CIRCO di Strada

General conditions

Europe & Worldwide

General conditions Circo di Strada
Version 2026

Article 1: Application of general terms and conditions

a. These terms and conditions apply to Circo di Strada, office based at Waldeck Pyrmontstraat 9, 2713 BK Zoetermeer. They apply to all different circus parades of Circo di Strada. Hereinafter we will call the company "Circo di Strada".

b. The names of the performances are: Circo di Strada (our first circus parade: the same name as the company name), Circo di Strada by Night, Circolation, Cirque Masqué, Circuspieten Parade, UniQcycle and Wonderful Winter Parade. These names may not be changed for promotional or other purposes. This also applies to new performances in the future.

c. These terms and conditions apply to all agreements, quotations, ideas and collaborations between Circo di Strada and clients. This also applies to additional or changed assignments and preparatory work.

d. The client's terms and conditions or parts of these terms and conditions are explicitly rejected, unless Circo di Strada agrees to this in writing and clearly in advance.

e. These terms and conditions not only protect Circo di Strada, but also the people who work or have worked for them, and anyone they engage to carry out an assignment.

f. If part of these terms and conditions proves invalid, the rest will continue to apply. Circo di Strada and the client will then consult on new terms and conditions that are as similar as possible to the original approach of the terms and conditions.

g. If Circo di Strada does not strictly adhere to these rules on one occasion, this does not mean that they lose their rights to do so in the future.

Article 2: Agreements between Circo di Strada and the client

a. Each performance by Circo di Strada has its own technical rider with specific information. This rider with additional information is also explicitly part of these terms and conditions. See appendix.

b. Circo di Strada always does its best to be on time at the location, usually 90-120 minutes before the start of the performance, unless otherwise agreed.

c. The Client arranges all necessary permits and insurance and ensures that these are received on time. If problems arise due to the lack of permits, the Client is responsible. The Client indemnifies Circo di Strada against fines or problems resulting from this. The Client's payment obligation to Circo di Strada remains fully in effect if the performance cannot take place or must be interrupted due to the lack of the required permits, exemptions, or other necessary documents.

d. The client provides a suitable dressing room and free parking spaces close to the location. See the technical rider of the performance for specifications.

e. Safety first: the client provides a safe performance location (surroundings and audience) and dressing room.

f. Circo di Strada can provide promotional material that may be used for social media, newspapers, posters, etc. Photos or videos of Circo di Strada (before or during performances) may not be published or downloaded from the website or social media and used. Circo di Strada has specific photos available for promotion.

g. Circo di Strada will always do its utmost to ensure that the performance proceeds as well as possible according to the agreement.

h. Circo di Strada may refuse or adjust a performance if:
   I. The weather is bad (for example code yellow, orange, or red) and the performance is outside, with the risk of damage to costumes or props; or dangerous situations may arise for artists or the audience.
   II. The wishes of the client cause danger, are in conflict with the law or are contrary to public order.
   III. The event takes place in a region or country with an increased risk according to www.nederlandwereldwijd.nl/reisadvies or similar informative sites and safety cannot be guaranteed

i. If an employee of Circo di Strada is ill or a hired person drops out at the last minute for whatever reason, this is considered force majeure. In that case, the performance may not be able to proceed as planned and an alternative performance will be arranged.

j. If the performance has to be adjusted due to circumstances, this can only be done in consultation with Circo di Strada.

k. The client confirms that he/she is authorized to enter into an agreement with Circo di Strada on behalf of himself/herself or an organization.

l. The client designates one or two contact persons who can make decisions and agreements during the performance.

