

# Flogo Information Pack



## 1. Requirements

The site must meet the following requirements to provide a safe and successful operation of the Flogo. Without meeting these requirements, we are not able to provide our services. We advise showing these to venue managers, event organisers or any other relevant parties prior to payment and acceptance of our documents.

### Minimum Operation Area

The following areas must be free from obstructions and hazards:

1. 2.5m x 2.5m (Indoor operation)
2. 4m x 4m (Outdoor operation)
3. Ceilings must be at least 3 metres high.

### Power

For outdoor operation, where there is no power available, you must hire a power generator from us. We do not accept other power generators to ensure that our equipment is running safely and there are no disappointments from insufficient power on the day.

For indoor and outdoor operations, where there is power available, the following apply:

1. 2x available mains power outlets that are in safe and working order. No power boards.
2. 2x 25 metre power extension leads must be able to reach the power outlets (We supply these). The leads must not create a hazard so ensure that there is enough space for them to lay on the floor safely.

### Flogo Foam

Items that can potentially destroy the Flogo shapes or bring them down must not be operational during the hire period. For example, fans. Air conditioning is acceptable.

The Flogos foam is extremely dry and therefore leaves hardly any wet marks on walls or ceilings.

### Noise

Ensure sound levels of around 70 decibels are acceptable for the location. This is an estimation only. The sound measurement was conducted within a 2 meter range from the equipment and may not be exact.

### Safety

Safety barriers will be setup at the perimeter of the operation area.

1. The operation area must be clear of hazards, including any persons while setting up and taking down our equipment.
2. We will stop operation at any given time if we believe that there is a risk of children coming into the operation area or risk of injury.
3. Strictly no entry within the operation area for anyone other than our staff.

## Vehicle Access

Our vehicle requires a 2.1m height clearance and we must have enough area on the side or rear to be able to unload or load our equipment comfortably.

If we believe that the operation area is too far from our vehicle, you must provide transport for our equipment and staff. This is due to the size and weight of our equipment, For example, a big festival ground that may require us to walk a long distance to reach the desired location.

## 2. FAQ

### How do Flogos work?

Flogos use helium, air, water and Flogo liquid to develop the foam through heads on the bottom of the water storage container. Once the foam rises past the stencil, it forms into the stencil shape and an arm that automatically swings at set intervals cuts the foam so it releases into the atmosphere. Here are some examples:

1. Thicker Flogos – Use a combination of more helium, air and extend the cutting time, or, solely extend the cutting time.
2. Slower floating Flogos – Supply more air and if required, less helium.
3. Faster floating Flogos – Supply more helium and if required, less air.
4. Floating positions – One of the cool things about Flogos is that you can adjust the floating positions. So if you want the Flogos to float upright, we can just adjust the settings to supply more helium to the top two heads and less to the bottom.

### What is included in a standard hire?

Apart from the amazing effects, we include:

1. 1x “Stock Selection” stencil – “Stock Selection” stencil refers to stencils that are not custom and stocked in our inventory.
2. 1x Flogo technician
3. A trestle table with a black table cover is setup to hide our equipment from view as much as possible.
4. Enough helium to provide basic settings for the period of hire.

### Is Flogo foam safe?

The Flogo foam is considered safe and environmentally friendly for its use. An MSDS is available upon request.

### Can wind and rain destroy the Flogo shapes?

Flogos can withstand wind conditions of up to 20km/h and light rain conditions. We cannot guarantee the direction they travel or the path they follow.

### Can you make coloured Flogos?

Coloured Flogos are possible with a dye. Unfortunately, we do not provide this as an option due to the dye staining anything it touches.

### 3. Upgrades

With the Flogo, not only do we have numerous upgrades but we are also open to requests, so please do not hesitate to ask if you want to customise your hire in a way not listed here.

#### Flogo Custom Stencil Design Service

Get a custom stencil designed by our in-house design team where we will design a stencil of your company logo or creative design. Excellent for advertising or being unique. You are able to choose one of our “Stock Selection” stencils for us to use and we include free stencil switching every 15 minutes.

#### Flogo Additional Stock Stencil Upgrade

Purchase this upgrade to hire an additional stock stencil. Excellent if you want to mix things up a little. We also include free stencil switching every 15 minutes.

#### Flogo Effect Upgrades

When hiring a Flogo, as part of standard hire, we include basic settings. These provide a wonderful display but upgrading allows us to tweak the settings more to provide thicker, faster floating Flogos or a combination of both. The higher the settings, the more helium we need to use.

Flogo effect upgrades available include:

1. Medium settings
2. High settings
3. Maximum settings

You purchase these upgrades at a per hour basis. On a quote, one hour of use will equal to one quantity. You can also specify the times you want us to use the settings.

#### Stencil Switching Upgrades

Available for purchase when you hire two or more stencils and you require us to switch stencils at a more constant rate than every 15 minutes.

