

AGREEMENT TO PROVIDE SERVICES

Cape Events

Last updated: May 2026

These terms and conditions ("**Terms**") are incorporated into the proposal which outlines the scope and cost of services to be provided ("**Proposal**").

These Terms, together with the Proposal, form the entire agreement between you ("**Client**", "**you**", "**your**") and M.L Watts & J.W Watts in Partnership Trading as Cape Events (ABN 43 762 133 916) ("**we**", "**us**", "**our**") for the provision of event lighting services, whether agreed via email, SMS or other written communication ("**Agreement**").

This Agreement is in relation to event lighting services provided by us, including the design, supply of equipment ("**Hire Items**"), delivery, installation, associated electrical works, and collection of equipment, together with all related services ("**Services**").

The Proposal sets out in detail the Hire Items, the Services, the cost ("**Price**"), the scheduled date for delivery and installation of the Hire Items ("**Delivery Date**") and the date we will collect all Hire Items.

1. BINDING CONTRACT

- 1.1. Subject to clause 1.3, this Agreement is entered into and will be binding on both parties when you pay a non-refundable booking retainer equal to **30%** of the Price ("**Booking Retainer**").
- 1.2. Until you have paid the Booking Retainer, we may at any time withdraw it by any means, including verbally, by email, SMS or letter to you.
- 1.3. The Proposal will be valid for **thirty (30) days**. We will not be bound under this Agreement and will have no obligation to you to supply the Services or Hire Items if you do not accept the Proposal within this timeframe.
- 1.4. This Agreement can only be accepted by both us and you.

2. TERMS OF PAYMENT

2.1. Payment Structure

Unless otherwise agreed in writing with you, payment is required as follows:

- The **Booking Retainer** is payable upon acceptance of the Proposal to secure your event date; and
 - The remaining balance, including any approved variations, is due **one (1) month prior to the Delivery Date**.
- 2.2. The **Booking Retainer** secures your event date and allows us to allocate resources, equipment, and planning to your event. By paying the Booking Retainer, you acknowledge and accept that the **Booking Retainer** is **non-refundable** unless specified in this Agreement.

- 2.3. The **Booking Retainer** is not transferable to another date (unless otherwise provided within this Agreement or as otherwise agreed with us in writing). Any change in Delivery Date constitutes a new booking, subject once more to this Agreement.
- 2.4. You acknowledge that as a result of securing your event date, we may suffer loss by declining other bookings for that date.
- 2.5. Where any Hire Items or Services require custom work, manufacturing, or specific requirements, full payment for those items may be required in advance, in addition to the **Booking Retainer**.
- 2.6. Payment can be made via bank transfer or credit card. Bank transfer is our preferred method.
- 2.7. If payment is not made in accordance with this Agreement, we reserve the right to withhold delivery and installation of the Hire Items and Services until payment is received. We are not responsible for any impact to your event resulting from late or non-payment.
- 2.8. If any payment remains outstanding, you agree to cover all reasonable costs incurred by us in recovering the amount owed, including debt collection fees, legal costs, and associated expenses.

2.9. **Price Adjustments (Variable Costs)**

You acknowledge that the Price is based on circumstances and information current at the date of the Agreement and that certain components of the Price are subject to change due to factors outside of our control.

These include, but are not limited to:

- transport and fuel costs
- labour and rigging requirements
- contractor and supplier charges
- site-specific or access-related requirements

We reserve the right to adjust the Price in line with changes to the cost of such components prior to final invoicing.

Any such adjustments will be communicated to you and reflected in the final invoice.

Once the final invoice has been issued, all pricing is fixed and not subject to further adjustment.

3. **SUPPLY, INSTALLATION & HIRE ITEMS**

3.1. **Supply & Installation Only**

All Hire Items are supplied as part of our Services, including delivery, installation, and collection. We do not offer dry hire.

We retain control over the installation, positioning, and dismantling of all Hire Items at all times unless otherwise agreed in writing.

