

TERMS & CONDITIONS

Definitions

"Company" means Explosive Group, Explosive, Explosive Entertainments (Worldwide) LTD or its successors and assignees.

"Client" means the person, firm or company, which makes a Booking with the "Company".

"Quotation" means any written Quotation submitted by the Company to the Client.

"Booking" means the Confirmation document provided by the Company, acceptance of the Company's Terms and Conditions and the payment of the Deposit

"Event" means the event, or events, the subject of the Quotation or Booking.

1. General

1.0 All Quotations are made and Bookings confirmed subject to availability at the time of booking, and subject to the terms and conditions here within. No addition to or variation of shall be binding unless agreed in writing by the parties.

1.1 These terms and conditions shall apply to all Quotations and Bookings in precedence over any other printed terms and conditions, including any appearing on stationery or correspondence of the Client.

2. Price

2.0 All prices stated by the Company in a Quotation are exclusive of any applicable Value Added Tax, which the Client shall be additionally liable to pay to the Company if applicable.

2.1 The Company reserves the right to make any amendments to a Quotation necessary by virtue of accidental errors or omissions or by a change in circumstances beyond the reasonable control of the Company. Prices stated in a Booking shall be final and not subject to amendment except in accordance with any other provisions of these terms and conditions or as the parties may both agree in writing. All booked goods and services are charged whether used or not.

2.2 The Client shall pay to the Company a deposit of 50% of the total price plus VAT (if applicable) thereon at the time of making a Booking (less any preliminary payment already paid in respect of that matter – where applicable) subject to receipt of a suitable confirmation document or invoice from the Company and in accordance with clause 2.7 below. No Booking, hire items or services quoted shall be considered as confirmed until the Company has sent a confirmation document and received a deposit payment from the client to secure the services.

2.3 The balance of the total price shall be payable to the Company not less than 14 days prior to the first day of the Event subject to prior receipt by the Client within reasonable time of a suitable invoice from the Company; this balance payment shall not be subject to the provision of clause 2.7 in relation to payment within 30 days of invoice.

2.4 All Bookings made within 60 days of the first day of the Event may require to be paid in full at the time of the Booking unless agreed otherwise.

2.5 No tickets, itineraries, maps or other final details with respect to the arrangements relating to any Booking will be forwarded to the Client until payment has been received in full.

2.6 Any items requested by the Client after the booking has been confirmed by the Company, must be confirmed by the Client in writing before being actioned by the Company. Any such items will be invoiced by the Company to the Client at the discretion of the Company and payment therefore shall be due within 30 days of the invoice date subject to the provision of clause 2.7.

2.7 The Client shall pay to the Company, any and all amounts due and owing within 30 days of the date of the Company's invoice except where specifically agreed otherwise in writing by the parties. The time of such payment shall be of the essence of these terms and conditions. If the Client fails to make any payment by (including on) its due date in respect of price or any other sum due under these terms and conditions then the Company shall be entitled to charge the Client interest on the sum due and unpaid (both before and after any judgement) at the rate of 5 per cent per annum above the Bank of England base rate from time to time until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest). Failure to pay will result in appropriate steps being taken to obtain payment through legal channels. The cost of obtaining payment will be chargeable to the Client.

2.8 If the event exceeds the booked finish time of the event, then there shall be a surcharge of a minimum of £50 per half hour applied and the overall extra charge must be paid to the company in full before the over time begins. If this extra charge of monies is not received, The Company is entitled to legal actions, and reserve the right to pack up all equipment and property and leave the event without any abuse or hassle from the client or his/her guests. The overall extra charge can be negotiated before the over time begins, at the company discretion.

3. Cancellation and Variation

3.0 If the Client wishes to cancel the Booking they may do so at any time by written notice to the Company provided that:

- a) The deposit will not be returnable.
- b) If the Company receives the cancellation notice less than 6 weeks before the first day of the Event, the balance of 75% of the total price shall become immediately due and payable to the extent the same has not already been received by the Company. If the Company receives the cancellation notice less than 4 weeks before the first day of the Event, the balance of 100% of the total price i.e. full balance shall be come immediately due and payable to the extent the same has not already been received by the Company, if the Company has received the balance before the notice is served it shall be deemed to be forfeited by the Client. In each case, the Company will attempt to obtain a refund for the Client but gives no guarantee that one will be payable.
- c) Any additional costs reasonably incurred by the Company in cancelling any arrangements connected with the Booking shall be paid by the Client subject to the provision of clause 2.7

3.1 The Company may cancel forthwith any Booking at any time where:

- a) The Client is in breach of any of its obligations hereunder
- b) The Client has entered into receivership or liquidation except for the purpose of amalgamation or instruction
- c) The Client has become bankrupt or insolvent
- d) The Client makes any voluntary arrangement with its creditors or becomes subject to an administration order
- e) The Client ceases or threatens to cease to carry on business

3.2 In the event of cancellation under clause 3.1(a), (b), (c), (d), or (e) the Company may retain any sums already paid to it by the Client without prejudice to any other rights it may have whether at law or otherwise.

