated with the damage or loss.

23.5 Ordinary wear and tear is excluded.

23.6 Where Equipment is beyond economical repair or has been lost, the amount recoverable will be based on the reasonable cost of an equivalent replacement, subject to applicable law.

24. Return of Equipment

24.1 The Client must return Equipment at the agreed time and location.

24.2 Equipment must be returned in substantially the same condition as supplied, allowing for ordinary wear and tear.

24.3 All accessories, cables, cases, packaging, containers and other supplied items must be returned.

24.4 Late returns may result in additional hire charges.

24.5 Where late return prevents the Owner from fulfilling another Booking, the Client may be responsible for reasonable resulting costs to the extent permitted by law.

24.6 If Equipment is not returned when required, the Owner may take reasonable steps to recover it.

25. Hire Period and Overtime

25.1 Unless otherwise stated, hire charges are calculated according to the period specified in the Booking Confirmation.

25.2 A standard hire period does not automatically include additional days, extended operating hours or overnight retention.

25.3 Additional hire charges may apply where Equipment is retained beyond the agreed period.

25.4 Additional labour or operator charges may apply where the Client requests extended operating hours, earlier access, delayed pack-down or other work outside the agreed scope.

26. Prices, GST and Payment

26.1 Prices will be stated in the quotation or Booking Confirmation.

26.2 Unless otherwise stated, prices are [inclusive/exclusive] of GST.

26.3 A 20% booking deposit is required unless otherwise specified.

26.4 The Booking is not secured until the required deposit has been received and the Owner has confirmed the Booking.

26.5 Unless otherwise agreed, the balance is payable no later than 48 hours before delivery or the Event.

26.6 The Owner may withhold delivery or commencement of Services where required payment has not been received and cleared.

26.7 If delivery is rescheduled because payment was not received when required, additional delivery or administrative charges may apply.

26.8 The Owner may charge reasonable costs associated with recovering overdue amounts, subject to applicable law.

26.9 Quotes are valid for 14 days unless otherwise stated.

26.10 A quotation does not guarantee Equipment availability until the Booking is confirmed.

27. Booking Deposit

27.1 Unless otherwise stated, a 20% deposit is required to confirm a Booking.

27.2 The deposit will be applied toward the total Booking price.

27.3 The deposit is subject to the cancellation, rescheduling and consumer-law provisions of these Terms.

28. Cancellation by the Client

28.1 The Client may request cancellation of a Booking by notifying the Owner in writing.

28.2 Unless otherwise stated in the Booking Confirmation, the following cancellation charges apply:

14 or more Business Days before the Event:

The deposit is retained and the balance paid may be refunded, subject to reasonable non-recoverable costs already incurred by the Owner.

7 to 13 Business Days before the Event:

The Owner may retain up to 50% of the total Booking price.

2 to 6 Business Days before the Event:

The Owner may retain up to 75% of the total Booking price.

Less than 2 Business Days before the Event:

The Owner may retain up to 100% of the total Booking price.

28.3 These cancellation charges are subject to applicable law and do not apply to the extent prohibited or rendered unenforceable by law.

28.4 The Owner may, at its discretion, offer a credit or alternative date instead of a refund.

29. Government Restrictions and Venue Closure

- 29.1 If the Event cannot lawfully proceed because of a government restriction, public authority direction or mandatory Venue closure, the Client must notify the Owner as soon as reasonably practicable.
- 29.2 The parties may agree to reschedule the Booking subject to Equipment availability.
- 29.3 Where rescheduling is not possible, the Owner may provide a refund or credit after deducting reasonable non-recoverable costs already incurred, subject to applicable law.
- 29.4 The 20% deposit may be transferred to a credit for a future Booking where the Owner offers this option.

30. Weather Cancellation by the Client

- 30.1 If the Client wishes to cancel due to weather, the Client should provide at least 24 hours' notice where reasonably possible.
- 30.2 Weather cancellation by the Client remains subject to the applicable cancellation provisions.
- 30.3 The Owner may, at its discretion, offer a rescheduled date without additional hire charges where reasonable notice is provided and an alternative date is available.
- 30.4 If the Client elects to proceed with the Event despite forecast adverse weather and subsequently cancels after the Owner has commenced delivery, installation or attendance at the Venue, the Client may remain liable for the agreed Booking charges and reasonable costs already incurred, subject to applicable law.

