

Fantazia Fireworks Ltd

Terms and Conditions for Displays

1. General

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

- **“we”, “us”, “our”**: Fantazia Fireworks Ltd or its proprietor or any associated company
- **“Quotation”**: the quotation provided by us for carrying out the Display
- **“you”, “your”**: the individual, firm, or company identified on the Order/Detail form
- **“Contract”**: the agreement between you and us for the provision of the Display
- **“Display”**: the fireworks display and related services to be provided by us

1.2 These Conditions outline the terms under which we agree to supply the Display. Any modifications to these Conditions must be explicitly agreed upon in writing and signed by a director of our company.

1.3 These Conditions, along with any referenced documents, constitute the complete agreement between you and us regarding the Display. They replace any prior agreements, representations, or understandings, except for fraudulent misrepresentations.

1.4 If you are a private consumer, your statutory rights remain unaffected by these Conditions.

1.5 These Conditions do not confer any rights on third parties not directly involved in the Contract.

1.6 The Contract is established only when we issue a written acceptance of your order.

2. Display

2.1 Subject to these Conditions and your adherence to them, the Display will occur on the date specified on our Order/Detail form.

2.2 The content and fireworks used in the Display will be determined by us based on your budget, the nature of the event, and the specific circumstances. While we will consider any special requests, we reserve the right to adjust the content for safety, availability, or other reasons, while staying within the agreed price.

3. Insurance and Event Safety

3.1 We will secure appropriate insurance to cover risks related to the fireworks and any negligence on our part during the Display. We will also notify the Civil Aviation Authority if necessary.

3.2 You are responsible for obtaining insurance for the event and making all necessary arrangements, including but not limited to:

- 3.2.1 Managing crowd control
- 3.2.2 Securing any required consents or permits for the Display (unless pre-agreed with us to do so on your behalf).
- 3.2.3 Informing the relevant police, fire, and local authorities about the Display

3.3 You agree to indemnify us against any loss, damage, claim, or liability arising from your breach of these Conditions or any other actions on your part.

3.4 Our maximum liability to you, except for death or personal injury caused by our negligence, is limited to £10 million.

4. Price and Payment

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

4.2 Payment terms are as follows:

- 4.2.1 25% upon acceptance of the Contract
- 4.2.2 75% no later than 7 days before the Display
- 4.2.3 Special arrangements may be made for local authorities and government bodies, with terms agreed in writing

4.3 The Contract price excludes VAT and any similar taxes, which will be added to invoices at the applicable rates.

4.4 Overdue payments will incur interest at an annual rate of 8% above the Bank of England base rate until paid.

4.5 We reserve the right to suspend the Display and related preparations if any payment is overdue, until satisfactory payment arrangements are made.

4.6 In the event of cancellation, any costs incurred by Fantazia Fireworks Ltd for site visits, travel, meetings, and document preparation can be reclaimed.

5. Cancellations and Refunds

5.1 You may cancel the Display by providing written notice, subject to the following terms:

Notice Period Before Display Date Amount Payable

14 days or more	10% of price (see note below)
1 - 13 days	35% of price
1 day	75% of price
On the Display date	100% of price

Note: Much of the preparatory work for a show, including site visits, safety document preparation, and stock reservation, begins weeks or months in advance. The refund amount will vary based on these factors, accompanied by a job sheet detailing the work done.

5.2 Any costs incurred prior to cancellation will be chargeable, including travel, document preparation, and third-party supplies.

5.3 If we cancel the Display due to bad weather or circumstances beyond our control, we will work with you to reschedule. If rescheduling is not possible, you will be liable for 15% of the price.

5.4 If the Display is cancelled due to safety concerns beyond both parties' control, you will be liable for 15% of the price.

5.5 Refunds will only be issued as per conditions 5.1 to 5.4.

5.6 We are not liable for cancellations due to events beyond our control, such as adverse weather, Acts of God, or government actions.

5.7 If you become subject to bankruptcy or insolvency proceedings, we may cancel the Contract or suspend further deliveries without liability.

6. Set-off

6.1 You have no right of set-off against our claims under the Contract.

7. Governing Law

7.1 The Contract is governed by English Law, and disputes will be settled in the English Courts.

Note: Our prices are based on these Conditions. If you require a different basis for pricing, please inform us.