

CABARET / FESTIVAL CONTRACT

FOR CIRCUS PERFORMANCES

 Approved September 2023 by Equity

**This contract is for use by members of Equity for bookings of their circus act for one-off dates or short runs**

Contract issued on: ............................................................................... Contract Ref. No: .........................................

**Between:** ............................................................................................... ***The Hirer***

Address: ...............................................................................................……………………….……………………………………

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On-site contact name(s).........................................................................On-site contact numbers(s)………………….

**And:** ..................................................................................................... ***The Artist[s]***

Address: ................................................................................................ Contact Number(s)………….…..................

Name of Act if applicable……………………………………………………………………………………………………….

**Date[s] of Engagement[s]**: ..................................................................................................................................

**Total Fee**: ..................................... **Payable by**……………………..…[which shall not be later than 30days after performance]

**Deposit required:**...........................**Payable by date**..........................**Payment Method**…………………………….

**Description / Type of Act**: ..........................................................................................................................

**Venue**: ...................................................................................... Telephone Number[s]………………………….

Address: ...............................................................................................................................................................

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**Artist** to arrive by: ...............................................................................................................................................

**Rigging Set Up Time** required by Artist: .............................................................................................................

**Performance Start** time[s]: ...................................................................................................................................

**Duration** of performance: ................................................................................................................................................................

**Rigging and equipment to be provided by Artist:**.................................................................................................

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**Rigging and equipment to be provided by Hirer/Venue:**.....................................................................................

………………………………………………………………………..............................................................................

**Music to be provided by: …………………………………….In format……………………………………………………**

**PRS Payment to be by…………………………………………(Hirer / Venue / Artist)**

**Technical Specifications** are detailed below or if applicable technical riders will be provided by the Artist / are attached to this contract.

**Clauses and conditions**

1) **The Artist’s** engagement under this contract is such that they would normally be treated as self-employed for National Insurance & Income Tax Purposes by reason of being engaged under a contract for services.

2) **Health & Safety** - the Hirer undertakes to provide a safe working environment. The Artist’s technical requirements should be adhered to and it should be noted that if the Artist is unable to perform safely due to lack of provision by the Hirer such rigging points not having been properly tested they will not perform but their fee will still be payable.

All those providing electrical equipment shall ensure that they hold the relevant safety documentation for the equipment they provide. **All signatories to this contract are advised to hold Public Liability Insurance. Equity and Musicians’ Union members “in benefit” are covered by their respective group Public Liability Insurance policies.**

3) **Outdoor Performances** – Should this engagement be expected to take place outdoors there should be a contingency plan in place for inclement weather such as heavy rain, high winds, excessively high or low temperature. Such a plan should be covered in the technical riders. If the Artist’s performance is not able to go ahead at all due to such weather conditions and they are on site ready to perform then their full fee would still be due.

4) **Loss or Damage to Artist’s Property** - it is a condition of this contract that the Hirer is not responsible for loss of, nor damage to, the Artist’s property unless such loss or damage is caused by the Hirer or their servants or agents and/or the property is in the possession or control of the Hirer at the time of loss or damage. For safety and security reasons the Hirer shall ensure that neither audience members nor the public should have access to the Artist’s equipment after it has been set up on site either before or after the performance.

5) **Recording & Broadcasting** - The Artist is not obliged under this contract to take part in any audio/visual broadcast or recording in any media from the Venue whether or not during a normal performance and, if the Artist agrees to any such broadcast or recording, they will be free to negotiate a separate fee. Such fees shall be in line with Equity Recorded Media Agreements with BBC / ITV / PACT rates. Audio/visual recording by the Hirer shall be prohibited unless express consent is given by the Artist. The Hirer will use their best endeavours to ensure that members of the audience act similarly.

6) **Online Performances** - If a scheduled online performance is unable to proceed or is interrupted or delayed due to a technological fault such as equipment malfunction, mains power, telephonic​ ​or broadband connection, then every endeavour must be made to remedy such a fault within a reasonable timeframe to enable the performance to continue.  If this is not possible and the performance has to be cancelled due to a fault with the Hirer's equipment or connection, then full payment will be ​due to the Artist.  If the performance has to be cancelled due a fault with the Artist's equipment or connection​, ​then no fee will be payable.  Should the fault not be within either the Hirer's or ​the​ Artist's reasonable control, such as a wider connection or power failure​, ​then a mutually agreed date​, where possible, must ​be rescheduled.

