



Terms & Conditions

Danny the Fire Performer

dtfp.contact@gmail.com

07746191291

1. Application

1a.) These terms and conditions will apply to the purchase of services from 'Danny the Fire Performer' to you the customer/client. By booking any services from 'Danny the Fire Performer' (via paying the deposit amount requested), you are bound to these terms and conditions.

1b.) Amendments and rearrangements to your booking and any future booking of services will require a new booking form being completed and signed. As well as this, the customer/client will need to reconfirm agreement to the terms and conditions bound in the new contract agreement.

1c.) You must be aged 18 or over to be eligible to enter into a contract with booking services from 'Danny the Fire Performer'.

2. Booking

2a.) To book your requested services, the availability and eligibility will need to be confirmed by the customer/clients selected venue management/owners. Eligibility is determined based on the venue's policy regarding: fire/pyrotechnical/circus/LED performance as well as the venue confirmation of agreement to 'Danny the Fire Performer's' - 'performance services requirements' listed below (please see section 4a-e). It is necessary for the venue manager/ owner to provide written consent for the selected performance, along with written confirmation of the venue's eligibility in line with the 'performance service requirements' outlined in section 4a-e; this consent is required before accepting these terms and conditions. Alternatively, a written consent from the client, on the behalf of the venue owner/management is also acceptable, provided you have the relevant permissions to do so. False approval of consent by venue owners/management or from yourself the customer/client speaking on behalf of the owners/management, may result in loss of booking, including rights to a refund of monies paid and the client may be liable to cancellation fees.

2b.) To secure and finalize a booking, a deposit will need to be paid in full within 7 working days of the email request. This will happen after 'Danny the fire performer' receives a signed booking form and terms and conditions contract. The deposit is equal to 20% of the total service charge – booking through agency may require a different percentage amount. The service charge is calculated as total cost of services + worked example or agreed travel costs. *(If performance location is outside of the UK, total cost will also include cost of flights, accommodation, travel & food for the entire duration)*. Cancellation of the booking will need to be requested within 48hr's of this deposit payment to be eligible to receive full refund. Further details – see section 6.

2c.) A finalized booking confirmation email will be sent to the customer/client within 3-5 working days of receiving the deposit.

2d.) The final outstanding payment; 'final balance' of service booking, will be required no later than 7 days prior to scheduled performance date. Failure to do so may result in loss of the booking, the deposit monies already paid and will incur cancellation fees.

3. Services

3a.) All performance services listed via web / physical advertisement (website, social media, brochures etc) are subject to these terms and conditions, availability and the 'performance service requirements' listed within sections 4a-e.

3b.) 'Danny the fire performer' withholds the right to make changes to any advertised services (including the fire/pyro/circus/LED props used within performance's) whenever deemed necessary to comply with applicable law and the safety of both performer and audiences. These safety requirements include; but are not limited to, venue policy, social distancing measures/measures to prevent the risk of infection, performance area size and location and its correspondence to audience size, weather conditions and the health and safety control measures from on-site risk assessment etc. Any changes made will be notified to the client at the earliest convenience.

4. Performance Service Requirements

4a.) Minimum performance space required at performance area location varies from service to service as follows:

Outdoors - (Audience barrier to start of Backstage x Width of performance space)

- 'Fire Performance' = 3m depth x 7m length
- 'Fire Show Spectacular' = 10m depth x 12m length
- 'The Ultimate Fire Show Spectacular' = 12m depth x 20m length
- Meet & Greet / Walk About = 2m depth x 2m length
- Circus Skills Workshop = 10m depth x 10m length

Audience members are required to be at least 1m away from the front barrier and/or roaming performer. Back stage area is required for all fire shows at an additional minimum requirement of 2m depth x 3m length area. This must be situated a deemed safe distance by risk assessment from any unauthorized personnel and with restricted access.

Indoor space - (Audience barrier to start of Backstage x Width of performance space x Height of ceiling)

- 'Fire Performance' = 3m depth x 5m length x 4m height
- Meet & Greet / Walk About = 2m depth x 2m length x 3m height
- Circus Skills Workshop = 10m depth x 10m length x 3m height

Audience required to be at least 1m away from front barrier and/or performer. Back stage additional area required at 2m depth x 3m length x 3m height and must be situated a deemed safe distance by risk assessment from unauthorized personnel with restricted access. Two separate areas within 'Backstage' must be designated 'Fuelling Station' and 'Extinguish Area' and allocated for all indoor performance services.

A prior risk assessment will address which fire and pyrotechnical props are deemed 'safe and suitable' to be used during a performance within the venue's selected performance area and its measurements. Even if minimum distance requirements stated above are met, certain fire and pyrotechnical props or elements to the performance can require a larger amount of space and can be deemed unsuitable or unsafe to perform. 'Danny the Fire Performer' withholds the right to replace or exclude any prop and/or element deemed 'unsuitable' or 'unsafe' for the performance area.

4b.) A minimum set up and set down time is needed for each performance. These timings vary from service to service as follows:

- 'Fire Performance' = 90min
- 'Fire Show Spectacular' = 100min
- 'The Ultimate Fire Show Spectacular' = 120min
- Meet & Greet / Walk About = 90min
- Circus Skills Workshop = 60min

Venue must supply available space for storage and a private changing room with an available source to fresh drinking water.

