

GENERAL CONDITIONS CIRCO DI STRADA 2019

Clause 1 Applicability General terms and conditions

- a. These General terms and conditions are the General terms and conditions Circo di Strada. These conditions apply to the performances: Circo di Strada, Circo di Strada by Night, UniQcycle, Halloween Circus Parade and future other circus performances. In the following, all these performances are addressed with "Circo di Strada" as company name.
- b. The names of the performances are: Circo di Strada, Circo di Strada by Night, UniQcycle, Halloween Circus Parade. It's not allowed to change these performance names for promotional or sales purposes. This also applies to future other performances of Circo di Strada company.
- c. These General terms and conditions are applicable to all offers, quotes, engagements, plans, models, drafts, ideas and service agreements (ex Clause 7:400 etc. BW) between a (potential) client ("Client") and Circo di Strada, (including additional services, assignments, follow-up assignments and amendments thereto), as well as acts of law of Client and Circo di Strada in preparation (pre-contractual phase) of the Service agreement.
- d. An Agreement only gets legal effect through written acceptance by Client of an offer of Circo di Strada. Client also means a prospect envisaging services of Circo di Strada. An agreement does not come into effect if Client provides Circo di Strada with a counter offer or a deviant offer after receipt of the offer by Circo di Strada. Following a counter offer or a deviant offer Client and Circo di Strada shall renegotiate.
- e. General Conditions of Client, or parts thereof, will be refused explicitly and are never applicable to legal acts, offers or agreements, etc., unless Circo di Strada explicitly accepts these general conditions or parts thereof in writing.
- f. The clauses in these General Terms and Conditions are not only on behalf of Circo di Strada but also for all persons working for Circo di Strada or working for Circo di Strada at the time of execution of the services, or any third parties involved by Circo di Strada for the execution of the Agreement, respectively all the persons for which Circo di Strada could be liable according to law.
- g. Should one or more clauses of these General Terms and Conditions be invalid or annulled at one point, the other clauses of these General Terms and Conditions shall remain in place and valid. Circo di Strada and Client shall discuss new conditions for replacement of the invalid or annulled clauses, keeping in mind the original goal and purpose of the original clauses.
- h. Should Circo di Strada not demand strict execution of these General Terms and Conditions, this will not mean that these General Conditions are not applicable or that Circo di Strada would lose its right to demand strict compliance with the clauses of these General Terms and Conditions.

Clause 2 Rights and obligations of Parties

- a. Circo di Strada will do its utmost best and put enough effort to executing the agreement and a timely presence for the performance. Circo di Strada will strive to be present 60 minute before the performance, unless agreed otherwise in writing between Circo di Strada and Client.
- b. Circo di Strada will have the right to refuse performances, in case:
 - i. Of bad weather or if there is a bad weather forecast (code yellow, orange or red or any similar danger code) and the performance should take place outdoor, especially if the weather could damage the costume or materials, or could result in a dangerous situation for Circo di Strada, the persons working for Circo di Strada or any third parties involved by Circo di Strada, Client or public.
 - ii. Wishes of Client would result in irresponsible or dangerous situations or in conflict with any law and/or regulations.
- c. Client declares to take care and be responsible for all the necessary permits and liability insurances. Client also declares to be responsible for the presence of the necessary permits on the day of the performance(s)



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- d. Client indemnifies Circo di Strada and will hold Circo di Strada harmless if the necessary permits have not been acquired (timely) and the government executes. Notwithstanding the aforementioned Client will not be released of its payment obligation against Circo di Strada, in case the performance is interrupted or needs to be interrupted or annulled by the absence of permits or other documents necessary to perform.
- e. Client shall at all times arrange a dressing room with sufficient capacity for the amount of entertainers agreed upon between Circo di Strada and Client.
- f. Client shall at all times arrange one or more parking spaces near the location of the performance and at least within walking distance.
- g. Client declares that it is permitted or may validly represent its company to enter into an Agreement with Circo di Strada.
- h. Client shall arrange one or more contact persons at the location where the performance will take place, which contact persons shall be able to validly represent the Client or are permitted to make certain decisions, including additional services, amendments and/or payments.
- i. Client shall arrange (building) the décor and set for the performance(s) and shall discuss as such beforehand with Circo di Strada. Deviations from the pre-discussed decor and set shall be for the account of Client.
- j. Client shall take care of abiding to all security measures and shall take adequate measures to ensure the safety of Circo di Strada's artist, as well as that of the public and bystanders.
- k. Circo di Strada shall do its utmost to perform according to the wishes of Client. Sickness of (employees of or third parties involved by) Circo di Strada, shall mean force majeure as mentioned in Clause 6:75 en 6:76 of the Dutch Civil Code.
- l. Client can only amend the Agreement, execution thereof, décor/set, if agreed upon with Circo di Strada.
- m. Without the prior consent of Circo di Strada, Client is not permitted to publish photos, videos or other footage or materials of (backstage) performance in newspapers, magazines, other media, social media, websites, etc.

