

**Electrify Pyrotechnics LIMITED**  
**TERMS AND CONDITIONS FOR DISPLAYS**

**1. GENERAL**

1.1 In these Conditions the following words have the following meanings:

“we”, “us”, “our”	Electrify Pyrotechnics Limited or its proprietor or any associated company
“Quotation”	the quotation given by us for carrying out the Display
“you”, “your”	the person, firm or company identified on the Order/Detail form
“Contract”	the contract between you and us for the provision of the Display
“Display”	the fireworks display and associated services to be provided by us

1.2 These Conditions are the only terms and conditions under which we are willing to supply the Display to you. These Conditions can only be modified as set out in these Conditions or by a variation in writing signed by a director of us.

1.3 These Conditions (including any documents referred to within them) contain all the terms on which we supply the Display to you. They supersede any prior promises, representations (except fraudulent misrepresentations), undertakings or implications made.

1.4 Where you are a private consumer, nothing in these Conditions shall detract from your statutory rights.

1.5 These Conditions do not create any right enforceable by a person not a party to them.

1.6 Any order placed by you or Quotation given by us shall not constitute a binding contract. The Contract is only formed when we issue an acceptance of order in writing to you.

**2. DISPLAY**

2.1 Subject to these Conditions and to you performing your obligations under them, the Display will be held on the date specified on our Order/Detail form.

2.2 The precise content of the Display and fireworks used in it will be as determined by us taking into account your budget, the nature of the event in question and the situation and circumstances of the event as per the risk assessment we will carry out prior to the Display. Whilst we will endeavour to take account of any specific requests made by you we reserve the right to alter the precise content of the Display in our absolute discretion without notice to you (for instance due to availability or safety factors) subject to remaining within the price agreed.

**3. INSURANCE AND EVENT SAFETY**

3.1 We will take out appropriate insurance to cover the risk of loss, damage or injury resulting from the fireworks or any negligent act on our behalf in providing the Display. We will notify the Civil Aviation Authority of the Display if appropriate.

3.2 You are responsible for taking out appropriate insurance in respect of the event in question and for making all other arrangements necessary in respect of the event including but not limited to:

3.2.1 Crowd control;

3.2.2 Obtaining any necessary consents or permissions for the holding of the Display; and

3.2.3 Notifying the appropriate police, fire and local authority services of the Display.

3.3 You agree to indemnify and keep us fully and effectively indemnified against any loss, damage, claim or liability which we may suffer or incur as a result of any breach by you of these Conditions or any other act or default on your part.

3.4 Except in respect of death or personal injury caused by our negligence on which no limit is placed, our maximum liability to you whether under this Contract, in negligence or otherwise shall not exceed £10 million.

**4. PRICE AND PAYMENT**

4.1 The price for the Display shall be as stated on our Quotation.

4.2 The price is payable as follows:

4.2.1 25% upon acceptance of the Contract by us;

- 4.2.2 75% no later than 14 days prior to the date of the Display.
- 4.2.3 Special terms are available for local authorities and government bodies, or by special arrangement, in such cases terms will be agreed in writing
- 4.3 The Contract price is exclusive of value added tax or any similar taxes, levies or duties, which will be added to or charged on invoices at the appropriate rates.
- 4.4 If any payment that is to be made by you to us is overdue, interest will be chargeable on the sum due before and after judgment on a day to day basis at an annual rate of 8 per cent above the Bank of England base rate from time to time applicable, until the sum due is paid.
- 4.5 Where any sum owed by you to us under this or any other Contract is overdue we reserve the right to suspend the Display and the making of preparations for it until arrangements as to payment or credit have been established which are satisfactory to us.
- 4.6 In the event of a cancellation any costs incurred by Electrify Pyrotechnics Ltd for site visits, travel, meetings and preparation of documents can be reclaimed.

## 5. CANCELLATIONS AND REFUNDS

- 5.1 Once a Contract has been entered into, you are only allowed to cancel the Display by giving us notice in writing and subject to the following Conditions.
- 5.2 In the event of cancellation by you under Condition 5.1, you will be liable for payment of the price in accordance with the following scale:

<b>Date of receipt by us of cancellation notice</b>	<b>Amount payable by you</b>
14 days or more prior to Display date	10% - 50% of price **see explanatory note below**
1 - 13 days prior to Display date	50% - 75% of price
1 day prior to Display date	75% of price
Day of Display	100% of price

\*\*In many circumstances a lot work is started many weeks or months before a show, this would include a site visit, preparation of safety documents, liaising with venue via phone and email and contacting other third parties. In addition preparation of the show may have also been started along with the reservation of stock and ordering of additional materials required for the show. The range of the price refunded is due to these various possibilities, in the event of a refund the amount will be accompanied by a job sheet detailing the work carried out.\*\* Please note that firework displays carried out at our partner venues will only be liable to 10% of the price (when cancelled 14 days or more before the event) unless we have incurred additional costs for exceptional reasons.

- 5.3 Once a contract has been entered into any costs incurred will be chargeable and can be reclaimed, this includes but is not limited to travel costs for site visit or visits, time for the preparation of documents and risk assessments and administrative costs incurred to include office time and stationery. Any costs incurred for third party supplies or hired equipment will also be passed on at cost.
- 5.4 In the event that the Display needs to be cancelled by us due to bad weather or other circumstances beyond our reasonable control we will endeavour to agree with you an alternative date for the Display. If an alternative date for the Display cannot be agreed or is impracticable then you will be liable only for 75% of the price.
- 5.5 In the event that the Display needs to be cancelled due to safety factors beyond the reasonable control of both you and us, you will be liable only for 75% of the price
- 5.6 A refund of the deposit and any other part of the price paid already paid by you will only be given by us if due in accordance with conditions 5.2, 5.3, 5.5 or 5.5
- 5.7 Except as set out above, we do not accept liability for any failure or cancellations due to circumstances beyond our reasonable control. Non-exhaustive illustrations of such circumstances are adverse weather conditions, Acts of God, fire, floods, strikes, Government action or regulations, delays by suppliers, accidents, shortage of materials, labour or manufacturing facilities.
- 5.8 If you become subject to bankruptcy proceedings, enter into any voluntary arrangement with your creditors, becomes subject to an administration order, have a petition presented or an order made for your winding-up, have a receiver, administrator or administrative receiver appointed over all or any part of your undertaking or assets, go into liquidation or cease or threaten to cease to trade, then without prejudice to any other remedy available to us, we shall have the right to cancel the Contract or suspend further deliveries under the Contract without any liability to you. If the Display has been carried out but not paid for, the price shall become immediately due and payable, notwithstanding any previous agreement or arrangement to the contrary.

**6. SET-OFF**

6.1 You will have no right of set-off statutory or otherwise.

**7. GOVERNING LAW**

7.1 The Contract is governed by English Law and the parties submit to the exclusive jurisdiction of the English Courts.

Note : Our prices are calculated on the basis that the above Conditions will apply. If you require prices to be quoted on a different basis you should inform us.