31. Cancellation or Suspension by the Owner

- 31.1 The Owner may refuse, suspend, postpone or cancel the supply of Equipment or Services where:
- a. conditions are unsafe;
 - b. weather exceeds safe operating limits;
 - c. the Venue is unsuitable;
 - d. required access is unavailable;
 - e. required permits or approvals have not been obtained;
 - f. payment has not been received;
 - g. the Client materially breaches these Terms;
 - h. Equipment becomes unavailable due to circumstances outside the Owner's reasonable control; or
 - i. continued operation would reasonably expose persons or property to an unacceptable risk.
- 31.2 Where the Owner cancels a Booking for reasons within the Owner's reasonable control, the Owner will provide an appropriate refund or alternative remedy in accordance with applicable law.
- 31.3 Where cancellation results from circumstances outside the Owner's reasonable control, the consequences will be determined under the force majeure and applicable cancellation provisions.

32. Rescheduling

- 32.1 Requests to reschedule must be made in writing.
- 32.2 Rescheduling is subject to Equipment and date availability.
- 32.3 The Owner may charge reasonable additional costs arising from rescheduling, including transport, labour or third-party costs already incurred.
- 32.4 A rescheduled Booking may be subject to the prices and Terms applicable to the new date where the parties agree.

33. Refunds and Security Bonds

- 33.1 The Owner may require a refundable security bond before the Hire commences.
- 33.2 The bond may be applied against amounts properly payable by the Client arising from damage, loss, theft, cleaning, late return or other breach of these Terms.

33.3 Any unused balance of the bond will be returned after the Equipment has been inspected and all relevant charges determined.

33.4 Refunds may be made by the original payment method or another mutually agreed method.

34. Liability

34.1 Nothing in these Terms excludes, restricts or modifies any liability or right that cannot lawfully be excluded, restricted or modified.

34.2 Subject to clause 34.1, the Client is responsible for loss or damage arising from the Client's breach of these Terms, negligence, misuse of Equipment or failure to comply with reasonable safety instructions.

34.3 The Owner is not responsible for loss caused by:

- a. the Client's acts or omissions;
- b. use of Equipment contrary to instructions;
- c. Venue conditions;
- d. Client or third-party equipment;
- e. unauthorised modifications;
- f. failure of Client-provided power;
- g. weather or other environmental conditions outside the Owner's reasonable control; or
- h. acts or omissions of third parties.

34.4 Subject to applicable law, the Owner is not liable for indirect or consequential loss such as loss of profit, loss of revenue, loss of opportunity or loss of anticipated savings.

34.5 Nothing in these Terms limits liability for matters where such limitation is prohibited by law.

35. Client Indemnity

35.1 To the extent permitted by law, the Client indemnifies the Owner against reasonable loss, damage, liability, claim, cost or expense arising from:

- a. the Client's breach of these Terms;
 - b. the Client's negligence or wilful misconduct;
 - c. misuse of Equipment by the Client or persons under the Client's control;
 - d. unauthorised modification or relocation of Equipment;
 - e. failure to obtain required Venue or Event approvals;
 - f. infringement arising from Client-supplied content; or
 - g. acts or omissions of the Client's contractors, suppliers or attendees,
- except to the extent the relevant loss was caused by the Owner's negligence, breach of contract or other unlawful conduct.

36. Insurance

36.1 The Client should maintain appropriate insurance for the Event and its activities.

36.2 For commercial, public or higher-risk Events, the Owner may require evidence of public liability insurance before the Booking proceeds.

36.3 Where insurance is required, the Client must provide evidence of cover upon request.

36.4 The Client remains responsible for determining the insurance appropriate to its Event.

37. Safety and Right to Cease Work

37.1 Safety takes priority over continuation of an Event.

37.2 The Owner may immediately cease installation, operation or pack-down where it reasonably considers that a person, Equipment or property is exposed to an unacceptable risk.