7) **Cancellation- Cancellation by either party to this contract may only take place by mutual consent which must be confirmed in writing by both parties.** Should the Hirer cancel this contract without agreement by the Artist then the following cancellation fees will apply:

Longer than 60 days’ notice given – no fee

Longer than 30 days’ notice but less than 60 days – 50% of full fee

Longer than 10 days’ notice but less than 30 days – 75% of full fee

10 days’ notice or less – full fee due

Should the booking have been made within 10 days of the performance date then cancellation shall be by mutual agreement only and the above scale shall not apply.

8) **Illness** - in the event of accident or illness preventing the Artist from appearing, the Hirer shall be informed at the earliest possible opportunity and, if required by the Hirer, the Artist must provide a medical certificate forthwith. The Hirer shall not be obliged to pay the Artist’s fee for any performance(s) in respect of which the Artist is unable to perform. The Artist shall make their best endeavours to assist the Hirer to find a replacement artist if so requested.

9) **Force Majeure -** neither the Artist nor Hirer will be liable for any failure or delay in performing an obligation under this Contract mentioned hereinafter as a force majeure event, which includes but is not limited to definitions such as, acts of God, riots, war, terrorist acts, periods of national mourning, epidemic, pandemic (including the Covid-19 pandemic), quarantine, civil disorder, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion directly affecting the venue or the order of the Licencing or any Public Authority having jurisdiction. All parties agree to enter good faith discussions to renegotiate the Contract. If an agreement cannot be mutually reached and the Hirer has pre-paid, in full or in part, for the engagement, all payments will be refunded to the Hirer in settlement of any liability in respect of such engagement excepting any sums that the Artist has outlaid specifically for this engagement that cannot be recovered. For the avoidance of doubt, force majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

10) **Confidentiality -** The Artist and Hirer agree to respect at all times the confidentiality of the business of all parties relating to this engagement including but not limited to the fees and other financial terms and that they will not engage in any public pronouncements that may be detrimental to the reputation of the Artist, Hirer, fellow performers or venue/s and their staff. Such ‘public pronouncements’ including but not limited to Twitter, Facebook, Instagram, TikTok and all other such social media sites. In the event of a Freedom of Information request any personal data provided to the enquirer shall be in line with Data protection legislation.

11) **Prohibition of act by payment of full contractual fee** - provided that the Hirer pays the Artist their full contractual fee subject to the Artist duly rendering services or being ready, willing and able to do so, the Hirer may, without giving any reason, prohibit the whole or part of the Artist’s performance.

12) **Infringements** - the Artist shall not infringe any copyright, patent or other proprietary rights of any party and, in the event of infringement, shall indemnify the Hirer from and against all damages, liabilities and costs incurred by the Hirer in consequence thereof. If the Artist’s performance is contrary to the law or is objected to by any Licensing or other Public Authority, the contract in respect of which the objection is made may be cancelled by the Hirer unless the Artist shall forthwith change his/ her performance to remove the illegality or objections.

13) **Jurisdiction** – Unless otherwise indicated this contract shall be interpreted under the laws of the UK. Should any disputes arise that cannot be resolved by negotiation then either party can take the dispute to the courts in England and Wales, Scotland or Northern Ireland as applicable.

14) **Additional Clauses**

**Corrections to any of the details on this contract or objections to the above terms must be raised with the issuer immediately.**

**I/we have read and agree the Clauses and Conditions, which form an integral part of this contract above.**

**Signature**: ............................................................................................................ For the Hirer

*(An agent must NOT sign here without signed authority to do so)*

NAME IN BLOCK CAPITALS: ........................................................................................... Date: ................................

**Signature**: ............................................................................................................ For the Artist

*(An agent must NOT sign here without signed authority to do so)*

NAME IN BLOCK CAPITALS: ........................................................................................... Date: .................................