

1 DEFINITIONS

In this document the following words shall have the following meanings:

- 1.1 "Company" means the Halo FX Limited of 257 Bilton Road, Rugby, Warwickshire, CV22 7EQ;
- 1.2 "Client" means any person or company or organisation to include employees, agents, servants and/or subcontractors; who makes an Agreement for Services with the Company;
- 1.3 "Services" means any services supplied to the Client by the Company in pursuant to this Agreement as specified in a Booking Quotation or Order;
- 1.4 "Labour" means man power supplied by the Company to design, prepare, install, remove, operate, or provide training in the Services provided;
- 1.5 "Delivery Date" means the date or dates and time or times the Services will be provided;
- 1.6 "Transportation" describes how Services are delivered or returned
- 1.7 "Location" means the location or multiple locations specified by the Client where the Services are to be provided as described in the Booking Quotation or Order;
- 1.8 "Special Conditions" Any provisions referred to as such in a Booking Quotation or Order.
- 1.9 "Charges" means the payment due from the Client to the Company for provision of the Services;
- 1.10 "Booking Deposit" means a percentage of the Charges payable by the Client to the Company in order to book the provision of Services
- 1.11 "Booking Quotation" means a pricing offer or other similar document describing the Services and Charges as attached to these Terms and Conditions;
- 1.12 "Order" means any Booking Quotation from the Company that has been agreed and accepted by the Client and forms the Agreement between the Company and the Client;
- 1.13 "Terms and Conditions" means the terms and conditions of supply of Services as set out in this document and any subsequent terms and conditions agreed in writing by the Company;
- 1.14 "Agreement" means the contract between the Company and the Client for the provision of the Services incorporating these Terms and Conditions.
- 1.15 "Change Request" means a request for a change to a Booking Quotation or Order made by the Client or the Company

2 Appointment

- 2.1 The Client appoints the Company to supply the Services by agreeing and accepting a Booking Quotation from the Company, and the Company agrees to supply the Services in the Order upon the terms and conditions of this Agreement.
- 2.2 Accepting a Booking Quotation must be made by the Client in writing, by email or by accepting the online Booking Quotation via the Company's online system, and;

- 2.2.1 subject to clauses 8.6 and 8.7, an Order will only be accepted by the Company upon receipt of a Booking Deposit payment from the Client, unless otherwise stated in the Booking Quotation under Special Conditions
- 2.3 Payment of a Booking Deposit by the Client to the Company will be taken as the Client accepting a Booking Quotation and payment of the Booking Deposit will be subject to clauses 8.6 and 8.7

3 Special Conditions

- 3.1 The Special Conditions shall override the provisions contained within the main body of this Agreement to the extent of any conflict or ambiguity between them.

4 Services

- 4.1 In consideration of the payment by Client of the Charges and any other sums due from Client, the Company shall supply the Services with reasonable skill and care.
- 4.2 The Company shall use reasonable endeavours to supply the Services in accordance with the Location and Delivery Date as set out in an Order provided that the Company shall not be liable for any change of Location or Delivery Date caused by any act or omission of the Client and or by any matter outside of the direct control of the Company.
- 4.3 The supply of the Services is always subject to the Client discharging its obligations under this Agreement.

5 Client's Obligations

- 5.1 Unless stated otherwise in the Booking Quotation or Order, the Client shall be solely responsible for:
- 5.1.1 accurately indicating its requirements for the Services,
- 5.1.2 selecting a Location for the Services and for the security of the selected Location,
- 5.1.3 selecting the Delivery Date for the Services
- 5.1.4 providing the Company with such information as reasonably requested in order to supply the Services,
- 5.1.5 ensuring that its employees or other independent contractors co-operate reasonably with the Company and its employees,
- 5.1.6 the control of all persons at the Location including without limitation providing adequate stewards and medical facilities and for ensuring that all persons at the Location adhere to any excluded areas or any safety related restrictions notified to them by the Company,
- 5.1.7 notifying all appropriate authorities of the Services as required by the Company (such as the police, fire authorities, local authorities, environmental authorities, coastguard and landowners) and notifying all other third parties that the Company or Client considers necessary (such as neighbours),
- 5.1.8 obtaining all appropriate licenses for the event at which the Services are provided (such as local authority event license, Phonographic Performance Limited License, Performing Rights Society License).
- 5.1.9 ensuring the Services can be provided within the hours permitted under the current legislation (such as the Fireworks Act 2003) and any licenses obtained by the Client;

6 Specification and Design

- 6.1 the Company and the Client shall collaborate to specify and design the Services in accordance with the Client's requirements.