3.2. Electrical Services

Where required, electrical installation and related works are carried out by suitably qualified and licensed personnel operating within our business.

All such works will be completed in accordance with applicable regulations and standards.

We are not responsible for existing site electrical infrastructure, power supply issues, or faults arising from systems not installed by us.

3.3. Delivery & Access

We will deliver and install the Hire Items on the Delivery Date to the address specified in the Proposal ("Site").

The Price for delivery and collection is based on:

- Site access, location, and timeframes as specified by you and confirmed by us; or
- Your representation that the Site is reasonably accessible for delivery, installation, and collection.

3.4. Client Responsibilities

You agree to:

- provide accurate and complete information regarding the Site, including access, restrictions, and any relevant floor plans;
- ensure safe and suitable access to the Site at the agreed times;
- provide all required power sources unless otherwise agreed; and
- ensure that the environment in which the Hire Items are installed is safe and suitable.

You acknowledge and agree that each of these obligations is an essential term of this agreement.

We are not responsible for delays, additional costs, or changes required due to inaccurate or incomplete information provided by you or where safe and suitable access is not available.

3.5. Changes & Variations

Any request to change the Hire Items or Services must be submitted in writing and approved by us.

We reserve the right to accept or decline changes at our discretion. Requests made within 7 days of the Delivery Date may be limited to additions only.

Additional costs may apply where changes result in increased labour, installation time, transport requirements, or equipment.

3.6. Responsibility for Hire Items

All Hire Items remain our property at all times.

While we retain control over installation and collection, you are responsible for ensuring that the Hire Items are not damaged, interfered with, or misused by guests, venue staff, or third parties during the period of hire.

You must not move, alter, or interfere with any installed Hire Items without our prior approval and you must immediately notify us of any malfunction of the Hire Items.

3.7. Damage or Loss

You will be liable for any loss of or damage to the Hire Items caused by guests, venue staff, or third parties during the event (excluding fair wear and tear or damage caused by us).

You agree to indemnify us for the cost of repair or replacement where such damage or loss occurs.

3.8. Availability of Hire Items

You acknowledge that Hire Items may be used by other clients prior to the Delivery Date for your event.

In the event that an item becomes unavailable due to damage or loss beyond our control, we will use reasonable endeavours to provide a suitable alternative. Where no alternative is available, a refund will be provided for that specific item.

4. DEFAULT EVENTS

4.1. You will be in default if:

- 4.1.1. You breach any of your obligations under this Agreement and fail to remedy such breach within **seven (7) days** of being requested by us to do so;
- 4.1.2. You breach any essential term of this Agreement;
- 4.1.3. Where you are a corporation, you become insolvent, are wound-up or go into Liquidation or you have an Administrator appointed to you or a Receiver appointed over any of your assets;
- 4.1.4. Where you are a natural person, you make an assignment for the benefit of your creditors or commit an act of bankruptcy under the *Bankruptcy Act* 1966 (Cth) or are declared bankrupt.

4.2. On the happening of a default event we may, without prejudice to any of our other rights either under this Agreement or at law and without previous notice to you, enter any Site where we believe the Hire Items to be located and re-possess them and you hereby agree not to make any claim or bring any action against us as a result of the re-possession of the Hire Items.

- 4.3. You agree to indemnify us and keep us indemnified against any loss or liability expense or cost which might be incurred by us in entering upon the Site and taking possession of the Hire Items or any item thereof. Such indemnity covers any liability to any third party for trespass or for damage to the Site occasioned through the entry upon the Site, the repossession of the Hire Items or their removal from the area.

5. WARRANTIES

- 5.1. We warrant to you that the Services will be provided using reasonable care and skill, however, subject to any condition, warranty or right implied or imposed by the Competition and Consumer Act 2010 (Cth) (CCA) or any other law which cannot by law be excluded by agreement, or any express provision in this Agreement, we give no warranties regarding the Services supplied and all other implied or imposed conditions, warranties and rights are excluded. Where any condition, warranty or right is implied or imposed by law and cannot be excluded, we limit our liability for breach of that implied or imposed condition, warranty or right to the fullest extent permitted by law.
- 5.2. Subject to the qualifications in section 64A of Schedule 2 of the CCA or any other law, our liability for any breach of any implied or imposed condition, warranty or right in connection with the Services is limited to one or more of the following (at the election of us):
- 5.2.1. The supply to you of the Services again; or
- 5.2.2. The payment of the costs of supplying the Services again.