3.3 Where an Event is cancelled for whatever reason the Company will attempt to obtain a refund for the Client (other than a deposit for the Booking) but gives no guarantee that one will be payable

3.4 If the Client wishes to vary any details of the Booking, it must notify the Company in writing as soon as possible. The Company shall endeavour to make any required changes and any additional costs thereby incurred shall be invoiced to the Client.

3.5 If, due to circumstances beyond the Company's control, it has to make any change in the arrangements relating to the Booking it shall notify the Client forthwith. The Company shall endeavour to keep such changes to a minimum and shall seek to offer the Client arrangements as close to the original as is reasonably possible in the circumstances.

4. Liability

4.0 The Company will not be responsible for, and the Client will indemnify the Company against, all claims for injury to persons, or loss of, or damage to, property, however caused, save to the extent that such injury or damage resulted from faulty materials, workmanship or negligence on the part of the Company or its third party suppliers. The Company shall be covered by appropriate insurances for employee, public and product liability.

4.1 The Company shall have no liability for any death or personal injury suffered by the Client out of any Booking except to the extent such is caused by the Company's negligence.

4.2 The Company shall have no liability for any other loss, damage or destruction to any property of the Client or its guests, servants and employees or any costs, claims, demands or expenses of such persons arising out of any Booking except where such loss, damage or destruction is caused by a negligent act or omission of the Company.

4.3 The Company shall have no liability for any consequential or indirect losses suffered by the Client except where such losses are caused by a negligent act or omission of the Company. The Company liability shall not exceed the contract value as stated in the booking confirmation or invoice.

4.4 The Company shall not be liable to the Client or be deemed to be in breach of these terms and conditions by reason of any delay in performing, or any failure to perform, any of the Company's obligations if the delay or failure was due to any cause beyond the Company's reasonable control.

5. Client's responsibilities

5.0 The Client shall

- a) agree in advance, or indicate on site, where equipment is to be installed and arrange to be present (or provide a representative) on site to confirm details with the Company at the beginning of the installation. In the case of the Company having to proceed with an installation at the agreed time and in the absence of the Client (or the Client's representative) the Company reserves the right to charge for the re-positioning of equipment should this be required.
- b) take all reasonable measures to keep the Company equipment closed, dry and secure while not in use during the period of hire.
- c) not tamper with the structure or any part of the equipment and in particular not affix or suspend from the equipment any item whatsoever without written consent of the Company.
- d) not use any lighting, audio, staging, visuals, musical or other production equipment of any kind without the previous consent in writing of the Company.
- e) be responsible for obtaining any site permits that may be necessary.
- f) be responsible for the maintenance and safe custody of all equipment.
- g) be satisfied with the equipment before use and should notify the Company of any miscounts, incorrect deliveries or unacceptable equipment before use.
- h) be responsible for items supplied by or arranged by the Company on behalf of the Client via third parties between the time of delivery and collection by the third party to the Client.
- i) take reasonable care of equipment supplied. Damage, loss, or inappropriate use will be charged for in full.

6. Performance terms

6.0 Clean and private changing facilities must be available for The Company when requested. A break for refreshment will be taken by The Company at a convenient time during the performance. The client is responsible for ensuring that food and soft-drinks/drinking water is supplied to the Company staff on site.

6.1 In the rare occasion where any injuries to staff or a fault with certain equipment's or vehicles may have occurred, The Company has the right to remove any services, or the use of certain equipment's from your package without prior notice. However, the Company reserves the right to offer any discount at their discretion. If such matters occur prior to the date of event, the Company will attempt to make alternative arrangements or communicate any issues with the client at the earliest convenience.

6.2 Any complaints must be reported verbally and in person to the nominated representative of the Company at the event and within seven days after the event in written form.

6.3 The total price the client pays is excluding any 'Stage tips' or 'Performance tips' that the Company may receive. It is understood that these additional 'stage tips' or 'performance tips' belong to the Company.

7. Limited Companies & LLPs

7.0 The Company is pleased to work for a limited liability company or partnership. As the obligation to settle our fees then rests with the company or partnership, to avoid default we require a director and / or controlling shareholder or a partner to personally agree to confirm the Booking and agree to these Terms & Conditions.

7.1 By agreeing you as a director / controlling shareholder / partner agree that in the event of any default by the company / partnership you will personally be responsible for all fees and costs payable by the company / partnership to the Company and will indemnify or pay all fees and costs due in this respect. You hereby confirm that you have the authority to engage the Company on behalf of the company / partnership and that you are unaware of any issues which might affect this warranty and agree to personally indemnify the Company for any costs or losses which may accrue if this understanding is incorrect.

8. Miscellaneous

8.0 No waiver by the Company of any breach of these terms and conditions by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision.

8.1 If any provision of these terms and conditions is held by any competent authority to be invalid, the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected thereby.

9. Force Majeure

9.0 While every possible effort will be made by The Company to complete an order, The Company cannot be held liable for non-completion of orders due to matters beyond its control.

10. Law

10.0 These terms and conditions shall be governed by and construed in accordance with English Law.