6.2 If either party identifies a requirement for a change to the Services it shall send a Change Request to the other party detailing the change requirements. If sent by the Company, the Change Request shall state the effect such a change shall have upon the Services and Charges. If sent by Client, the receipt of the Change Request by the Company will constitute a request to the Company to state in writing the effect such a change shall have upon the Services and Charges. The Company shall use reasonable endeavours to supply such details within five (5) working days from receipt of a Change Request. The parties will then agree in writing whether or not to implement the change. If the change is implemented, the amended Services and Charges (as applicable) shall then become the revised Booking Quotation or Order for the purpose of this Agreement.

6.3 If the Client makes any changes to the specification or design which are not agreed by the Company in accordance with clause 6.2, the Company reserves the right to cancel or change the Services at the Client's risk and expense (in particular where the Company considers that such changes compromise safety, or cause any preparation labour and expenditure incurred to have to be repeated or scrapped).

7 Charges

7.1 In consideration of the Company supplying the Services, Client shall pay to the Company the Charges specified on the Booking Quotation or Order and subject to the terms set out in clause 8. Charges in the Company's catalogues and price lists or similar are subject to correction and/ or variation at any time before the Booking Quotation is accepted by the Client.

7.2 Cancellation;

7.2.1 If the Client cancels an Order not less than 30 days before the Delivery Date the Client shall be liable to pay twenty per cent (20%) of the Charges or the Order can be rescheduled to a mutually agreed date within 52 weeks of the original Delivery Date. Charges will be increased in line with UK inflation for rescheduled Delivery Date.

7.2.2 If the Client cancels an Order between 29 and 15 days before the Delivery Date the Client shall be liable to pay forty per cent (40%) of the Charges or the Order can be rescheduled to a mutually agreed date within 52 weeks of the original Delivery Date. Charges will be increased in line with UK inflation for rescheduled Delivery Date.

7.2.3 If the Client cancels an Order 14 days or less before the Delivery Date the Client shall be liable to pay hundred per cent (100%) of the Charges or the Order can be rescheduled to a mutually agreed date within 52 weeks of the original Delivery Date. Charges will be increased in line with UK inflation for rescheduled Delivery Date.

7.3 The Client will be liable to pay hundred per cent (100%) of applicable Charges for any Service the Company has specially ordered from a 3rd party as part of an Order that the Client subsequently cancels in full or in part, regardless of the terms in clause 7.2

7.4 In the event of the Order being cancelled by the Company at any time and for any reason whatsoever other than on grounds of health and safety the Company shall within 14 days reimburse the Client with any deposit or other sums paid to it by the Client.

7.5 In the event of any national or local authority emergency legislation that restricts or prevents the Company from providing any Services on the Delivery Date, and such emergency legislation comes into effect not less than 14 days before the

Delivery Date, the Client will be liable to pay ten per cent (10%) of the Charges unless otherwise agreed in the Booking Quote.

8 Terms of Payment

- 8.1 The Charges and other sums are expressed with all duties and taxes including without limitation value added tax which shall be paid by Client at the rate and in the manner provided by the law governing this Agreement.
- 8.2 Unless otherwise confirmed in writing by the Company in an Order, payment of all sums due from Client to the Company shall be made not later than thirty (30) days in advance of the Delivery Date.
- 8.2.1 In the event that Client fails to pay all sums due to the Company thirty (30) days in advance of the Delivery Date, the Client will be regarded to have cancelled the Order and clause 7.2.1 will apply.
- 8.3 All payments hereunder shall be made in Pounds Sterling.
- 8.4 In the event that Client fails to pay any sum by the due date the Company reserves the right to charge interest on the outstanding amount in accordance with The Late Payment of Commercial Debts Regulations 2013.
- 8.5 Notwithstanding clause 8.4, if Client fails to pay any sum by the due date the Company may at its option, and without prejudice to any other remedy at any time after payment has become due, terminate or suspend performance of this Agreement.
- 8.6 In the event that Client fails to pay a Booking Deposit by the due date the Company reserves the right to cancel the Booking Quotation
- 8.7 Notwithstanding clause 7.4 and 7.5; a Booking Deposit is non-refundable unless otherwise agreed in advance