6. LIMITATION OF LIABILITY

- 6.1. Our liability is limited as follows:
- 6.1.1. We are not liable to you for any loss or damage which you might sustain as a consequence of you ordering the wrong Hire Items or insufficient quantities of the Hire Items or where the Hire Items are hired for a purpose which is outside of the Hire Items' function.
- 6.1.2. We will have no liability where the Site is not prepared for the delivery and installation of the Hire Items on the Delivery Date.
- 6.2. To the extent that the Australian Consumer Law allows, we provide the Services on an "as is" and "as available" basis and disclaim all representations, warranties and conditions of any kind, whether express, implied, statutory or otherwise with respect to the Services (including all information contained therein), and including any implied warranties of merchantability, fitness for a particular purpose, non-infringement, title or ownership.
- 6.3. Subject to clause 7.2 above, we accept no responsibility and are not liable for any direct or indirect, special loss or damage or injury to any person, corporation or other entity in connection with this Agreement or the Services, howsoever caused save for the event we have contributed to such loss or damage or injury.

- 6.4. We will not be liable to you or any other person for any liability or claim of any kind whatsoever arising directly or indirectly (whether under statute, contract, tort, negligence or otherwise) in relation to any indirect or consequential loss (including but not limited to any loss of actual or anticipated profits, revenue, savings, production, business, opportunity, access to markets, goodwill, reputation, publicity, or use) or any other remote, abnormal or unforeseeable loss or any similar loss whether or not in the reasonable contemplation of the parties.
- 6.5. To the maximum extent permitted by law, you will indemnify us against any liability arising from or in connection with:
- a. Any act or omission by you;
 - b. Any breach of these terms; and
 - c. Any third-party claim against us;

arising from or in conjunction with this Agreement, but this indemnity will be reduced proportionately to the extent the liability was caused by our negligence.

7. CANCELLATION AND POSTPONEMENTS

We understand that plans can change and we will always work with you where possible. The following terms outline how cancellations and postponements are managed.

7.1. Cancellation by Client

You may cancel your booking at any time, by notifying us in writing and by doing so, you forfeit the **Booking Retainer**.

7.2. Cancellation Fees

Where you choose to cancel your booking, the following applies:

Notice Given	Cancellation Schedule
More than 1 month prior to the Delivery Date	Booking Retainer is retained
Within 1 month of Delivery Date	100% of total Price is retained/due

7.3. Postponements

We will use reasonable endeavours to accommodate a request to postpone your event date, subject to availability.

In the event of a postponement, the following applies:

Notice Given	Postponement Schedule
More than 1 month prior to the Delivery Date	All payments received will be transferred to the new date
Within 1 month of the Delivery Date	Postponement may be accommodated; however, a new Booking Retainer will apply

7.4. Postponement Conditions

Notwithstanding the above, postponements are limited to one (1) change of date and must be rescheduled within twelve (12) months of the original Booking Date.

Requests beyond this timeframe may incur additional fees and will be subject to availability.

7.5. Weather

You are required to have a suitable inclement weather plan which allows for an indoor option.

Refunds will not be provided where weather impacts your event, unless such weather event falls within the definition given in Clause 8. In those instances, the remedy in Clause 9 will apply.

Where you elect to cancel or postpone your event due to weather, this will be treated in accordance with our cancellation and postponement terms outlined above.

7.6. Cancellation by Us

We reserve the right to terminate this Agreement between the parties where you are in breach of this Agreement, including but not limited to non-payment.

In such circumstances, you will be responsible for all costs and expenses incurred up to the date of termination.

