

Display booking form



Personal details

Name	Telephone no.
Address	Mobile
E-mail address	Postcode

Display information

Location (Only complete this section if the display is not being held at the address above)

Contact name
Address
Telephone no.

To be completed by Firemagic (UK) Ltd

Risk Assessment completed on (dd/mm/yy)
Risk Assessment completed by (Print)
(Sign)
Display confirmed and booked

Date	Start time	
Purpose of display (e.g. wedding)	Duration of Display	Minutes
Estimated attendance	Budget £	(EXCLUDING VAT)
Will a minimum distance of 35 metres be available between the display and the audience?		
yes <input type="checkbox"/>	no <input type="checkbox"/>	If no, please indicate maximum distance available <input type="text"/> (metres)
Special instructions (noise restrictions, people who shouldn't be told etc.)		

Payment (We can currently only accept cheques or electronic transfer/BACS)

To whom should the final invoice be made out?	
Name	
Address	
Telephone no.	Postcode
	Fax no.

Name (Please print)	Date
Signature	Deposit enclosed (Min 50% of total) £

By signing this order form you are agreeing that you have read, understood and accept Firemagic (UK) Ltd's Conditions of Sale on the reverse.

Firemagic (UK) Ltd is a VAT registered company. VAT no. 917 3165 26

To book your display, please complete and return this form together with a cheque to:
Firemagic (UK) Ltd, 4 The Homestead, Clevedon, Somerset, BS21 7XW

Conditions of Sale

Firemagic (UK) Ltd offers its Professional Display Services on the understanding that you have read, understood and accept the Conditions of Sale.

Definitions

"Conditions of Sale" means, but is not limited to, the terms and conditions you are agreeing to by signing the booking form.

In these Conditions of Sale "you" and "your" means the party purchasing the Professional Display Service.

"Firemagic (UK) Ltd", "us", "our" and "we" means any authorised and licensed agent selling or operating fireworks on behalf of Firemagic (UK) Ltd.

The term "Professional Display Service" includes but is not limited to the provision, arrangement and ignition of category 4 pyrotechnics by Firemagic (UK) Ltd.

"Display date" means the day on which your display is being held.

"Display time" is the time that your display is being fired at.

"Debris" means the waste materials created by pyrotechnics provided by Firemagic (UK) Ltd during the firing of your display.

"Firing team" means those parties arranging and igniting fireworks at the display site on behalf of Firemagic (UK) Ltd.

General

Our Professional Display Service is provided subject to the licensing terms and conditions and laws of the United Kingdom governing the firing of public and private firework Displays prevailing at the time of the display.

Firemagic (UK) Ltd reserves the right to substitute items which are not available with items of equal or greater value. You will be advised of any changes at least five working days before the commencement of your display.

We cannot be held responsible, or offer discounts, for fireworks which fail during the display.

Firemagic (UK) Ltd cannot guarantee specific effects of fireworks.

A site risk assessment will be made prior to the show outlining the display area. You must inform us if:

- i) an alternative display site is to be used in order for a new risk assessment to be completed;
- ii) there are any physical or geographical changes to the site your display is being fired from, which may, affect the safe firing of your show, after a site risk assessment has been made by Firemagic (UK) Ltd.
- iii) you wish to change any details of your display.

Failure to inform us in writing of any of the circumstances described above, less than 15 working days before the display date could lead to: the cancellation of your display; invalidating Firemagic (UK) Ltd's insurance liability for your display and leave you liable for the full amount of your display (see cancellation of order/refunds).

Firemagic (UK) Ltd will fire at the start time agreed by both parties. Firing may also take place at the same display site and on the same day at an alternative time as mutually agreed by both parties without compensation.

In the rare event of our firing team not reaching you, you will be entitled to a full refund or the opportunity of rescheduling your display to a later date, that is no more than 28 days hence, from your original display date.

Property/display area

You will be advised, where possible, of how long we need in order to set up your display. The firing area must be made available to us for at least this length of time, immediately prior to the display time.

We will do our best to return the display area to the condition it was before the show was fired. The clearing of debris will commence immediately after the show has been fired. Cold ash and debris do not constitute 'damage' to a display area, neither does small holes in areas of grass, minor scorching or tyre/foot marks on any surface.

There must be access for vehicles of up to 3.5 tonnes gross weight to approach the site.

Payment, cancellations and refunds

You must pay at least 50% of the total cost of your display when booking. Confirmation of receipt of the deposit and booking will be sent to you.

The balance of your payment becomes payable no later than 10 calendar days before the date of the display. Non payment after this date could lead to the cancellation of your display and the forfeiture of any monies paid.

If, for any of the following reasons, on the display date, we consider it unsuitable for firing, the event will be postponed to a mutually agreed date no more than 365 days hence from the original display or a refund offered;

- i) Extreme weather conditions including strong or gale force winds and or lightning;
- ii) An unstable or unsuitable firing area caused by extreme weather, or forces deemed beyond your control that you could not notify us of prior to your display;
- iii) Unsuitable or damaged crowd restraints or a crowd that could pose a risk to the safe firing of your display;
- iv) Insufficient or unsuitable marshalling for reasons out of your control;
- v) Anything posing unacceptable risk or danger to our firing team.

We reserve the right to postpone or cancel your display up to 20 working days prior to the date of your display. If this is the case you will be informed in writing and offered the option of a refund of any payment(s) you have made or postponement to an alternative date mutually agreed between you and us.

If you wish to cancel your display and qualify for a full refund, you must give us at least 15 working days written notice prior to the display date. Cancellations received within 15 working days of your display date will not qualify for a refund.

If you fail to inform us in writing of the cancellation of your display and we despatch a firing team to the display site, you will be liable for the full cost of your display.

Claims, injury and damage to property

It is your responsibility to notify all neighbours and land owners of the display (especially those with livestock etc.).

It is your responsibility to ensure that the area your display is being fired from is;

- i) your own private property or;

ii) licensed for use with permission granted by all parties with legally recognised ownership in writing or;

iii) council property with use granted by the council and all concerned parties.

Firemagic (UK) Ltd will not be held responsible for infringement or trespassing or damage caused as a result of firing a display on property where permission hasn't been granted or obtained by you.

All parties, except representatives of Firemagic (UK) Ltd must keep out of the designated firing area, whilst your display is being set up, during the firing of your display and clearing of debris after your display.

Firemagic (UK) Ltd will not be responsible for damage or injury caused to:

- i) parties or livestock entering the firing area;
- ii) parties or livestock within reasonable distance, where previous notice has been given / land owners advised of the commencement of the display;
- iii) features or objects not advised previously on the site risk assessment and shown overleaf;

or by:

- i) the theft and misuse of fireworks by third parties.

Firemagic (UK) Ltd reserve the right to stop your display if;

- i) any stray parties enter the firing area;
- ii) extreme weather conditions intervene during the course of the show;
- iii) continuing the show could endanger life;
- iv) the safety of the firing team has been or is likely to be compromised;
- v) for any other reason that either the firing team or a member of the organising body can reasonably justify.

Your display will only be restarted if the firing team deems it safe to continue.

If you wish to make a claim against Firemagic (UK) Ltd, this must be made in writing and received by us no more than 5 working days after the display date.

Safety

Notification of emergency services for public events where fireworks are being used is advised.

Before your display takes place, we will notify, as necessary, any relevant authorities that the event is taking place.

Firemagic (UK) Ltd is not responsible for arranging emergency services to be present at your display on your behalf.

It is your responsibility to ensure that neighbours, land owners and farmers are notified, in advance, of the 'display date' and 'display time'.

We provide a full Health and Safety Policy, which is available from us on request.