Article 3: Payments and cancellations

a. The client pays the fee as agreed in the quotation. If no term has been agreed, a payment term of 14 days after the invoice date applies. In the case of any deposit, 50% must be paid no later than 2 weeks before the performance date.

b. If the client does not pay on time, Circo di Strada may:
   i. Charge additional costs for collecting the payment.
   ii. Terminate the collaboration until payment has been received.

iii. Take legal action to collect the payment; any additional collection or other costs incurred are for the account of the client.

c. All prices quoted are exclusive of VAT and without the amounts that must be paid to BUMA/STEMRA, SENA and/or other comparable parties. Unless otherwise agreed, the client, location or event is responsible for these payments to BUMA/STEMRA, SENA and/or other comparable parties.

d. In case of cancellation, the following rules apply (the stated number of days is the period from when cancellation is made in writing until the performance date):
   i. More than 60 days: free cancellation
   ii. 31 to 60 days: client pays 25% of the quoted amount
   iii. 07 to 30 days: client pays 50% of the quoted amount
   iv. 06 to 00 days: client pays 100% of the quoted amount

e. If the event or performance is cancelled on the day itself or within 6 days prior to the performance date, regardless of the cause (including weather conditions, force majeure, pandemics, government measures, safety reasons or other unforeseen circumstances), the Client owes Circo di Strada 100% of the agreed quotation amount.

Article 4: Liability and damage

a. Circo di Strada is only responsible for damage that is directly caused by their own actions.

b. Circo di Strada is not responsible for:
   i. Damage caused by weather conditions, the public, or external factors.
   ii. Damage caused by the client not fulfilling his obligations (such as not arranging permits or a safe environment).
   iii. Indirect damage, such as lost profit, external costs incurred by the client, lost data or materials is excluded.
   iv. Situations caused by force majeure.

c. The client is responsible for damage to people, materials, clothing or attributes of Circo di Strada or third parties hired by them. This applies if the damage is caused by, among other things, the public, bystanders, security guards, animals (of the public or others); or by choices made by the client, such as decoration, special effects or accessories. Any damages will be reimbursed by the client within one month after the occurrence.

d. The client protects Circo di Strada against claims from third parties if they are caused by something for which the client is responsible.

e. If Circo di Strada is nevertheless found to be liable for direct damage suffered by the client, this liability is limited to the amount paid out by Circo di Strada's liability insurance. This amount includes the deductible that Circo di Strada must pay for that insurance.

f. Should Circo di Strada for whatever reason not be able to rely on its liability insurance or should this insurer for whatever reason not pay out to Circo di Strada, then Circo di Strada's liability for direct damage will in no case exceed the quotation or the invoiced amount, with in any case a maximum of € 5,000.-.

g. Complaints about the work and/or possible liability of Circo di Strada must be submitted in writing and clearly as soon as possible, but no later than five days after the performance.

h. The assignment is only carried out for the client. Third parties cannot derive any rights from the assignment or the work carried out, even if they have an interest in the result. Circo di Strada is not responsible for damage to third parties due to work for the client.

Article 5: Force Majeure

a. In situations of force majeure (such as illness of artist(s), natural disasters, bad weather, traffic situations on the route to the performance location or other unforeseen circumstances) Circo di Strada cannot be held responsible for not being able to perform the performance.

b. In the event of force majeure, Circo di Strada will try to find a suitable solution in all reasonableness, such as moving or adjusting the performance.

Article 6: Other agreements

a. This agreement does not entitle to exclusivity in any form whatsoever for future bookings or collaborations for the event, the organization agency, the location, etc. Any previously accrued rights automatically expire.

b. All agreements between Circo di Strada and the client are recorded in writing.

c. If anything changes in the agreements made, this will be confirmed in writing by both parties.

d. The parties will always make a positive effort to find a suitable solution.

e. These general terms and conditions are subject to Dutch law. If a conflict arises between Circo di Strada and the client, both parties will do their best to resolve this together, with or without a mediator. If this does not help, only the court in The Hague will be competent to handle the conflict.

And further…

We always look for ways to adapt the circus parades to the wishes of the client and the circumstances of the event. Do you have specific questions? Please feel free to contact us without obligation.

Contact

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