8. FORCE MAJEURE

- 8.1. We will not be liable or responsible for any failure to perform, or the delay in performance of, any of our obligations under the Agreement that is caused by any act or event beyond our control (**'force majeure circumstances'**). Examples include, but are not limited to, acts of God, lightning, storm, flood, fire, epidemic, warfare, government laws or regulations, electrical fire, industrial action.
- 8.2. If a genuine force majeure circumstance occurs and means that the performance of our obligations under the Agreement has become impossible, we will contact you as soon as reasonably possible to notify you. The provision of the Services will be suspended and the time for performance of our obligations under the Agreement will be extended for the duration of that force majeure circumstance. This clause does not apply in circumstances where an event outside of our control occurs, but the circumstances still make the booking possible (notwithstanding any inconvenience or hardship).

- 8.3. If you cancel the Services or wish to vary the Agreement because the alleged event outside of our control causes mere inconvenience or changes the booking in a manner that does not suit you, any fees and charges that are deemed *non-refundable* remain so and we are only obliged to use our reasonable endeavours to provide an alternative date.
- 8.4. In genuine force majeure circumstances, we will endeavour to arrange a new time and date for the provision of the Services after the event outside of our control is over. Parties must use all reasonable endeavours to mutually agree on a new date, but if the parties are unable to agree on an alternative date, we will treat the Agreement as being terminated by you at will and all monies paid to date, including the Booking Retainer, will be retained. In force majeure circumstances, where an alternative date can be mutually agreed, we will credit, where possible, any amount paid already for that new date.
- 8.5. If you choose to have the Services rescheduled to an alternative date and an event beyond our control is reasonably foreseeable on that date, then the Agreement is varied at your own risk, and we will not be liable for any loss suffered by you due to any inability to provide the Services on that alternative date Services. We are under no obligation to provide a further date as a result of any cancellation or postponement.

9. GST

If, and to the extent, any supply of the Goods under the Agreement is a taxable supply within the meaning of the A New Tax System (Goods and Services Tax) Act 1999 (Cth), the price for the Goods will be increased to include GST payable by the Supplier in respect of the supply. All rebates, discounts or other reductions in price will be calculated on the GST exclusive price.

10. NO SALE AND ACKNOWLEDGEMENT OF OWNERSHIP

- 10.1. This Agreement includes the hire of equipment as part of the Services and does not constitute or give rise to any sale of the Hire Items to you, any hire purchase agreement or arrangement with you or any leasing agreement that contains an option to purchase the Hire Items. The relationship between us and you is limited to a relationship of owner and bailee in respect of the Hire Items.
- 10.2. You acknowledge that we are the sole exclusive owner of the Hire Items.
- 10.3. Nothing in this Agreement confers any right or option on you to purchase the Hire Items or any part of them.

11. PRIVACY

By engaging us to provide our Services, you acknowledge that you have read our Privacy Policy, which can be found on our website.

12. JURISDICTION

This Agreement and any dispute relating to the same are governed exclusively by the laws of **Western Australia**. Any legal proceedings relating to them can only be taken in courts with jurisdiction in **Western Australia**.

13. SEVERABILITY AND WAIVER

13.1. If the whole or any part of a provision of this Agreement is or becomes invalid or unenforceable under the law of any jurisdiction, it is severed in that jurisdiction to the extent that it is invalid or unenforceable and whether it is in severable terms or not. This does not apply if the severance of a provision of this Agreement in accordance with that clause would materially affect or alter the nature or effect of the parties' obligations under this Agreement.

13.2. Our failure to exercise or enforce any one or more of our rights under this Agreement will not constitute a waiver of such rights unless such waiver is granted to you in writing.

14. AUTHORITY OF PARTIES

This Agreement is deemed to be entered into by each person named in the Proposal. Where any person enters into this Agreement on behalf of any other person, that person acknowledges and warrants that they have the authorisation to enter into the Agreement on behalf of the other person. In doing so, they also warrant that the other person has read and understood this Agreement prior to providing permission to accept.