4c.) Allocated performance area must be free and available to allow for minimum set up and set down time prior and after allocated performance start time. No unauthorized personnel allowed within this area during set up and set down and performance allocated time. 'Danny the Fire Performer' will not be accountable for any changes to timings and/or inability to perform if performance area is deemed 'unavailable' to access for the minimum set up and set down times stated above.

4d.) Allocated performance space must be easily accessible by car with free parking available for loading and unloading necessary performance equipment.

4e.) Allocated 'Fire Safety Marshal' must be present during any fire/pyrotechnical performance services which are featured indoors. Allocated 'Fire Safety Marshal' must be present during the performance service - "Ultimate Fire Show Spectacular". Allocated 'Fire Safety Marshal' must be present during any outdoor fire/pyro performances 'Danny the Fire Performer' deems 'necessary for safety' after completing a prior risk assessment. Available management/staff member/venue representative may be allocated for this responsibility of 'Fire Safety Marshal'. 'Danny the Fire Performer' is willing to provide a 'Fire Safety Marshal' during all Fire Shows and any other service which states to have this element featured, however this is based on

availability of Fire Safety Marshal. If one is unavailable for the performance date, it is Danny the Fire Performers responsibility to notify client as soon as possible and confer with venue to organise a venue representative to stand in for this element if deemed necessary. Fire Safety Marshal's responsibilities include; but are not limited to, ensuring the safety of all on-lookers/audience members and the prevention of them accessing performance/backstage areas, remain in control of a CO2 fire extinguisher and have the training and ability to use it when necessary and to ensure the venue's EAP is effectively carried out in the unlikely situation of an unwarranted fire or medical incident. An available secondary CO2 fire extinguisher to be supplied by the venue if possible.

The client/customer has the right to refuse to have an allocated fire safety marshal present. In this circumstance, Danny the Fire Performer withholds the right to either amend the performance service or refuse to perform if the 'performance conditions' are deemed 'unsafe' for either performer and/or onlooker, due to the lack of a present 'Fire Safety Marshal'. In this circumstance, 'Danny the Fire Performer' will not be held accountable for amendments or loss of services and will not be held liable to offer any refund to the customer/client. In the unlikely circumstance that an unwarranted fire or medical incident occurs and/or worsens due to the lack of a present 'Fire Safety Marshal' after the client/customer has refused to have one allocated, 'Danny the Fire Performer' will not be held liable or accountable for any damages, cost's, injuries or loss of life.

5. Danny the Fire Performer's Responsibilities

5a.) 'Danny the fire performer' will perform to the highest standard the agreed services booked within the booking contract. 'Danny the fire performer' will arrive with plenty of time to carry out the necessary on-site risk assessments, greeting of client and or venue management, the un-loading and setting up of performance space and performance equipment all prior to the performance start time.

5b.) 'Danny the fire performer' will ensure all equipment necessary to carry out the booked performance service is his own, safety checked, PAT tested and certified safe to use for the performance service. No venue equipment is to be provided unless agreed to by venue management prior to performance.

5c.) The fee outlined within the booking contract is fully inclusive with no additional or extra charges. Extra charges only apply to any amendments made and agreed to prior to scheduled performance by 'Danny the Fire Performer' and the client/customer.

5d.) 'Danny the Fire Performer' is responsible for performing the selected performance service to their individual running times. The performance service will start at the prior agreed time slot on the performance date, unless delayed due to unforeseen circumstances and/or start time changed willingly by the customer/client. Performance services running times listed below are estimates. 'Danny the Fire Performer' will aim to meet these time values; however, performance duration may vary due to weather conditions and crowd interaction. Performance services durations are as follows: -

- Fire Performance = 12min
- Fire Show Spectacular = 20min
- The Ultimate Fire Show Spectacular = 30min
- Meet & Greet / Walk About = per 1hr = 3x20 min time slots
- Circus Workshop = 1hr 30min

5.e) 'Danny the Fire Performer' will adhere to the health and safety control measures; created by the risk assessment, throughout the event. 'Danny the Fire Performer' will address (either verbally and/or display visually) the important safety measures and rules to be followed by all audience members during the performance. This includes; but is not limited to – made aware of the safety barrier, audience to remain behind the safety barrier at all times, advised social distancing measures encouraged and audience members outlined responsible for their own safety and the supervision and safety of their own children and/or pets. *'Danny the Fire Performer' will not be held accountable or liable in any circumstances should any safety measures and/or rules outlined are not adhered to by any audience members, members of staff or members of the general public.*

6. Customer Responsibilities

6a.) Customer is responsible for liaising with venue management to confirm the following - consent of performance services permitted on venue grounds, the location of performance area and backstage area and ensure that a venue staff member or representative has been allocated 'Fire Safety Marshal' for the performance service by venue management when applicable.

Customer is also responsible for presenting important documentation to venue owner's/management from 'Danny the Fire Performer' (incl -public liability insurance, Chemical safety data sheets, Risk Assessment etc.) if he is unable to do so.