Clause 3 Payment

- a. The Dutch artist regulation is applicable to the Agreement between Client and Circo di Strada.
- b. Prices are set beforehand by Circo di Strada and offered to Client, unless agreed upon otherwise. These prices are applicable at the moment a booking has been placed, unless otherwise agreed upon.



- c. Payments of Client shall take place within the payment term agreed upon between Client and Circo di Strada. If this term is not agreed upon a term of 14 days shall be applicable. The term agreed upon or the 14 days term shall be fatal.
- d. Exceeding the term as mentioned in this Clause under d, shall result in a default, in which case Circo di Strada will have the right to take legal measures to collect the outstanding amount.
- e. Notwithstanding Clause 3d, Circo di Strada will send a reminder notice to Client, in which case Circo di Strada will have the right to charge administration costs.
- f. Possible collection costs are at the risk and responsibility of Client.
- g. Client has the right to cancel the assignment/Agreement. Cancellation takes place as follows:
 - i. Cancellation longer than one month before the performance date – free of charge. Any deposits will not be refunded.
 - ii. Cancellation between one month and one week before the performance date - 50% of the invoice amount shall be charged. Any deposits will not be refunded.
 - iii. Cancellation within the same week as the performance - 75% of the invoicing amount shall be charged.
 - iv. Cancellation on the day of the performance - 100% of the invoicing amount shall be charged.

Clause 4 Liability

- a. Client shall be liable for injuries, as well as damage of materials, clothes, costumes, attributes, etc. of Circo di Strada or the aforementioned of third parties, employees, etc. if the damage is brought by wilful misconduct or acts of the public, bystanders, security, animals present (whether of the public, performers, etc.), décor choices of Client, accessory choice of Client, etc.
- b. Client indemnifies Circo di Strada entirely for the damages as mentioned in Clause 4a and shall be held to compensate these damages to Circo di Strada within a month the damages arose.
- c. Client shall be responsible for building the decor and set for the performance liaising with Circo di Strada beforehand.
- d. Following Clause 4c, Circo di Strada shall never be held responsible or liable for damages arising from third parties with regard to décor and set, mistakes within materials used or provided by Client, mistakes in the execution of the Agreement, violation of security measures and/or demands.
- e. Circo di Strada shall only be liable for direct damages arising from mistakes and defaults for his account. The liability of Circo di Strada for damages of Client, resulting from the Agreement or the partial execution of the Agreement is limited to the part directly in connection to the mistake or default and a reasonable amount compared to the extent of the assignment, which means that this amount shall never exceed the offered or actual amount invoiced. Indirect/consequential damage, such as losses, external Client costs, lost information, data or materials are excluded.
- f. Circo di Strada shall never be liable in case of force majeure, as mentioned in these General Terms and Conditions and Clause 6:75/76 DCC.
- g. Claims in connection to claimed liability of Circo di Strada shall be motivated as soon as possible, in writing, but no later than five days after the performance.
- h. If, notwithstanding the aforementioned, Circo di Strada should be liable for any damages of Client, this liability shall be limited to the insured amount of the liability insurance of Circo di Strada.
- i. Should for any reason, the insurer of Circo di Strada not pay up under the insurance, Circo di Strada's liability shall be limited to an amount of EUR 1.000,-
- j. The execution of this Agreement shall only be on behalf of Client. Third parties shall not have any rights based on this Agreement, not even if they have a direct or indirect interest to the result of the services. Circo di Strada shall not be liable towards third parties for services performed for Client.

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Clause 5 Performance details

- k. Every performance of Circo di Strada has his own reader with specification. This reader with additional information is expressly also part of these conditions, see attachment.

Clause 6 Other

- l. All offers, acts, agreements, disputes arising from the Agreement between Circo di Strada and Client shall be governed by Dutch law.
- m. In case of a dispute Circo di Strada and Client shall make sufficient effort to resolve their dispute, if possible via a MfN registered mediator.
- n. Should Parties not be able to resolve their dispute on their own, the Dutch court of The Hague shall be exclusively be competent.
- o. Should the English meaning of words and sentences in the Agreement or these General Terms and Conditions differ from the Dutch meaning, the Dutch interpretation and/or meaning shall prevail.