21CC GROUP LTD

TERMS OF BUSINESS

SERVICE DELIVERY (B2B)

AV & Technical Production, Entertainment & Special Acts, Event Dressing, Fireworks Displays, Lancework, Pyrotechnic & Special Effects, Fountains, Fire Pits and Confetti.

Terms of Business

Service Delivery

These Terms and Conditions are the standard terms for the Delivery of Services by 21CC Group Ltd. 21CC Group is a private limited Company registered in Scotland under number SC417594, whose registered address is 6 Old Deans Road, Bathgate, Livingston West, EH48 1JU.

1.0 Application

1.1 All Quotations are made and Confirmations accepted subject to the following Terms and Conditions and no addition to, or variation of, such Terms and Conditions shall be binding unless agreed to by the Company in writing.

1.2 Any Confirmations made with the Company shall constitute unqualified acceptance of such Terms and Conditions. These Terms and Conditions shall apply to all Quotations and Confirmations.

1.3 In the event of conflict between these Terms and Conditions and any other terms and conditions (of the Client or otherwise), the former shall prevail unless expressly otherwise agreed by the Company in writing.

2.0 Definitions and Interpretation

2.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"The Agreement"	means the Agreement entered into by the Client and the Company incorporating these Terms and Conditions which shall govern the delivery of our services;
"Business Day"	means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in the UK;
"Contract"	means the Contract for the Delivery of Services.
"Client"	means any individual, venue, firm or corporate body (which expression shall, where the context so admits, include its successors and assigns) which makes a booking with the Company;
"Client's Team"	means any individual or group of individuals operating on behalf of the Client;
"Company/Us/We/Our"	means 21CC Group Ltd trading as 21CC Events, 21CC Productions, 21CC Fireworks, 21CC Pyrotechnics, Edinburgh Fireworks Store and Online Fireworks.
"Confidential Information"	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with the Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);
"Confirmation"	means the notification made by the Client that they wish the Event to proceed. This notification is subject to these Terms and Conditions;
"Event"	means the Event or Events the subject of the Quotation;
"Delivery Of Services"	means the services to be provided by the Company as specified in the Quotation;
"Equipment"	means kit, tools, Equipment and materials that belong to or are used by the Company for the Delivery of Services;
"Quotation"	means any written Quotation submitted by the Company to the Client;
"Total Price"	means the total sums payable for the Delivery of Services.

2.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

- 2.2.1 "writing", and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
- 2.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
- 2.2.3 "these Terms and Conditions" is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the time;
- 2.2.4 a Schedule is a schedule to these Terms and Conditions; and
- 2.2.5 a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule.
- 2.2.6 a "Party" or the "Parties" refer to the parties to these Terms and Conditions.

2.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.

2.4 Words imparting the singular number shall include the plural and vice versa.

2.5 References to any gender shall include the other gender.

2.6 References to persons shall include corporations.

3.0 Price

3.1 All prices stated by the Company in the Quotation, unless specially stated otherwise, are exclusive of VAT which, where applicable, will be separately charged at the appropriate rate. Prices quoted are valid for a total of 30 days from the quotation date, after such time The Company cannot guarantee availability and pricing will remain the same.

4.0 Payment

4.1 The Client shall pay to the Company a deposit of 25% of the total order value, inclusive of VAT (the "Deposit") upon the signing of the Agreement, unless a different deposit value is agreed.

4.2 The remaining balance shall be paid to the Company no later than 1 month prior to the Event, unless a different payment schedule is agreed.

4.3 If the Agreement is signed less than 2 months prior to the Event, notwithstanding sub-Clauses 4.1 and 4.2, the Total Price shall be payable at the time of booking.

4.4 Additional items including, but not limited to, out of pocket expenses, disbursements, or any items requested by the Client after the signing of this Agreement must be confirmed by the Client in writing before being acted upon by the Company. Any such items shall be invoiced by the Company to the Client at the discretion of the Company and payment therefor shall be due within 14 days of the date of the invoice. This includes Services added by the Client immediately prior to and during the Event.

4.5 Where Company personnel are engaged on a day rate or a long day rate, the Client shall provide adequate welfare facilities for Company personnel, including access to drinking water, hot beverages and a meal. Where the client opts not to provide such welfare provision, the Company reserves the right to arrange suitable catering and charge the Client a crew welfare fee of £25 plus VAT per person per day. Such charges may be added to the Contract value or invoiced separately.

4.6 Time shall be of the essence for payments under the Agreement. If the Client fails to make any payment on its due date, then the Company shall, without prejudice to any right which the Company may have pursuant to any statutory provision in force from time to time, have the right to charge the Client interest on any sums over due until payment is made in full, both before and after any judgment, at the rate of 8% per annum over the Bank of England base rate from time to time in force.

4.7 If payment of an invoice is late, The Company may halt work until such time as the payment has been made, or satisfactory assurances have been given as to when payment will be made. In the case of work being halted due to late payment, The Client will be informed by The Company that this is the case.

4.8 If the production of the Event is halted due to late payment and payment is made with insufficient time remaining to complete the production of The Event, the elements of the Event that are complete and safe to deliver will be presented on the Event Day. No refund will be given for elements of the production that could not be presented due to insufficient time as a result of late payment.

4.9 If the final payment has not been made by the Event date, The Company reserves the right not to present services or any third-party services and any payment made to date will be forfeit.

4.10 We accept the following methods of payment:

- 4.10.1 BACS transfer (preferable)
- 4.10.2 Card over the phone
- 4.10.3 Cheque (payment must be cleared a minimum of 5 working days ahead of the Event)

5.0 Variation and Amendments

5.1 If the Client wishes to vary any details of the Confirmation, 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.

5.2 If, due to circumstances beyond the Company's control, it has to make any change in the arrangements relating to the Confirmation it shall notify the Client forthwith. The Company shall endeavor 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.