### 4. Custom Stencils

We require, at the very least, a description of the stencil you desire no less than 1 week before your hire date.

#### Recommendations

We recommend sending a sketch or image of the custom stencil that you want and give as much information as possible to achieve the desired outcome. Outlines of an image would be preferable. We accept the following file extensions:

1. jpeg
2. png
3. pdf
4. bmp
5. ai
6. psd
7. indb

While we will try our best, we cannot guarantee the outcome of the Flogos to be identical to an image or sketch and you will not hold us liable nor responsible for outcomes that may differ. There are no revisions or changes.

### **Ownership**

When you pay for the custom stencil, you are paying for the service of designing the stencil only, not for ownership of the stencil. We may advertise the stencil as part of our "Stock Selection" after the hire period if it does not represent a company logo or intellectual property.

We reserve the right to charge for a new custom stencil design for future hires if we have not kept a custom stencil stored. Where rescheduling may occur, we will keep it aside to use on a mutually agreed rescheduled date.

**TERMS OF HIRE** – to be attached to quotation

These Terms of Hire (**Terms**) are between VIP Event Hire Pty Ltd ABN 71 601 513 795 (referred to as “**Supplier**” “**we**”, “**us**” or “**our**”) and you, the person, organisation or entity (referred to as “**Customer**” “**you**” or “**your**”) that hires party equipment from us, (referred to as “**Goods**”).

We and you are referred to in these Terms collectively as the “**Parties**” and each a “**Party**”. These Terms apply to all hires made by us to you and are also available to view on our website at [www.flogohire.com.au](http://www.flogohire.com.au).

**These Terms form the agreement under which we will hire Goods to you. Please read these Terms carefully.** You accept these Terms by accepting our quotation for the delivery, installation, hire, maintenance and/or removal of the Goods (**Services**) either verbally or in writing, or by clicking an acceptance link, or by signing and returning a copy of our quotation, or by paying the deposit requested, or on the Goods being delivered to you. The delivery of the Goods to you or your acceptance of our quotation indicates that you have had sufficient opportunity to read these Terms and contact us with any changes you may require, and that you have read, accepted and will comply with these Terms. If you do not agree to these Terms, you should not hire from us. We only supply Services within Australia to Customers 18 years or over. You warrant that you are 18 years or over.

## 1. Hire of goods

- 1.1 The period of hire starts at the time and date set out on our quotation, and ends at the time and date set out on our quotation, or, if there are difficulties with collection that are not caused by us, then at the time and date that the Goods are collected from the Customer’s premises by us. The Customer acknowledges that the Goods remain at all times the property of the Supplier and will not sell, transfer, assign, lease, pledge, encumber, mortgage, part with possession or deal with the Goods in any other manner which may affect the Supplier’s ownership of them.
- 1.2 The Supplier will use its best endeavours to accommodate the Customer’s requests for changes to start date and time and days of hire, subject to availability of Goods.

## 2. Requirements for use of goods

- 2.1 The Customer acknowledges that there are minimum requirements for the use of some Goods. In particular Flogo hire will be also subject to the requirements set out in the Flogo Information Pack, a copy of which is attached to these Terms.

## 3. Price and payment

- 3.1 The Customer agrees to accept the Services from the Supplier at the price including any deposit and delivery charges specified in the Supplier’s quotation (**Price**). All amounts are stated in Australian dollars and are inclusive of GST, which the Customer agrees to pay in addition to the Price. The Customer acknowledges that prices may be subject to surcharges during times such as public holidays. Delivery charges will be separately shown.
- 3.2 A deposit as stated in our quotation must be paid in the manner and by the due date stated on the quotation. The balance of the Price must be paid prior to the delivery date stated on the quotation. The deposit is generally non-refundable, except in the circumstances stated in clause 6. In some cases, we may require full payment by the due date stated on the quotation and in that event, at least 50% of that payment will generally be non-refundable, except in the circumstances stated in clause 6.
- 3.3 The Supplier may charge interest on any monies overdue calculated daily at the rate of 1% per month on any amounts overdue, compounding monthly at that rate before and after any judgment.
- 3.4 If payments are overdue, the Supplier has the right to engage debt collection services for the collection of unpaid and undisputed debts, and the right to commence legal proceedings for any outstanding amounts owed to the Supplier. The Customer acknowledges and agrees that it is liable for and will pay all costs including debt collection, commission, legal fees and any out of pocket expenses, and that the Supplier may place a default against the Customer with a credit reporting agency. The Customer will indemnify the Supplier for the full amount of the Supplier’s legal and debt recovery costs.
- 3.5 If payments are overdue, the Customer grants the Supplier the right to access the Customer’s

premises where the Goods are situated at any time for the purpose of repossessing the Goods.

