



Terms & Conditions

1. Application

1a.) These terms and conditions will apply to the purchase of services from 'PyroMystiques' to you the customer/client. By booking any services from 'PyroMystiques' (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 contact with booking services from 'PyroMystiques'.

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 'PyroMystiques'-'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 owners/management or from yourself the customer/client speaking on behalf of the venue owners/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 booking, a deposit will need to be paid in full within 7 working days of the email request. This will happen after 'PyroMystiques' receives a signed booking agreement form and terms and conditions contract. The deposit is equal

to 25% of the total service charge - booking through an 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 Edmonton, 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 not later than before the agreed performance date. Failure to do so may result in loss of the booking, the deposit monies already paid and will incur cancellation fees. We are willing to work with you if this term does not meet your needs, please let us know.

3. Services

3a.) All performance services listed via web/physical advertisement (website, social media, brochures etc) are subject to these terms and conditions.

3b.) 'PyroMystiques' 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)

- 'Solo Fire Performance'= 3m depth x 7m length
- 'Small Group Performance'= 10m depth x 12m length
- 'Large Group Performance'= 12m depth x 20m length
- Ambient/Roving/Meet & Greet= 2m depth x 2m 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)

- 'Solo Fire Performance'= 3m depth x 5m length x 4m height
- Ambient/Roving/Meet & Greet= 2m depth x 2m 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 personnel with restricted access. Two separate areas within 'Backstage' must be designated 'Fueling 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 unsafe to perform. 'PyroMystiques' 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 take down time is needed for each performance. These timings vary from service to service as follows:

- 'Solo Fire Performance'= 90min
- 'Small Group Performance'= 100min
- 'Large Group Performance'=120min
- Roving/Ambient/Meet & Greet=90min

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 take down time prior and after allocated performance start time. No unauthorized personnel allowed within this area during set up and take down and performance allocated time. 'PyroMystiques' will not be accountable for any changes to timing and/or inability to perform if performance area is deemed 'unavailable' to access for the minimum set up and take 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 Tech' MUST be present during 'Fire Performances.' Available management/staff member/venue representative may be allocated for the responsibility of 'Fire Safety Tech'. 'PyroMystiques' is willing to provide a 'Fire Safety Tech' during all Fire Shows and any other service which states to have this element featured, however

this is based on availability of Fire Safety Tech. If one is unavailable for the performance date, it is 'PyroMystiques' responsibility to notify the client as soon as possible and confer with venue to organize a venue representative to stand in for this element if deemed necessary. Fire Safety Tech'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 venue if possible.

The client/customer has the right to refuse to have an allocated fire safety tech present. In this circumstance, "PyroMystiques' 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 Tech'. In this circumstance, 'PyroMystiques' will not be held accountable for amendments of loss of services and will not be held liable to offer any refund to the customer/client. In the unlikely circumstance that an unwanted fire or medical incident occurs and/or worsens due to the lack of a present 'Fire Safety Tech' after the client/customer has refused to have one allocated 'PyroMystiques' will not be held liable or accountable for any damages, cost's, injuries or loss of life.

5. PyroMystiques Performance Responsibilities

5a.) 'PyroMystiques' will perform to the highest standard the agreed services booked within the booking contract. 'PyroMystiques' 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.) "PyroMystiques' will ensure all equipment necessary to carry out the booked performance service on their own. 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 'PyroMystiques' and the client/customer.

5d.) 'PyroMystiques' 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. 'PyroMystiques' 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= 10 min
- Fire Performance/LED = 15 min
- LED Performance = 10 min
- Ambient/Roving/Meet & Greet = per 30 min = 2x10min slots
- Ambient/Roving/Meet & Greet = per 1hr = 3x15min time slots
- GOGO Set = 2 hours stage presence
- GoGo Set= 4 hours stage presence

5e.) 'PyroMystiques' will adhere to the health and safety control measures; created by the risk assessment, throughout the event. 'PyroMystiques' 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. *'PyroMystiques will not 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 Tech' for the performance service by venue management when applicable. Customer is also responsible for presenting important documentation to venue owner's/management from 'PyroMystiques' (including public liability insurance, Chemical safety data sheets, Risk Assessment etc.) if they are unable to do so.

6b.) For Risk Assessment, provide 'PyroMystiques' 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 'PyroMystiques' 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 'PyroMystiques' is able to secure another booking of equal value scheduled on the same date of your cancelled event, **no cancelation fee applies**. This section is only applicable if booked directly through 'PyroMystiques'. 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.) 'PyroMystiques' 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 'PyroMystiques' 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 'PyroMystiques' is due to unsuitable/unsafe performing conditions due to fault by either venue or client/customer, 'PyroMystiques' will not be held liable or accountable for loss of booking and withholds the 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 'PyroMystiques' 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/management will also be required.

ii.) If unwilling or unavailable to transfer performance date, 100% refund or remaining balance is applicable. 'PyroMystiques' withholds the 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. Weather

If rain/snow is forecasted then an approved rain/snow plan must be discussed with the Artist ahead of time. If temperatures drop below -25 celsius, with or without windchill, or if wind speeds are over 40km/hr, the Artist has the right to request an alternative performance solution. In the event that Artist's equipment is not able to be protected by the elements, the Artist reserves the right to take down their gear at the first sign of rain/wind/snow and the full performance fee will still be paid.

9. Photographs & Video Footage

PyroMystiques retains the right to photograph and take video of their entertainment and performance. PyroMystiques will use photographs and video of the event in their marketing efforts. This includes, but is not limited to social media, brochures, websites, Pinterest, advertising, magazine submissions and other publications related to self-promotion and marketing.

Photographs and videos taken by PyroMystiques of their performances remain PyroMystiques property. PyroMystiques photos and videos are not to be reproduced, copied or edited in any way by The Client or any third party without PyroMystiques prior permission.

Any photos provided to PyroMystiques by The Client's photographer will only be used by PyroMystiques for the promotion and marketing of PyroMystiques. Business photographer's credits will only be displayed if requested.

10. Privacy Policy

Your privacy is crucial to PyroMystiques. Respect of your personal data is of upmost importance and PyroMystiques complies to the General Data Protection Regulation with regard to your personal information. 'PyroMystiques' will not ask you for more information than is required to make this booking and your personal information will never be used by 'PyroMystiques' 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 procession of their written and/or verbal consent to have the performance service 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 'Performer Service Requirements' under section 4a-e, listed within these terms and conditions.

Signed: _____

Date: _____

Print Name: _____

Once signed, please email through a signed 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.

The logo for PyroMystiques, featuring the brand name in a stylized, handwritten-style script. The 'P' and 'M' are large and connected, with 'yros' and 'ystiques' in smaller letters. There are three small stars above the 's' in 'Mystiques'.