5.3 The Company reserves the right to do the following:

- 5.3.1 amend any accidental error or omission in a Quotation;
- 5.3.2 amend any Quotation in order to reflect a change in the circumstances beyond the reasonable control of the Company; and
- 5.3.3 vary its schedule of charges from time to time.

6.0 AV & Technical Production Services

6.1 The Company will supply the services agreed in the Quotation, notwithstanding Clause 6.2.
6.2 The Company reserves the right to substitute any product or Equipment depending upon availability, suitability and site safety at the discretion of the Company and for whatever reason.
6.3 The Company is not responsible for any pre-Event entertainment, unless the Company is Contracted to supply entertainment as part of the Delivery of Services.
6.4 The Client is responsible for providing suitable power, unless the Company is Contracted to supply power as part of the Delivery of Services.
6.5 For Events where Equipment is to be installed and left on site for periods where the Company or a representative of the Company is not present, the Client is responsible for:
- 6.5.1 insuring all Company Equipment whilst it is on site to cover the costs of repair and replacement of the Equipment in the event of damage or theft, OR
- 6.5.2 arranging 24-hour security of the Equipment whist it is on site, unless the Company have been Contracted to supply 24-hour security for the duration the Equipment is to be on site.

6.6 It is the Client's responsibility to ensure that the venue is warm and dry to prevent damage to the AV Equipment caused by damp and cold from set up to dismantle
6.7 For outdoor Events;
- 6.7.1 The Company will ensure all Equipment is suitably protected from the elements.
- 6.7.2 In adverse weather conditions on outdoor Events, the Company may need to adjust the location of Equipment and cover certain elements of Equipment. This may result in a change to the set-up and/or cause a slight distortion to the effect and/or sound depending upon the weather conditions and changes.
- 6.7.3 Under certain circumstances, such as site flooding and frost, it may be necessary to dismantle the Equipment. Under these circumstances, which are beyond the Company's reasonable control, the Company will not be liable for any failure or delay in performing obligations.

6.8 Once set up, the Company will carry out a lighting and sound check prior to the start of the Event. The Client needs to inform the Company of any time restrictions which may limit or affect these checks.
6.9 If it is not possible to carry out Equipment checks prior to the start of the Event for whatever reason, the Company will do its best to focus lighting and set the sound levels during the Event. The Company cannot be held liable for any limitation in the Delivery of Services where it has not been possible to carry out these checks.
6.10 The Client needs to provide the Company with an Event plan along with a list of contact details of other service providers. This is to assist the Company with drawing up event plans, get in and out schedules, risk assessments and methods of safe working. The Company cannot be responsible for not coordinating any aspect of the AV services with a third-party Contractor that the Company did not know was part of the Event.
6.11 Lighting effects can contain flashing effects and strobes. The Client may wish to inform the public in case there are people present who may have an adverse reaction to these effects.
6.12 It is the Client's responsibility to ensure that there is no unruly or antisocial behaviour from the public or guests that would put the AV Equipment, personnel or property at risk. In the very unlikely event that the AV Equipment is being put at risk due to unruly behavior, the Company may dismantle and remove the AV Equipment and no refund will be given.
6.13 It is the Clients' responsibility to ensure that the Company will have suitable access to the Event location. The Client should make the Company aware of any special considerations, access issues or restrictions that may hinder, prohibit or prevent the Company vehicles and crew getting sufficiently close for offload and set up.
6.14 In the very unlikely event of there being an accident or incident involving personnel or property perceived to be as a result of the AV Equipment, this needs to be raised with the Company at the time. Information, such as nature of the incident and what damage was caused should be provided. If this information is not provided at the time of the Event for the Company to review, the Company will not accept liability.

7.0 Drones

7.1 The Client will permit the Supplier to conduct unimpeded test flights during the access period as mutually agreed between the parties.
7.2 The Client will provide all Supplier personnel with 24/7 unimpeded access to the Site for the duration of the Access Period as mutually agreed between the parties.
7.3 The Client must ensure site security for the duration of The Supplier's access period, this is inclusive of:
- 7.3.1 The provision of a secure perimeter around the event site, including adequate fencing.
- 7.3.2 Provide adequate security equipment and personnel at the event site for the entire time that the Supplier's equipment is at the event site;
- 7.3.3 Prevent all unauthorised access to the site for the duration of time that the Supplier is on site.

7.4 It is the Client's responsibility, with the exception of the establishment of the perimeter detailed in clause 7.3,1 do their utmost to ensure that after the site visit and until the end of the Event, the site does not change in any material way and in no way that may impact the provision of the services;
7.5 The Client will permit the Supplier to film, photograph and otherwise record the provision of the services and to use all such recordings for the promotion of the Supplier and its services.
7.6 The Client agrees that it will not use, make available, distribute or communicate to the public any film, photographs or recordings without prior written agreement from the Supplier.
7.7 The Client will obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Event and the Venue as required to enable the Supplier to provide the Services in all cases before the date on which the Services are to start.
7.8 The Client will provide adequate welfare facilities at the venue for the Supplier's personnel, including toilet facilities and fresh water, throughout the access period as mutually agreed between the parties.
7.9 It is the Client's responsibility to ensure that the Company will have suitable access to the Event location. The Client should make the Company aware of any special considerations, access issues or restrictions that may hinder, prohibit or prevent the Company vehicles and crew getting sufficiently close for offload and set up.
7.10 In the very unlikely event of there being an accident or incident involving personnel or property perceived to be as a result of the drone equipment, this needs to be raised with the Company at the time. Information, such as nature of the incident and what damage was caused should be provided. If this information is not provided at the time of the Event for the Company to review, the Company will not accept liability.

