



Terms & Conditions For Artists

Greentop Circus engages your services in accordance with the schedule below.

By signing your contract or sending written confirmation, you confirm that:

1. You have appropriate public liability insurance for the engagement with a minimum cover of £10m per claim.
2. For contracts where children or vulnerable adults may be present you have evidence of an enhanced DBS check and otherwise meet statutory requirements relating to Child Protection or Safeguarding
3. You will be responsible for payment of your own income tax and national insurance contributions in relation to the fees you receive under this contract.
4. You will start and finish the engagement on time and be appropriately dressed and adequately prepared.
5. If you are unable to attend the engagement, you will inform Greentop at the earliest opportunity, and wherever possible will provide Greentop with details of a suitable alternative tutor/ performer in sufficient time to enable Greentop to engage that person. Otherwise clause 6 below will apply.
6. If you fail to fulfil the contract you will be responsible for repaying any expenses incurred by Greentop, this could be done by offering free workshops or performances, at a future date.
7. You are responsible for supplying all your own standard equipment as required for the engagement. This includes props, clothing, costumes, and footwear and safety gear. All the equipment that you provide for the engagement should be in good working order and fit for purpose. Where specific equipment is required for an engagement that is not considered to be standard and this is agreed to be the case by all parties, then the customer will be expected to cover this cost.
8. No part of the work you deliver on this engagement is likely to be a danger to anyone else.
9. You will not accept any engagement for this or subsequent bookings directly or indirectly from this client, your contract is with Greentop Circus, if this situation arises you agree to refer them back to Greentop Circus.
10. You will not offer or promote your services to the client or any other third party whilst on a Greentop engagement; verbally, through the distribution of your own promotional materials or any other method. Instead you will ask enquirers to contact Greentop in relation to any future engagement.
11. Employees, freelance artists, performer and tutors should not establish, work or volunteer for, or promote, any business/ group/ association or other entity which competes with or duplicates in name or function any of the projects, activities or services of the charity, in particular running a circus centre or training space, youth circus, full time or accredited course including for one year after the contract end date without prior written consent.
12. You will not do anything (or fail to do anything), which results in bringing Greentop into disrepute or attracts adverse publicity to Greentop.
13. Nothing in the work you deliver on this engagement infringes any copyright or other performance rights of any other person or body.
14. You will not work under the influence of drugs or alcohol.
15. Should you be faced with any conditions likely to cause a danger to yourself or members of the public, (such as antisocial behaviour from members of the public audience or others, or in the event of an outside engagement, adverse weather) you will withdraw your services, inform the client and wait until the problem has been dealt with. Once dealt with the engagement can be continued.

For contracts where artists are booked through another external agency or organisation, the following conditions will also apply:

16. The external agency/organisation will undertake to ensure that that all the artists on their books have the right to work in UK.
17. Greentop retains the right to demand proof of the right to work in the UK from any artist referred by the agency.
18. The agency/organisation will indemnify Greentop against any claim or proceedings as a result of any failure on their part to comply with clause 1 above

Termination and Cancellation fees:

19. If the client of Greentop terminates a booking or this agreement, for whatever reason, they may do so in writing at any time, however, depending on when the cancellation is made there will be the following charges:
 - If cancelled within 60 days notice prior to delivery of the programme or event, the following cancellation fee will be due: 25% of the full fee or all expenses reasonably incurred/contracted plus 25% of artists performance fees, whichever is the greater.
 - If cancelled within 30 days notice prior to delivery of the programme or event, 50% of the full fee or all expenses reasonably incurred/contracted plus 50% of artists performance fees, whichever is the greater.
 - If termination occurs with less than 14 days notice of delivery of the programme or event then 100 % of the full fee will become due.

For a termination > 60 days in advance of delivery date, a 10% total project fee + expenses already incurred will be payable. Our Client Agreements will mirror this agreement. Notices shall be written and should be delivered in person – if by post then notice date is on receipt (2 days after posting).

20. In the event of a cancellation, if Greentop is able to find alternative work of an equivalent value, we reserve the right to swap the booking where feasible. This will be arranged by discretion and on a case-by-case basis. In the circumstance where this is possible, Greentop will not offer payment for the original cancelled booking.
21. If you fail to attend the engagement and have not complied with clause 5 above, you will receive no fee and you will be required to compensate Greentop for the reasonable expenses it incurs as a result. Compensation may take the form of your providing a free workshop or performance to a client on another date.
22. If the engagement is cancelled or suspended because of day of national mourning, fire, epidemic, strike, lockout, adverse weather or by order of any licensing or other public authority then no fee will be payable to you but Greentop will take reasonable steps (if practicable) to secure another engagement on an alternative date for you in these circumstances.
23. Greentop reserves the right to terminate this contract and cancel the engagement without paying any fee to you if:
 - a. Greentop receives a complaint about you from a client or other person which gives it reasonable cause for concern about the safety or suitability of your work
 - b. You are convicted of a criminal offence.
 - c. You are in breach of any clauses in this contract
24. Greentop reserves the right to withhold or reduce your fee if you arrive late or unprepared for the engagement or your work does not meet Greentop's or the client's reasonable requirements.
25. Payment of fees will be conditional on the following:
 - a. The completion of any paperwork required by Greentop, for example learner record forms, signing in sheets etc.
 - b. Artists must ensure they quote their job number booking reference on their invoice.
 - c. Artists must email their invoice to: accounts@greentop.org
26. Artists should send their invoice after the date of the completed work to Greentop Circus who will pay 30 days from receipt of the invoice.

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 the 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

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.