9 Intellectual Property

- 9.1 Client acknowledges that any and all of the intellectual property rights subsisting in or used in connection with the Services shall be and shall remain the sole property of the Company or such other party as may be identified therein or thereon ("Owner") and Client shall not at any time dispute such ownership.

10 Liability

- 10.1 Except as expressly provided in this Agreement no warranty, condition, undertaking or term, expressed or implied, statutory or otherwise as to the condition, quality, performance or fitness for purpose of the Services provided hereunder will be assumed by the Company and except as expressly provided in this Agreement all such warranties, conditions, undertakings and terms are hereby excluded.
- 10.2 Neither party excludes or limits liability to the other party for death or personal injury or any breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982.
- 10.3 The liability of the Company in respect of breaches of this Agreement or of any other duty to Client or for negligence in connection with the subject matter of this Agreement shall be limited to the value of Charges due to the Company in pursuant to this Agreement.
- 10.4 Subject always to clause 10.2, in no event shall either party be liable to the other for any indirect or consequential loss or damage however and whenever arising.
- 10.5 The Client acknowledges that the Company will not be liable for, damage, delay or any other matters of that nature whatsoever arising out of war, rebellion, civil commotion, strikes, lock outs and industrial disputes, fire, explosion,

earthquake, acts of God, flood, drought, or bad weather or the requisitioning or other act or order by any Government department, council or other constituted body ("Force Majeure"). Without limiting the generality of the foregoing, the Client accepts that any Services ordered from the Company may be obstructed or perform poorly, or not be feasible or pose an unacceptable risk owing to factors beyond the control of the Company (such as adverse or unfavourable weather and wind or local indoor or outdoor atmospheric conditions)

10.6 Each party agrees that the limitations of liability contained in this clause 10 have been discussed, negotiated and agreed between the parties in the context of the other provisions of this Agreement and satisfy the requirement of reasonableness within the meaning of sub-section 2(2) and Section 11 of the Unfair Contract Terms Act 1977

10.7 The parties expressly agree that should any limitation or provision contained in this Agreement be held to be invalid under any applicable statute or rule of law it shall to that extent be deemed omitted but if any party thereby becomes liable for loss or damage which would otherwise have been excluded such liability shall be subject to the other limitations and provisions set out herein.

11 Termination

11.1 Either party may forthwith terminate this Agreement by written notice to the other if any of the following events occur:

11.2 If either party commits any material breach of the terms or conditions of this Agreement; or

11.3 If either party becomes bankrupt or compounds or makes any arrangement with or for the benefit of its creditors or (being a company) enters into compulsory or voluntary liquidation or amalgamation (other than for the purpose of a bone fide reconstruction or amalgamation without insolvency) or has a receiver or manager appointed of the whole or substantially the whole of its undertakings or if the other party is unable to pay its debts in accordance with the law relating to this Agreement.

12 General

12.1 The parties acknowledge that this Agreement constitutes the entire agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matter of this Agreement. No amendment to this Agreement shall be binding unless made in writing and signed by the Company ' authorised representative.

12.2 No waiver of any breach of the other party's obligations hereunder shall represent a waiver of the waiving party's rights hereunder or of any subsequent breach.

12.3 None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.

12.4 If any provision of this Agreement is held to be void or unenforceable in whole or in part, this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.

12.5 This Agreement shall be binding on and shall continue for the benefit of the permitted successors and permitted assigns (as the case may be) of each of the parties hereto.

12.6 All provisions of this Agreement shall so far as they are capable of being performed and observed continue in full force and effect notwithstanding any expiry or earlier termination.

13 Applicable Law

13.1 This Agreement shall be governed by and construed in accordance with English law and each party to this Agreement submits to the exclusive jurisdiction of the English courts.