37.3 The Client must cooperate with reasonable safety instructions issued by the Owner.

37.4 The Owner may remove personnel or Equipment from a Venue where a serious safety risk exists.

38. Force Majeure

38.1 The Owner is not liable for delay, failure or inability to perform its obligations to the extent caused by circumstances beyond its reasonable control.

38.2 Such circumstances may include:

- extreme weather;
- fire;
- flood;
- storm;
- natural disaster;
- pandemic;
- government action;
- civil unrest;
- industrial action;
- transport disruption;
- power failure;
- major equipment supply failure;
- acts of war; or
- other events outside the Owner's reasonable control.

38.3 The Owner will notify the Client as soon as reasonably practicable where a force majeure event materially affects the Booking.

38.4 The parties will use reasonable efforts to reschedule or otherwise mitigate the effects of the event.

39. Privacy

39.1 The Owner may collect personal information reasonably necessary to process Bookings, communicate with the Client, provide Equipment and Services, process payments, manage accounts and comply with legal obligations.

39.2 Personal information will be handled in accordance with applicable privacy laws and the Owner's privacy policy.

39.3 The Owner will not sell personal information to third parties.

39.4 Personal information may be disclosed where reasonably necessary to provide the Services, process payments, engage contractors, comply with legal obligations or protect the Owner's legitimate interests.

39.5 The Client should refer to the Owner's current Privacy Policy for further information about the collection, use, storage and disclosure of personal information.

40. Website and Third-Party Links

40.1 Information published on the Owner's website is provided for general information and may change from time to time.

40.2 The Owner is not responsible for the content of third-party websites linked from the Owner's website.

40.3 A link to a third-party website does not necessarily constitute an endorsement.

40.4 These Terms apply to Bookings and Equipment hire and are not accepted merely because a person browses the Owner's website.

41. Subcontractors and Employees

41.1 The Owner may engage employees, contractors or subcontractors to provide Equipment or Services.

41.2 The Owner remains responsible for its contractual obligations notwithstanding the use of contractors, subject to these Terms and applicable law.

42. Assignment

42.1 The Client must not assign or transfer its rights or obligations under a Booking without the Owner's prior written consent.

42.2 The Owner may assign or subcontract its rights or obligations where reasonably required to provide the Services.

43. Dispute Resolution

43.1 The parties should first attempt to resolve any dispute by good-faith discussion.

43.2 The Client should notify the Owner in writing of the nature of the dispute and provide reasonable details.

43.3 The parties will make reasonable efforts to resolve the dispute before commencing formal proceedings, except where urgent legal action is reasonably required.

43.4 Nothing in this clause prevents a party from exercising a statutory right or seeking urgent relief.

44. Governing Law

44.1 These Terms are governed by the laws of South Australia and applicable Commonwealth laws of Australia.

44.2 The parties submit to the jurisdiction of the courts of South Australia, subject to any mandatory jurisdiction imposed by law.

45. Severability

45.1 If any provision of these Terms is held to be invalid, void or unenforceable, that provision will be read down or severed to the extent necessary.

45.2 The remaining provisions will continue to operate to the extent permitted by law.

46. Waiver

46.1 A failure or delay by the Owner to exercise a right under these Terms does not constitute a waiver of that right.

46.2 A waiver must be expressly agreed in writing.

47. Entire Agreement

47.1 These Terms together with the applicable quotation, Booking Confirmation and invoice constitute the agreement between the Owner and Client concerning the Booking.

47.2 Any special conditions agreed in writing will apply to the extent they expressly modify these Terms.

48. Client Acknowledgement

By confirming a Booking, paying the required deposit, signing a hire agreement, accepting delivery or taking possession of Equipment, the Client acknowledges that:

- it has read and understood these Terms;
- it has provided accurate information concerning the Event and Venue;
- it understands its responsibilities regarding the Venue and Event;

- it understands that outdoor Events are subject to weather and environmental risks;
- it understands that Equipment must be used safely and only for its intended purpose;
- it understands that the Owner may cease installation or operation where safety requires it; and
- it accepts these Terms subject to any rights that cannot legally be excluded.