8.0 Entertainment & Special Acts

8.1 Any third-party entertainment managed by the Company on behalf of the Client is subject to the additional terms and conditions of the act or acts.
8.2 Any costs associated with the entertainment, such as riders, accommodation and transport are chargeable to the Client over and above the agreed Total Price.
8.3 Under certain emergency circumstances, i.e., last minute illness, accident or other events beyond our control the Company may have to replace an Act with a substitute of similar price or quality without notice or compensation.
8.4 In the event of illness and/or injury to the Act, breakdown or failure of the Act's transportation, any act of God or Event beyond the control of the Act, including but not limited to fire, flood, epidemic, riot or public disorder, the Act reserves the right to cancel the Contract. The Act will in no way be liable for any loss, either financial or otherwise incurred by the Hirer due to such cancellation.
8.5 Provided the Act is ready, willing and able to perform, the Hirer agrees to compensate the Act in accordance with the terms hereof, regardless of act of God, fire, accident, riots, terrorism, strike, or any event of any kind or character whatsoever, whether similar or dissimilar
8.6 No portion of the Event may be broadcast, recorded, filmed, taped, or embodied in any form for any purpose of reproducing such performance without prior written consent from the Act. No recording for live or future broadcast on (for example but not limited to) television, radio or internet is permitted. Any rights requested are subject to separate Agreement and Contract directly between the third party and the Act. Stills photography is permitted throughout the performance unless otherwise stated by the Act.

9.0 Flambeaux Torches, Heaters, Gas Torches, Wax Torches & Candle Lanterns

9.1 These products emit live flames. They are very hot and can cause injury if not treated with respect whilst they are burning. The Client is responsible for the safety and wellbeing of the public, especially young children, who should be supervised at all times around these products.
9.2 The Company or a member of staff at the venue will extinguish these products if there is any perceived risk to personnel or to property due to unruly or irresponsible behaviour from guests or public. This is in the interests of safety and no refund will be given.
9.3 These products should not be touched or tampered with by any member of the public. The Client is responsible for any damage caused to personnel or to property through the misuse of these products by members of the public.
9.4 The flambeaux torch and gas torch products are fueled by liquid petroleum gas. Members of the Client's team may be shown how to manage these products to enable them to safely turn the units on and off. No member of the public is permitted to manage them.
9.5 No flammable or non-flammable materials should be placed in or around the flames of these products.
9.6 In the very unlikely event that the gas torches or candle lanterns get damaged beyond repair through unruly or irresponsible behavior by a member of the public or guest, the Client will be liable for the replacement cost of the unit. Any damaged units that can be repaired will be charged at £40 per hour for the repair work.
9.7 If they require to be turned off and moved, an additional charge may be required to cover the cost of the Company, unless the Company are already on site for other products and services.

