



Terms & Conditions For Clients

Between Greentop Community Circus Centre Ltd ('Greentop') and the Customer ('you')

1. Greentop is a company limited by guarantee, number 3185290, a registered charity, number 1054722 and its registered office is: Saint Thomas Building, 74 Holywell Road, Sheffield, S4 8AS.
2. You have requested that Greentop provide you with an artist/s under the terms stated below.

You and Greentop agree by this contract that:

3. For the purposes of this agreement, the term "artist" refers to all tutors, performers and any makers, technicians or other personnel (singular or plural) associated with the conduct of a class or performance.
4. Greentop will engage an artist to appear at the venue on the date and at the time and for the activities stated in the Booking Confirmation.
5. Your contract is directly with Greentop Circus, you agree that you will not engage the artist for this or any subsequent bookings except through us, if you want to engage the artist you will do so through an official Greentop Circus representative. Where an artist offers you their direct contact details, business card or other promotional items with a view to securing engagements, you agree to refer them back to Greentop Circus.
6. Where the event is not held at the Greentop Circus Centre, you will ensure that the venue is suitable for the performance, complies with relevant health and safety legislation and is covered by an adequate public liability insurance policy.
7. You or your invitees will not do anything to put the health, well-being or safety of the artist or any of the participants at risk. If the artist considers himself or herself or the audience to be in danger or at risk through anti-social behaviour or for any other reason, then s/he has the right to withhold their services until they are satisfied that it is safe to continue.
8. Where the event is not held at the Greentop Circus Centre, you will ensure that the venue has adequate parking, changing facilities, toilets, refreshments, heating and lighting and an electricity supply if required by the artists.
9. If adverse weather or other conditions prevent the artist from conducting any of the activities for which they were engaged, then you will pay the fee as stated in the Booking Confirmation.
10. You will indemnify Greentop against any expense, liability, loss, claim or proceedings it incurs as a result of any act or default of yours in breach of this contract. Greentop reserves the right to keep any fees that might be refundable to you in satisfaction or part satisfaction of such expenses.
11. If the artist is unable to attend for the performance, then Greentop will use reasonable endeavours to secure a replacement artist for the performance. In the event that this is not reasonably practicable, clause 14 below will apply.
12. Payment of a deposit in advance is required to secure any booking. The final payment of the fee must be made within 28 days of the date of the invoice or of the end of the engagement or performance, whichever is the later.
13. In the event of you cancelling an engagement, a cancellation invoice (as specified below) will be sent to you as soon as possible after you notify us of a cancelled engagement or performance.

Termination or Cancellation.

14. If you cancel the event (other than under clause 15 below) then the following provisions apply:
 - a. if you cancel 14 days or more before the event, then you must pay a £25 administration fee,
 - b. if you cancel 13 days or less before the performance then you must pay 100% of the full fee.
15. If the artist (or the replacement artist engaged as described above) fails to attend the performance, Greentop will refund your fee in full for that particular performance within 28 days or will make no charge if you have not yet paid the fee.
16. If Greentop cancels the performance and is unable to supply an alternative artist, Greentop will refund your fee in full for that particular performance within 28 days or will make no charge if you have not yet paid the fee.
17. If the performance (or any day of the performance if more than one) is cancelled or suspended by order of any licensing or other public authority, then:
 - a. Greentop will refund your fee in full within 28 days or will make no charge if you have not yet paid the fee.
 - b. Greentop will take reasonable steps (if practicable) to engage the artist (or a reasonably suitable alternative) for you on another date and at a comparable fee.

Amending This Contract

This contract may be amended by the written agreement of both parties. Any amendments shall be signed and dated by both parties and attached as a schedule to this contract document.

Applicable Law and Agreement

English law applies to this contract, and the contract is deemed to have been made in the Sheffield County Court jurisdictional area. This contract is the complete and exclusive statement of the agreement between the parties and supersedes all previous communications, representations and arrangements.

Complaints

Any complaints relating to this policy may be dealt with in line with Greentop's Complaints and other applicable policies in force and as amended from time to time, and should be referred to the Chief Executive.

General

No failure or delay to exercise, nor any partial exercise, by either party of any of its powers or rights under this contract shall operate as a waiver of those powers or rights. Any waiver granted must be in writing. All remedies under this contract are cumulative and not exclusive of any remedies provided by law.

If any part of this contract is found by a competent court to be unlawful or unenforceable, it shall be severed from the remainder which will continue to be valid and enforceable to the full extent permitted by law. Refer to relevant Booking Confirmation for specific details of booking.