



Terms and Conditions

1.0; Payment.

Payment can be made by any of the three following ways;

- 1.1 **Cash**: - on receipt of deposit payment, display and date will be secured subject to venue approval.
- 1.2 **Cheque**: - once cheque (deposit) has cleared, display and date will be secured subject to venue approval. Cheques to be made payable to **Celestial Displays**.
- 1.3 **Bacs Transfer**: Bank details sent as required. Acknowledgement of deposit will be sent; full receipt will be sent after the full value of the order has been received. Receipt of deposit will secure display and date subject to venue approval.
- 1.4 VAT is included in the listed prices at the current rate.

2.0; Terms of payment.

- 2.1 Deposit of 10% of the value of the order to be paid no less than 30 days prior to the proposed display date.
- 2.2 Full payment to be received no less than 10 working days prior to the proposed display date.
- 2.3 For details of cancellation please see section 3.0 below.
- 2.4 Other payment schemes by special arrangement.
- 2.5 Repeat commercial clients may be offered 30-day payment terms from date of service provided. Late payment may attract interest charges.

3.0; Cancellation.

- 3.1 We reserve the right to cancel any display for reasons of safety/extreme weather/acts of God/extenuating circumstances beyond our control, in which case a full refund will be given.
- 3.2 Should the balance of the order not be received by us in accordance with our payment terms we reserve the right to cancel the order and retain the deposit monies to cover administration charges.
- 3.3 Should you wish to cancel the display then this must be done no less than 30 days prior to the proposed display date in which case full refund will be issued.
- 3.4 Should the order to cancel the display arrive giving less than 30 days' notice between cancellation and the proposed display date then the deposit to the value of 10% of the value of the ordered display will be retained for administration costs.
- 3.4 Should the order to cancel the display arrive with less than 5 days' notice, a refund will be attracted to the value of 50% of the order. Cancellations on the day will attract no refund.
- 3.5 Should party guest's behaviour on the night of the display pose a safety risk to representatives of Celestial Fireworks Displays, other guests or themselves then we reserve the right to cancel the display with no refund being issued.
- 3.6 Should the venue either not allow us to operate or rescind on their permission for us to operate then a full refund will be issued to you.

4.0; Management of Site/Display/General Conditions.

- 4.1 Prior to the night of the display we will have visited the firing site and performed a risk assessment.
- 4.2 We reserve the right to amend and substitute products in accordance with risk assessment safety recommendations. Should we feel that major changes are required to the proposed display as a result of the site conditions then we will contact you to advise of any change.
- 4.3 In accordance with site risk assessments the team in charge of the display on the night may cordon off the area in which Celestial Fireworks Displays will be preparing the firework display.
- 4.4 It is forbidden for anyone not employed or given permission to enter any cordoned off area (firing site). We reserve the right to ask any person to leave the cordoned area (firing site) irrespective of land ownership and will use force if deemed necessary on grounds of safety.
- 4.5 We assume that event hosts will manage themselves and other guests regarding our safety recommendations and all matters outside of the cordoned area.
- 4.6 Due to noise regulations we are unable to fire any display later than 10.45pm, with exception of the 5th of November and New Years night when we will fire up until 12.30 am.
- 4.7 As part of the booking process we will have pre-arranged a firing time but understand that events can sometimes not run to time, we will endeavour to be flexible where possible should your event run not according to schedule. Please note that mostly events will run late which we can almost certainly accommodate however should you wish to move the firing time forward we would ask for reasonable notice to allow the firework display set up to be completed. Please see note 4.6
- 4.8 Customers must be over 18.
- 4.9 Should you wish to alter the firing time of the display significantly (more than one hour) prior to the agreed firework display night then we request 3 days' notice to accommodate the change.
- 4.10 Prior to the proposed display night we will notify any necessary Local Authorities of the event.
- 4.11 Celestial Fireworks Displays deem it the responsibility of the client/event organiser to notify neighbouring members of the public of the firework display where necessary.
- 4.12 It is the responsibility of the client/organiser to manage/control any pets/livestock in their possession.
- 4.13 We reserve the right to move the audience/display if we feel that weather conditions make the present location of the audience dangerous.
- 4.14 We operate within mainland UK only.
- 4.15 Placing an order is deemed as acceptance of the Terms and Conditions (this document) in full.
- 4.16 We do not supply fireworks or any other pyrotechnic device to the general public or other businesses.

5.0; Data protection.

- 5.1 We require during the course of confirming an order personal details from you (the Client). We treat these details as private and confidential and will not pass details to third parties.
- 5.2 We accept no liability should personal details be obtained by third parties resulting from theft by outside parties.

6.0; De-Rigging, Removal & Disposal.

- 6.1 During the site assessment Celestial Displays will make necessary arrangements with a venue to devise a suitable strategy for cleansing the site following the display.
- 6.2 Celestial Displays endeavours to remove as much of the firework debris as possible, whilst we go to some lengths to achieve this, we acknowledge that some items may be missed or irretrievable.
- 6.3 Celestial Displays will remove all rigging material, firework carcasses including live or unfired articles on the day of the display.
- 6.4 Should the Client or any other person find anything suspicious (item potentially posing a hazard, I.E. unexploded firework) in the vicinity that they wish us to inspect, we request that they call/contact us immediately, after which we will remove the item or items should they be related to Celestial.
- 6.5 Whilst Celestial Displays endeavours to clear all firework debris we accept that some items such as cardboard discs and tissue wadding are acceptable to be left as they are biodegradable.

Signed:

A handwritten signature in black ink, appearing to read "Mr Robert Hincks", written over a horizontal line.

Mr Robert Hincks (Managing Director)
Dated: 1st January 2019.