10.0 Firework Display Services

10.1 Under the Firework Regulations Act 2004 (SI 2004, No. 1836) legislation, Section 4 prohibits the use of fireworks after 23:00 hrs. The Company cannot fire after this time unless a dispensational license has been applied for and granted by the Local Authority where your Event is taking place. The only exceptions being Guy Fawkes, New Year, Chinese New Year and Diwali. If there is no dispensational license for your Event and you are not assembled and ready for the Company to fire and conclude your display by 23:00, the Company will not be able to fire your show and no refund will be made.
10.2 The very nature of fireworks means the Company cannot precisely guarantee burn-time; therefore, the display duration is a guide.
10.3 The Company reserves the right to substitute any products depending upon stock levels and site safety at the discretion of the Company.
10.4 Professional firework displays are normally electronically fired and computer controlled. When a show, or part of a show, is hand fired for whatever reason, there may a short pause between fireworks to allow the operator to safely ignite the next firework.
10.5 Where appropriate, the Client should provide an Event plan along with contact details for other service providers to assist the Company with drawing up Event plans, risk assessments and methods of safe working. The Company cannot be responsible for not coordinating any aspect of the display with a third-party Contractor that the Company did not know was part of the Event.
10.6 The Company will carry out a risk assessment and site review ahead of the Event. The Company use this assessment to design the show and use products that are considered safe for the site parameters. The Company reserve the right to exclude the use of certain products, such as limiting the size or noise level of the fireworks to suit site parameters.
10.7 If upon arrival there is an unexpected issue with the firing site that could be perceived to put Event crew, public or property at risk, the Company reserves the right to relocate the firing site in the interests of safety. In these circumstances, if required, certain products may need to be removed from the show to suit the alternative firing location. No financial penalty will be applied to the Company under these circumstances.
10.8 Temporary barriers around the firing area may be set up where required, such as red and white tape with pins.
10.9 In the event of adverse weather conditions, such as high winds, the Company may fire a handful of test products to verify wind direction and speed. This process will help advise of any late changes that may be required to the firing position, audience position or any products that may need to be removed from the show in the interests of safety. No financial penalty will be applied to the Company under these circumstances.
10.10 It is the Client's responsibility to seek permission from the owner(s) of the property where the display is taking place. The Client is to advise the Company of any issues regards permissions. The Company will coordinate the details of the display with the property owner(s) as required.
10.11 The final decision on whether a display is safe to fire, or whether part or all of the display needs to be withdrawn on the grounds of safety, prior to or during the display, rests solely with the Company. Reasons for this include, but are not limited to; breach of safety distances, non-compliance with necessary road closures or unexpected high winds carrying debris towards the crowd. This will only be applied where there is a real risk to crew, public or property as a result of the display. No financial penalty will be applied to the Company under these circumstances.
10.12 It is the Client's responsibility to ensure that there is no unruly or antisocial behaviour from the public that would put the fireworks display, personnel or property at risk. In the very unlikely event that the display is considered unsafe due to unruly behavior, the Company may not fire part or all of the show in the interests of safety and no refund will be given. The Company will work with the Client to manage any behavior that could jeopardise the display on the night.
10.13 The Client is responsible for ensuring that there are no parked cars or other obstructions situated within the allocated fall out zone for the duration of the fireworks display. The Client may wish to erect signage or arrange for stewards to enforce this where necessary. If the Company cannot fire the show safely due to closely parked vehicles or other damageable items, the Company may need to remove some or all of the product from the show depending upon the circumstances and no refund will be given. The Company will work with The Client to clear any obstructions on the night.
10.14 All roads and pavements within the allocated fall out zones must remain closed for the duration of the show and until the Company have declared the area safe. Where appropriate, stewarding must remain in place to ensure security if in a public place, or a location which can be accessed easily by the public. Path and road closures may require advanced notice be given to the public and this is the responsibility of the Client. The Company can assist with this process where required.
10.15 The Client or the Client's Team should be on hand at the Event site (where appropriate) to advise the Company of any decisions that relates to the display dynamic, firing time and Event safety. The Company cannot be held responsible for an issue arising if the Company has not been informed of any Event changes or circumstances that affect the firing of the display.
10.16 If the Company does not fire on time due to a delay in the firing cue from the Client (or Client's Team), or due to an issue arising from an unclear cue, the Company cannot be held responsible and no financial penalty will be applied. For clarity and the avoidance of doubt, a sensible cue should have a lead in ("fireworks stand by") and either a countdown to 'fire' or a simple cue such as 'fireworks go, fireworks go'. Cues should be agreed in advance. Radio communication should be restricted to production and the Company to prevent confusion or open channels, which can prevent communication.
10.17 At the time of firing, the Company will review the firing site and safety zones. The display will only be fired when the site is considered safe.
10.18 Where applicable, the Client should inform the Company of who it is on the day that will be giving the Company the cue to fire. In the event of the Company not being informed of the person responsible for giving the cue, the Company will seek this information upon arrival at the site. It is the Client's responsibility to ensure that the Company know who it is that is authorised to give the cue, otherwise the Company cannot be held responsible for firing under instruction.
10.19 If the Company are late in firing or unable to fire some or all of the fireworks due to the following reasons, no financial penalty will be applied:
10.19.1 Changes in firing time caused by events out with the Company's control, including but not limited to; late or on-the-day Client changes, changes to the firing site or circumstances out with the Company's control.
10.19.2 Any reason relating to health and safety (including but not limited to; safety of crew, public or property).
10.19.3 Adverse weather conditions
10.20 Fireworks displays can contain flashing effects and loud noises. The Client may wish to inform the public in case there are people present who may have an adverse reaction to these effects.
10.21 It is the Clients' responsibility to ensure that the Company have suitable access to the firing site. The Client should make the Company aware of any special considerations, access issues or restrictions that may hinder, prohibit or prevent us from getting our vehicles and crew to the firing site to enable us to set up the show.
10.22 Where appropriate, the Client should have first aid provision and a suitable first aider on hand under their own risk assessment requirements to assist the public as necessary.
10.23 In the very unlikely event of there being an accident or incident involving personnel or property perceived to be as a result of the fireworks display, this needs to be raised with the Company on the night. Information, such as nature of the incident and what damage was caused should be provided. If this information is not provided on the night of the Event for the Company to review, the Company will not accept liability.
10.24 Due to the design and function of fireworks, cardboard debris will be emitted. Conditions such as wind, rain or snow can hinder the clear up operation. The Company will work hard to leave the site tidy as far as is practically possible, but some debris may remain.

11.0 Lance Work

11.1 Lance work is a static set piece that is elevated above the ground on large stands. It generally burns for up to 60 seconds. The very nature of fireworks means the Company cannot precisely guarantee burn-time; therefore, the duration is a guide.
11.2 On occasion, especially if there is dampness in the air, some lances may not ignite. This is a rare occurrence and is beyond our control.
11.3 Due to the nature of lance work, it cannot be tested prior to setting up on site. Each piece of lance work is bespoke and built to order, so the exact effect or colour cannot be guaranteed. The lance work will be constructed to the most stringent design requirements and checked prior to leaving our premises.
11.4 Smoke is produced as part of the effect as the individual lances burn. On a still night, the smoke will rise vertically. Where there is a wind, the smoke will get carried in the direction of the wind. Wherever possible, the Company will set up the lance work to ensure that any smoke will pass backwards through the frame and away from the audience. On some occasions, this type of placement may not be possible due to site placement restrictions.

12.0 Pyrotechnic, Flame and FX Services

12.1 The very nature of pyrotechnics means the Company cannot precisely guarantee burn-time. Quoted pyrotechnic durations is a guide.
12.2 If operating indoors, the venue should isolate the room from the alarm system for the duration of the effect plus 10 minutes, or until any smoke haze has lifted. The Client should contact the venue to confirm that they will isolate the alarm. The Company will also liaise with the venue on our Client's behalf in advance of the Event to ensure all necessary details are communicated.
12.3 The Company will take care to ensure that persons and property are not put at risk. This may necessitate in the removal of effects on the day.
12.4 The Company will take responsibility for the supervision of the pyrotechnics before, during and after the Event.
12.5 Where appropriate, the Client should provide the Company with a stage plan and contact details for other service providers to assist us with our Event planning, risk assessment and method of safe working.
12.6 The Client needs to have sought permission from the venue for the Event and advised the Company of any issues regards permissions. The Company will coordinate the details of the show with the venue and their safety team as required.
12.7 The Company will carry out a risk assessment and site review ahead of the Event where required. The Company use this assessment to create the set piece, entailing products that are considered safe for the site and venue parameters. Site and venue parameters may exclude the use of certain products.
12.8 In the event of adverse weather conditions (such as a strong wind on an outdoor stage or concert arena), the Company may decide to remove certain products from the show. This will only be done where there is a risk of injury to personnel or damage to property as a result of the pyrotechnics. The final decision on whether the pyrotechnics or FX are safe to fire, or whether part or all of the pyrotechnics or FX need to be withdrawn on the grounds of safety rests solely with the Company at the time of the show. No refund will be given.
12.9 If there is an unexpected issue with the firing location(s) upon arrival at the Event (such as an alternative stage layout or room configuration) that could be perceived to put personnel or property at risk, the Company may need to alter the effect or relocate the firing location(s) in the interests of safety and enjoyment. In these

