

**General** The Company shall mean Phenomenal Fireworks Ltd Limited or its proprietor or any associated Company.

The list of associated companies includes but is not limited too MDL Fireworks, 1<sup>st</sup> Galaxy Fireworks, Britannia Fireworks.

On Booking a display The Company will provide a spectacular firework display on the given date and time at the given location. In return Phenomenal Fireworks shall receive payment from the client at the rate agreed in the form of either a deposit and balance arrangement or full payment, either way with full payment prior to the display date (unless otherwise agreed in writing beforehand)

**Cancellation Terms** In the very unlikely event that the display is cancelled or cannot be fired we reserve the right to charge for costs incurred up to the point in time of cancellation. Our standard terms are as follows, unless otherwise agreed in writing:

- Up to 30 Days prior to the event 25% retained/payable
- Up to 1 Week prior to the event 35% retained/payable
- Up to 2 Days prior to the event 40% retained/payable
- Display date before crew set out 60% retained/payable
- Display date, after arrival 70% retained/payable
- Display date after rigging/setup 80% retained/payable
- Display date after firing has started 100% retained/payable

Please note – on writing, we have never had to cancel a display due to safety concerns or weather conditions.

**Limit of liability** Whilst Phenomenal Fireworks shall do everything possible, including alteration of the display, movement of the firing site and/or the audience, in order to avoid cancellation due to the weather; Phenomenal Fireworks shall not be liable for any cancellation for any reason including weather or safety concerns or alteration of site layout or expected audience location. In the event of any refund, the limit of Phenomenal Fireworks liability shall be no greater than the contract value. Phenomenal Fireworks shall not be liable for any direct, indirect or consequential loss. Phenomenal Fireworks shall not be liable for any delays or changes to the agreed site, location, conditions or security outside of our control.

**Firewriting and additional extras** Firewriting is very weather dependant. It is Phenomenals policy to work as hard as possible to provide the display and any extras ordered by clients. In the unlikely event that weather or site conditions prohibit the extras ordered we will add extra fireworks to the same value.