#### 4. Delivery and risk

- 4.1 The Customer must advise the Supplier of the delivery address and all relevant information concerning access to the delivery premises prior to delivery and this information will appear on our quotation. Loading dock bookings (if any) must be made by the Customer.
- 4.2 The Supplier is solely responsible for arranging delivery to the Customer unless otherwise agreed with the Supplier, and will bear the risk of damage in transit.
- 4.3 If the Supplier has a technician stay for the duration of the hire, that person will be present to operate the equipment and the Customer must ensure that their directions are followed at all times.

#### 5. Collection of goods

The Supplier will collect the Goods from the delivery location at the end of the hire period. If access is not available at the time the Supplier arrives to collect the Goods the Customer may be charged an additional collection fee.

#### 6. Termination

- 6.1 In the event that you are not able to supply or do not comply with the minimum requirements stated in the attached Flogo Information Pack, we may terminate the hire.
- 6.2 If the delivery and access information you have given is not correct, or a loading dock booking (if any) is not made by you and/or you are not available at the delivery location at the time our technician arrives to deliver the Goods, we may terminate the hire.
- 6.3 If during the period of the hire our technician in their discretion thinks that their safety directions are not being followed, they may terminate the hire.
- 6.4 If we terminate the hire pursuant to clauses 6.1- 6.3 we may decide not to refund any deposit paid and to seek recovery of any additional damages from you. In the event that you have paid us the full Price we may retain up to 100% of the Price as is necessary for us to recoup our damages. In circumstances where

we have attempted delivery we may also charge a delivery fee.

- 6.5 We do not normally allow cancellation due to adverse or inclement expected or actual weather conditions. If we do have to reschedule the hire for that reason or if the hire is interrupted and needs to be completed on another day, there may be additional costs incurred.
- 6.6 If we are prevented from providing the Services by events beyond our control, including but not limited to theft of, or damage to, or breakdown of the Goods, and there are no other suitable replacement goods available to substitute for the Goods, we may terminate the hire and will refund all payments received for Services that have not been rendered. The Supplier will not be liable for any loss or damage suffered by the Customer as a result of the termination of the hire by the Supplier pursuant to this clause.

#### 7. Exclusions and limitation of liability

- 7.1 To the extent permitted by law, the Supplier excludes all express or implied representations, conditions, guarantees and terms relating to the Goods and these Terms, except those set out in these Terms, including but not limited to implied or express guarantees, warranties, representations or conditions of any kind which are not stated in these Terms.
- 7.2 To the extent permitted by law, the Supplier's total liability arising out of or in connection with the hire of the Goods, the provision of the Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, is limited to us re-supplying the Services to you or, at our option, refunding to you the total Price that you have paid us.

#### 8. Consumer law & disclaimers

- 8.1 **Consumer guarantees:** If you are a consumer as defined in the Australian Consumer Law (ACL) the following notice applies to you: *"Our Services come with warranties and guarantees that cannot be excluded under the ACL. You are entitled to a replacement or a refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are entitled to have our Services remedied if*

*they are not rendered with due care and skill or they are not fit for purpose and the failure does not amount to a major failure."*

- 8.2 **Disclaimer and indemnity:** We provide no guarantee or warranty that hiring our Goods will produce any particular outcome or result. The Customer must also ensure that it complies in full with the requirements in the attached Flogo Information Pack including with regard to any custom stencils that may be required to be created in connection with the hire. The Customer releases and indemnifies the Supplier, and the Supplier disclaims any and all liability for any loss of and/or damage to property or injury or death to persons whatsoever caused to or by the Goods after the Goods are delivered to the Customer or its representative except to the extent that arises from the negligent act or omission of the Supplier. We are not liable in any circumstances whatsoever for loss of or damage to or loss and/or damage caused to persons or property by items that you have supplied to us for the purposes of the hire and you agree to hold us harmless and indemnify us in that regard.

## 9. General

- 9.1 **Refusal and set off:** The Supplier reserves the right to refuse hire of the Goods, and to withhold and set off from any monies otherwise owing to the Customer any debt or monies due from the Customer on any account whatsoever and have recourse to any security provided by the Customer.
- 9.2 **Notice:** Any notice in connection with these Terms will be deemed to have been duly given when made in writing and delivered or sent by email or post to the Party to whom such notice is intended to be given or to such other address or email address as may from time to time be notified in writing to the other Party.
- 9.3 **Waiver:** Any failure by a Party to insist upon strict performance by the other of any provision in these Terms will not be taken to be a waiver of any existing or future rights in relation to the provision. No waiver by the Supplier of any of these Terms shall be effective unless the Supplier expressly states it is a waiver and the Supplier communicates to the Customer in writing.

- 9.4 **Governing law and jurisdiction:** These Terms are governed by the laws of New South Wales and the Commonwealth of Australia. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in New South Wales.