circumstances, if required, the Company may need to remove certain products from the show to suit the alternative firing location(s), or remove all products from the show if an alternative location(s) cannot be found. The Client is responsible for ensuring that there are no obstructions or fire risk items situated within the allocated safety zone for the duration of the pyrotechnics. If the Company cannot fire the show safely due to unexpected obstructions or other damageable items, then no refund will be given. The Company will work with our Clients to clear any obstructions on site on the day wherever possible.

12.10 Specific Note 1: For fountains within a venue, unless stated otherwise, the effects that the Company use will require at least 1m safety distance to objects (such as tables and chairs) and 2m from the public. If the effect is being fired as the public is seated, it may be necessary to have one or two tables moved to the side and the public standing momentarily until the effect is fired. The Client is responsible for coordinating this with the venue. The Company will assist with the coordination of this in advance and on the day of the Event where required.

12.11 Specific Note 2: For table top fountains, when installed into flower arrangements the Company may need to make alterations to the flowers where it is considered to be necessary in order to secure and deliver the effect safely. The effect and space requirements within the flower arrangement will be coordinated with the florist in advance to minimise the requirement for any alterations on the day.

12.12 It is the Client's responsibility to ensure that there is no unruly or antisocial behavior from the public or performing members on stage that would put the pyrotechnics display, personnel or property at risk. In the very unlikely event that the show is considered unsafe due to unruly behavior, the Company may not fire part or all of the show in the interests of safety and no refund will be given. Where possible, the Company will work with our Clients and try and control any behavior issues that could jeopardise the show.

12.13 A representative from the Client should be on hand at the Event site (where appropriate) to advise the Company of any decisions that relates to the show dynamic, firing time and Event safety. The Company cannot be held responsible for an issue arising if the Company have not been informed of any Event changes, programme changes or circumstances that affect the firing of the show.

12.14 If the Company does not fire a product on time due to a delay in the firing cue from the Client (or Client's Team), or due to an issue arising from an unclear cue, the Company cannot be held responsible and no financial penalty will be applied. For clarity and the avoidance of doubt, a sensible cue should have a lead in ("pyro stand by") and either a countdown to 'fire' or a simple cue such as 'pyro go, pyro go'. Cues should be agreed in advance. Radio communication should be restricted to production and the Company to prevent confusion or open channels, which can prevent communication.

12.15 If the Company is late in firing or is unable to fire any product due to any of the following reasons, then no financial penalty will be applied:

- 12.15.1 Changes in firing time caused by events out with the Company's control, such as but not limited to late or on-the-day Client changes;
- 12.15.2 Difficulty in accessing the venue or set up area for reasons out with our control;
- 12.15.3 Any reason relating to health and safety out with our control

12.16 The pyrotechnics will only be fired when the effects are considered safe to fire.

12.17 Pyrotechnics can contain flashing effects and loud noises. It is the responsibility of the Client to inform guests / the Public of these flashes and effects.

12.18 The Client or venue should have first aid provision and a suitable first aider on hand under their own risk assessment requirements to assist the public as necessary.

12.19 Where appropriate, the Client or venue should have firefighting provision on hand under their own risk assessment requirements as necessary.

12.20 In the very unlikely event of there being an accident or incident involving personnel or property perceived to be as a result of the pyrotechnics and FX, this needs to be raised with the Company at the Event. Information, such as nature of the incident and what damage was caused should be provided. If this information is not provided at the Event for the Company to review, the Company will not accept liability.

12.21 Safety Data Sheets for all products are available on request.

13.0 Fountains

13.1 The very nature of fireworks means the Company cannot precisely guarantee burn-time; therefore, the duration is a guide.

13.2 Smoke is produced as part of the effect as the fountains burn. On a still night, the smoke will rise vertically. Where there is a wind, the smoke will get carried in the direction of the wind. Wherever possible, the Company will set up the fountains to ensure that any smoke will pass backwards through the fountains and away from the audience. On some occasions, this type of placement may not be possible due to site placement restrictions.

13.3 Where these fountains are being used alongside a pipe band, the Client should inform the pipe band of this effect. The Company will coordinate the details with the pipe band on the Client's behalf once the Company are given the details of the pipe band.

14.0 Fire Pits

14.1 These fire pits contain burning logs. They reach high temperatures and can cause injury if not treated with respect whilst they are burning. The Client is responsible for the safety and wellbeing of the public, especially young children, who should be supervised at all times around these products.

14.2 If there is any perceived risk to personnel or to property due to unruly or irresponsible behaviour from the public, the Company will extinguish the fire pits in the interests of safety and no refund will be given.

14.3 Only approved sources of fuel, such as logs and coal are permitted to be used on the fire pits. No member of the public is to be permitted to add fuel or place any items on the fire pits to prevent unpleasant or toxic fumes, such as that produced from burning plastics.

14.4 The fire pits must be lit at least 40 minutes prior to the required time. This is to ensure that they are burning brightly.

15.0 Confetti

15.1 The confetti the Company uses is dye fast and fire retardant. Non-metallic confetti is also biodegradable.

15.2 It is the Clients responsibility to seek permission from the Venue for the use of confetti. The Company will not be liable for any clear up charges associated with the use of confetti at the Venue.

