

Dan Grimmond trading as Skylit Pyrotechnics

An agreement between Skylit Pyrotechnics and your name to provide a fireworks display at your address, on the display date, proposed firing time: your choice (must be before 10:45 excepting special days)

I /We hereby wish to confirm the above display working on a budget of £cost and agree to the following conditions:-

a) The clients are responsible for crowd control and security, before, during and after the display. In the event of a dispute, the display supervisor has final say on crowd positioning regarding safety. If the clients do not agree, then the display supervisor reserves the right not to fire the display.
Should any site specific requirements be identified following the risk assessment, which we consider outside our normal safety undertaking then these will be the responsibility of the site or client.

b) In the event of a particular product being unavailable, Skylit Pyrotechnics reserves the right to substitute to the same value material.

c) The cancellation fee is twenty percent of the quotation up to twenty eight days before the display day. Thereafter the cancellation fee is fifty percent of the quotation, including negligence to implement the safety conditions, should the client wish to cancel within forty-eight hours before the display, Skylit Pyrotechnics reserve the right to charge the full display cost. Clause c) comes into effect once this acceptance has been received.

d) The organisers agree that Skylit Pyrotechnics and its display operators shall not be liable for claims, expenses or liabilities incurred directly or indirectly from the display except bodily injury or death or damage to property caused by direct contact of the fireworks or parts thereof and resulting solely from the negligence of Skylit Pyrotechnics, or their operators. In the event of damage to property or persons, negligence by the display operators must be proven, before placing any claims, against our public liability insurance. We must also be notified of any claims before leaving the display site.

e) The decision of the display supervisor on the day as to whether or not the display can take place safely will be binding upon the customers. In the event of marginal weather conditions prevailing at the time, i.e. high wind, we reserve the right to only fire material we deem safe in the prevailing conditions.

f) If the display operators are unable to reach the agreed site in time to set up and fire the display, due to an accident or unforeseen occurrence, a full refund of any money paid to date will be made. However, the suppliers will not be responsible for any loss of income or costs, incurred by the client.

g) A 20% deposit may be payable on confirmation. Payment is due 28days before the display date with payment terms of 14 days unless otherwise agreed.

h) Access to the display site must be provided and may be required from up to ten hours in advance of firing times for larger displays.

i) The clients should notify the local community or residents close to the display site, especially pet and stockowners of the event. Skylit Pyrotechnics will not be held responsible for any local disturbances or damage to and caused by pets and livestock.

j) Though the display operators will clear the site and make every effort to clean up, if a live firework is found or the landowner is unhappy with the site, Skylit Pyrotechnics should be contacted immediately.

N.B. Under the Firework Regulations 2004, no fireworks can be fired between 11 pm and 7 am except on certain festive dates.

Signed on behalf of Skylit Pyrotechnics _____ Date _____

Customer Sign: _____ Date _____