6b.) For Risk assessment, provide 'Danny the Fire Performer' with pictures, dimensions of performance area's & backstage locations and with any further information deemed necessary to complete an accurate risk assessment.

6c.) To notify 'Danny the Fire Performer' at the earliest convenience of any changes that may affect the performance service booked, (for example – change of performance area, change of performance start time, etc).

7. Cancellation/Rearranging Booking

You the client/customer have the right to cancel and or rearrange your booking at any time. However, the following cancellation fees will apply. If 'Danny the fire performer' is able to secure another booking of equal value scheduled on the same date as your cancelled event, **no cancellation fee applies**. This section is only applicable if booked directly through Danny The Fire Performer. In circumstances regarding booking through entertainment agencies, please see their own Cancellation/Rearrangement terms and conditions. If unavailable, the following measures provided in sections 7a-h apply.

7a.) Cancellation made within 48 hours of deposit payment received = No cancellation fee applies, full refund.
Only applicable if performance date isn't within 7 days of receiving deposit payment.)

7b.) Cancellation including and in excess of 91 days from performance date = 0% of the remaining balance owed on your contract will be due, no refund of the deposit already paid will be provided.

7c.) Cancellation from 61 days to 90 days of performance date – 50% of the remaining balance owed on your contract will be due, and no refund of the deposit already paid will be provided.

7d.) Cancellation from 31 days to 60 days of performance date = 75% of the remaining balance owed on your contract will be due, and no refund of the deposit already paid will be provided.

7e.) Cancellation up to and including 30 days of performance date = 100% of the remaining balance owed on your contract will be due, and no refund of the deposit already paid will be provided.

7f.) 'Danny the fire performer' withholds the right to cancel any service booking at any time. In this highly unlikely circumstance, a full refund of deposit and final payment (if paid), is applicable. If cancellation is made by 'Danny the fire performer' due to the result of 'Force Majeure Event', 'Act of God' or 'Act of Nature' please see section 7h for circumstance details. If cancellation made by 'Danny the fire performer' is due to unsuitable/unsafe performing conditions due to fault by either venue or client/customer, 'Danny the fire performer' will not be held liable or accountable for loss of booking and withholds to right to refuse any refunds.

7g.) Rearranging a booking for a different performance date will act as a cancellation. If the new performance date is available, a new contract will be made for this booking (performance service rates may have increased for future booking date and this may be applied). The original deposit is transferable to this new booking as long as this rearrangement has been made and completed in excess of 90 days from original performance date. If booking rearrangement has been made within 90 days from the original performance date, normal cancellation fees apply unless superseded by 'Force Majeure'.

7h.) If booking is cancelled by the client, customer, venue or by 'Danny the Fire Performer' due to 'Force Majeure', 'Act of God' or 'Act of Nature' and has subsequently restricted the performance to commence, the following applies: -

i.) Client / Customer is able to transfer booking to a future date with no cancellation fees or additional costs should service rates increase. This transfer of performance date will only be valid to be rearranged to a date within an 18-month period from the original performance date. If the rearranged performance service has to be featured at a different venue location; travel costs are subject to change and are liable as additional charge. A new agreement of consent to performance service requirements from venue owner/management will also be required.

ii.) If unwilling or unavailable to transfer performance date, 100% refund of remaining balance is applicable. 'Danny the fire performer' withholds to right to refuse any deposit refund so as to cover any expenses already incurred.

Definition of 'Force Majeure', 'Act of God' & 'Act of Nature' :-

No party shall be liable for any failure to perform its obligations where such failure is as a result of Force Majeure, Act of God & Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, terrorist activities, death, illness or other incapacity certified by a properly qualified medical practitioner, epidemic – Including COVID 19 government issued laws/restrictions, accident, civil commotion, order of Government or Local Authority having jurisdiction in the matter or changes in law.

Any party asserting Force Majeure so as to negate liability shall have the burden of proving it and justifying that they took preventative action wherever possible to counteract the circumstance. If successfully proven then the cancellation fees outlined within section (7b-e) shall be unenforceable.

8. Privacy Policy

Your privacy is crucial to Danny the Fire Performer. Respect of your personal data is of utmost importance and Danny the Fire Performer complies to the General Data Protection Regulation with regard to your personal information. Danny the Fire Performer will not ask you for more information than is required to make this booking and your personal information will never be used by Danny the Fire Performer for personal gain nor sent to any third parties without explicit consent to do so.

Please sign below if:-

- You the client/customer have carefully read through and consent to all of the terms and conditions presented within this document.
- You the client/customer have liaised with the venue owners/management and are currently within possession of their written and/or verbal consent to have the performance services featured at the venue on the event date.
- You the client/customer have liaised with the venue owners/management and have their written and or verbal consent to the 'Performance Service Requirements' under section 4a-e, listed within these terms and conditions.

Signed:

Date:

Print Name:

Once signed, please send through a copy of this document, (A photo or scan of this document will be acceptable), along with written confirmation of consent for the performance by the venue owner/management or from yourself the client/customer writing and acting on their behalf.