15.3 Unless otherwise agreed with the Client, the venue will need to supply a 240v power source (internal socket if indoors, internal socket with extension cable if outdoors or a generator output if outdoors) to operate our confetti cannon units where required.

15.4 There may be cables as part of the set up. The Company will work as neatly as possible but on most occasions these cables will be visible.

15.5 When operating outdoors, the Client should be aware that wind and rain could have a significant effect on the direction and speed of fall of the confetti. For example, the effect may not last as long when there are gusting winds. The Company will do their best to ensure that the effect is as good as possible, taking factors such as wind into account when setting up the confetti cannon units.

15.6 If no colour or effect of confetti is specified, the Company will choose a colour of confetti at the discretion of the Company.

15.7 The clear up of the confetti after the effect has been launched is not part of our normal service. Should this service be required, whilst the Company will do their best as far as is practically possible to clear the confetti, the Client needs to acknowledge that it may not be possible to collect every single piece of confetti.

15.8 If space restrictions or issues associated with safety on the day do not allow us to set up the confetti cannons at the agreed location, (such as table layout within the room or band Equipment on stage) the Company will set up the cannons at an alternative location that is safe to fire. The Company also reserve the right to alter the effect on grounds of health and safety

16.0 General Safety

16.1 All matters regarding safety are of paramount importance. The Company expects the Client's cooperation in all matters relating to health and safety.

17.0 Liability and Indemnity

17.1 Where the Event is cancelled or terminated and where such cancellation or termination occurs due to reasons which are outside the Company's reasonable control, the Company shall be entitled to retain from any sums hitherto received from the Client or which may still be due from the Client to the Company such costs, expenses and disbursements which it has incurred or for which it shall or may be liable in connection with the Event and such contribution to the Company's overhead as shall be reasonable and shall return any balance to the Client. The Company may, but shall not be obliged to, take such steps as it shall in its discretion consider reasonable to obtain reimbursement of any such costs and expenses and shall, subject to deduction of costs incurred in connection therewith, reimburse any sums so recovered to the Client.

17.2 Except in respect of death or personal injury caused by the Company's negligence, the Company shall not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under the terms of the Agreement, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the Company's servants or agents or otherwise) in connection with the performance of obligations arising under the Agreement or with the use by the Client of the Event Management Services supplied in connection with the Event.

17.3 The Client shall indemnify the Company against all damages, costs, claims and expenses incurred by it arising from loss or damage to any Equipment (including that of third parties) caused by the Client or its agents or employees or the public.

17.4 The Company shall not be liable to the Client or be deemed to be in breach of the Agreement 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.

17.5 If Electrical generators or additional power supplies are required and if the Client does not avail itself of the opportunity of the Company providing an emergency supply (where this is available) the Company shall accept no responsibility for loss or damage howsoever caused as a result of any failure in the primary supply.

18.0 Confidentiality

18.1 Each Party undertakes that, except as provided by sub-Clause 17.2 or as authorised in writing by the other Party, it shall, at all times during the continuance of the Agreement and for 5 years after its termination:
- 18.1.1 keep confidential all Confidential Information;
- 18.1.2 not disclose any Confidential Information to any other party;
- 18.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of the Agreement;
- 18.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and
- 18.1.5 ensure that none of its directors, officers, employees, agents, sub-Contractors or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 17.1.1 to 17.1.4 above.

18.2 Either Party may:
- 18.2.1 disclose any Confidential Information to:
  - 18.2.1.1 any governmental or other authority or regulatory body; or
  - 18.2.1.2 any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;

  to such extent only as is necessary for the purposes contemplated by the Agreement (including, but not limited to, the provision of the Services), or as required by law. In each case that Party shall first inform the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body or any employee or officer of any such body) obtaining and submitting to the other Party a written confidentiality undertaking from the party in question. Such undertaking should be as nearly as practicable in the terms of this Clause 17, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and
- 18.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of the Agreement, or at any time after that date becomes, public knowledge through no fault of that Party. In making such use or disclosure, that Party must not disclose any part of the Confidential Information which is not public knowledge.

18.3 The provisions of this Clause 17 shall continue in force in accordance with their terms, notwithstanding the termination of the Agreement for any reason.

19.0 Ownership

19.1 All products, materials and Equipment used by The Company for the Delivery of Services remain the property of The Company.
19.2 All drafts, designs and intellectual content of our services, which are performed by The Company remain exclusively the legal possession, property and rights of The Company.
19.3 The Company reserves the right to photograph products and services in action and to use this imagery without restriction.
19.4 The Company reserves the right to video products in action and to use the footage without restriction.

20.0 Force Majeure

20.1 The Company will not be liable for any failure or delay in performing obligations where that failure or delay results from any cause that is beyond the Company's reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond the reasonable control of the Company.
20.2 If any event described under this Clause occurs, which is likely to adversely affect the Company's performance of any obligations under these Terms and Conditions:
- 20.2.1 The Company will inform the Client as soon as is reasonably possible;
- 20.2.2 The Company's obligations under these Terms and Conditions will be suspended and any time limits that the Company is bound by will be extended accordingly;
- 20.2.3 The Company will inform the Client when the Event outside of the Company's control is over and provide details of any new dates, times or availability of the Delivery of Services as necessary;
- 20.2.4 If an event outside of the Company's control occurs and the Client wishes to cancel the Contract, the Client may do so in accordance with your right to Cancel under Clause 20.

21.0 Term, Cancellation and Termination

21.1 This Agreement shall come into force on the Contract date and shall continue for an agreed term from that date, subject to the provisions of this Clause 20.
21.2 If the Client wishes to cancel the Event or Services in part or in full, the Client may do so at any time by written notice to the Company, provided that:
- 21.2.1 under no circumstances will the Deposit be returnable;
- 21.2.2 Any costs reasonably incurred by the Company in cancelling or rescheduling any arrangements connected with the Event shall be paid by the Client on demand, including:
  - 21.2.2.1 Costs committed by The Company on behalf of The Client, such as, but not limited to, hired in kit, special request items, third party services, branding, consumables, acts and entertainment.
  - 21.2.2.2 Where a service involves 'non - standard' or bespoke products and services, such as one-off items that are being manufactured for the Event, 100% of these item costs shall be paid by the Client on demand.

Service: Event Management
- 21.2.3 A cancellation notice is received by the Company ***not less than 6 months*** before the start date of the Event;
  - 21.2.3.1 25% of the Total Price is payable along with any costs and fees relating to clause 20.2.2. The amount due shall become immediately due and payable to the extent that the same has not already been received by the Company;
- 21.2.4 A cancellation notice is received by the Company is ***not less than 3 months but less than 6 months*** before the start date of the Event;
  - 21.2.4.1 75% of the Total Price is payable along with any costs and fees relating to clause 20.2.2. The amount due shall become immediately due and payable to the extent that the same has not already been received by the Company;
- 21.2.5 A cancellation notice is received by the Company ***less than 3 months*** before the start date of the Event;
  - 21.2.5.1 100% of the Total Price is payable and shall become immediately due and payable to the extent that the same has not already been received by the Company;
- 21.2.6 If the Event is rescheduled within 6 months of the original Event date; an additional 20% of the Total Price will be payable along with any costs and fees relating to clause 20.2.2. The Contract will be amended to the new date, subject to availability of Services.

Service: AV & Technical Production Services and Fireworks, Drones, Pyrotechnics, Flames & FX
- 21.2.7 Peak season dates for delivery of technical services are as follows:
  - 21.2.7.1 AV & Technical Production Services:
    - 21.2.7.1.1 12th August to 30th September (inclusive)
    - 21.2.7.1.2 20th December to 5th January (inclusive).
  - 21.2.7.2 Firework Displays, Drones, Pyrotechnics, Flames & FX Services:
    - 21.2.7.2.1 25th October to 25th November (inclusive)
    - 21.2.7.2.2 20th December to 5th January (inclusive).

Events Out With Peak Season Dates
- 21.2.8 A cancellation notice is received by the Company ***not less than 6 months*** before the start date of the Event;
  - 21.2.8.1 10% of the Total Price is payable along with any costs and fees relating to clause 20.2.2. The amount due shall become immediately due and payable to the extent that the same has not already been received by the Company;
- 21.2.9 A cancellation notice is received by the Company ***not less than 3 months but less than 6 months*** before the start date of the Event;
  - 21.2.9.1 50% of the Total Price is payable along with any costs and fees relating to clause 20.2.2. The amount due shall become immediately due and payable to the extent that the same has not already been received by the Company;
- 21.2.10 A cancellation notice is received by the Company ***not less than 2 months but less than 3 months*** before the start date of the Event;
  - 21.2.10.1 75% of the Total Price is payable along with any costs and fees relating to clause 20.2.2. The amount due shall become immediately due and payable to the extent that the same has not already been received by the Company;
- 21.2.11 A cancellation notice is received by the Company ***less than 2 month***s before the start date of the Event;
  - 21.2.11.1 100% of the Total Price is payable and shall become immediately due and payable to the extent that the same has not already been received by the Company;
- 21.2.12 If the Event is rescheduled within 6 months of the original Event date; only the Total Price will be payable along with any costs and fees relating to clause 20.2.2. The Contract will be amended to the new date, subject to availability of Services.

Events Within Peak Season Dates
- 21.2.13 A cancellation notice is received by the Company ***not less than 6 months*** before the start date of the Event;
  - 21.2.13.1 50% of the Total Price is payable and shall become immediately due and payable to the extent that the same has not already been received by the Company;
- 21.2.14 A cancellation notice is received by the Company ***less than 6 months*** before the start date of the Event;

21.2.14.1 100% of the Total Price is payable and shall become immediately due and payable to the extent that the same has not already been received by the Company. This is to cover loss of business during peak season dates.

21.3 It is The Client's responsibility to have cancellation insurance in place to cover the Total Price of the Contract, including any additional supplier costs and any other committed costs, including the refund of any income from ticketed services or Event.

21.4 Either Party may immediately terminate the Agreement by giving written notice to the other Party if:

21.4.1 any sum owing to that Party by the other Party under any of the provisions of the Agreement is not paid within 30 Business Days of the due date for payment;

21.4.2 the other Party commits any other breach of any of the provisions of the Agreement and, if the breach is capable of remedy, fails to remedy it within 20 Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied;

21.4.3 an encumbrancer takes possession, or where the other Party is a Company, a receiver is appointed, of any of the property or assets of that other Party;

21.4.4 the other Party makes any voluntary arrangement with its creditors or, being a Company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);

21.4.5 the other Party, being an individual or firm, has a bankruptcy order made against it or, being a Company, goes into liquidation (except for the purposes of bona fide amalgamation or re-construction and in such a manner that the Company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other Party under the Agreement);

21.4.6 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party;

21.4.7 that other Party ceases, or threatens to cease, to carry on business; or

21.4.8 control of that other Party is acquired by any person or connected persons not having control of that other Party on the date of the Agreement. For the purposes of this Clause 20, "control" and "connected persons" shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.

21.5 A breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.

21.6 The rights to terminate this Agreement given by this Clause 20 shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

21.7 If The Event cannot proceed due to Covid-19 restrictions being introduced by the Scottish and/or UK Government, The Company will endeavor to move the agreement to an alternative date within six months of the original Event date, providing adequate notification has been provided and subject to availability. Cancelations, even due to Covid-19 will be subject to the terms laid out between 20.2.7 and 20.2.14.

22.0 Verbal and Email Agreements

22.1 All email and verbal Agreements will remain in force.

22.2 Non-return of confirmation documents (whether written or electronic) does not constitute cancellation.

23.0 Effects of Termination

23.1 Upon the termination of the Agreement for any reason:

23.1.1 any sum owing by either Party to the other under any of the provisions of the Agreement shall become immediately due and payable;

23.1.2 all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement shall remain in full force and effect;

23.1.3 termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the Event giving rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach of the Agreement which existed at or before the date of termination;

23.1.4 subject as provided in this Clause 22 and except in respect of any accrued rights neither Party shall be under any further obligation to the other; and

23.1.5 each Party shall immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other Party any documents in its possession or control which contain or record any Confidential Information.

24.0 No Waiver

24.1 No failure or delay by either Party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

25.0 Further Assurance

25.1 Each Party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of the Agreement into full force and effect.

26.0 Costs

26.1 Subject to any provisions to the contrary each Party to the Agreement shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of the Agreement.

27.0 Set-Off

27.1 Neither Party shall be entitled to set-off any sums in any manner from payments due or sums received in respect of any claim under the Agreement or any other Agreement at any time.

28.0 Assignment and Sub-Contracting

28.1 The Company shall be entitled to perform any of the obligations undertaken by it through any other member of its group or through suitably qualified and skilled sub-Contractors. Any act or omission of such other member or sub-Contractor shall be deemed to be an act or omission of the Company.

29.0 Time

29.1 The Parties agree that the times and dates referred to in the Agreement are for guidance only and are not of the essence of the Agreement and may be varied by mutual Agreement between the Parties.

30.0 Relationship of the Parties

30.1 Nothing in the Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the Contractual relationship expressly provided for in the Agreement.

31.0 Non-Solicitation

31.1 Neither Party shall, for the term of the Agreement and for a period of 1 year after its termination or expiry, employ or Contract the services of any person who is or was employed or otherwise engaged by the other Party at any time in relation to the Agreement without the express written consent of that Party.

31.2 Neither Party shall, for the term of the Agreement and for a period of 1 year after its termination or expiry, solicit or entice away from the other Party any customer or Client where any such solicitation or enticement would cause damage to the business of that Party without the express written consent of that Party.

32.0 Third Party Rights

32.1 No part of the Agreement is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply.

32.2 Subject to this Clause 31 the Agreement shall continue and be binding on the transferee, successors and assigns of either Party as required.

33.0 Notices

33.1 All notices under the Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

33.2 Notices shall be deemed to have been duly given:

33.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

33.2.2 when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or

33.2.3 on the fifth Business Day following mailing, if mailed by national ordinary mail, postage prepaid; or

33.2.4 on the tenth Business Day following mailing, if mailed by airmail, postage prepaid.

In each case notices shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

34.0 Entire Agreement

34.1 The Agreement contains the entire Agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.

34.2 Each Party acknowledges that, in entering into the Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in the Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

35.0 Severance

35.1 In the event that one or more of the provisions of the Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of the Agreement. The remainder of the Agreement shall be valid and enforceable.

36.0 Dispute Resolution

36.1 The Parties shall attempt to resolve any dispute arising out of or relating to the Agreement through negotiations between their appointed representatives who have the authority to settle such disputes.

36.2 If negotiations under sub-Clause 35.1 do not resolve the matter within 1 month of receipt of a written invitation to negotiate, the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution ("ADR") procedure.

36.3 If the ADR procedure under sub-Clause 35.2 does not resolve the matter within 1 month of the initiation of that procedure, or if either Party will not participate in the ADR procedure, the dispute may be referred to arbitration by either Party.

36.4 The seat of the arbitration under sub-Clause 35.3 shall be Scotland. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed between the Parties. In the event that the Parties are unable to agree on the arbitrator(s) or the Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President for the time being of the Chartered Institute of Arbitrators for the appointment of an arbitrator or arbitrators and for any decision on rules that may be required.

36.5 Nothing in this Clause 35 shall prohibit either Party or its affiliates from applying to a court for interim injunctive relief.

36.6 The Parties hereby agree that the decision and outcome of the final method of dispute resolution under this Clause 35 shall be final and binding on both Parties.

37.0 Law and Jurisdiction

37.1 These Terms and Conditions and the Agreement (including any non-Contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of Scotland.

37.2 Subject to the provisions of Clause 35, any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions or the Agreement (including any non-Contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of Scotland.

38.0 Complaints and Feedback

38.1 The Company always welcome feedback. Whilst the Company will use all reasonable endeavors to ensure that your experience as a customer is a positive one, the Company nevertheless want to hear from you if you have any cause for complaint.

38.2 All complaints are handled in accordance with The Company's complaints handling policy and procedure.

39.0 Privacy Policy

39.1 To review our Privacy Policy in relation to how we gather and use your data for the delivery of our services, please click here. A hard copy is available upon request.

39.2 To review our Privacy Policy in relation to how we gather and use your data for marketing of our services, please click here. A hard copy is available upon request.

40.0 Agreement

40.1 If you accept our terms of business, please sign the Contract and return it to The Company.

40.2 If a signed Contract is not received by return, receipt of payment either in part or in full will deem confirmation of contract along with acceptance of these Terms and Conditions.

40.3 The person signing the Contract on behalf of The Client should ensure they are authorised to sign The Contract.

40.4 The Contract along with these terms and conditions are legally binding.

40.5 The conditions of contract are final.

We assure you of the highest level of service. Thank you for choosing 21CC Group Ltd.

Geoff Crow
Director
21CC Group Ltd