

International Circus Stardust Entertainment ©

Terms of Business

April 2011

International Circus Stardust Entertainment are hereby notifying you that we operate under the regulations governing the Conduct of Employment Agencies and Employment Businesses 2003, and are hereby notifying you of our Terms of Business. These terms are specific to engagements when International Circus Stardust Entertainment is acting as an Employment Business to provide temporary worker(s) for specific events unless otherwise stated in the contract/agreement and invoice. Please read these carefully before booking. These are the only Terms of Business which shall apply to our trading together when you agree to the hire of an Artiste/s and or an entertainment from us. Any variation of these Terms of Business can only be made in writing and agreed by both parties within 7 calendar days of the initial acceptance of the Terms and an in any event not after a booking has been confirmed.

1. Once International Circus Stardust Entertainment has received written confirmation of the booking of an Artiste/s from the Client/Hirer which we accept by electronic mail or facsimile and the Artiste/s accepts the booking, the booking is confirmed and a contract will be issued forthwith confirming the terms agreed.

2. Payment terms: All fees are payable according to payment terms as laid down in each contract/agreement. Under the terms of the Conduct of Employment Agencies and Employment Businesses Regulation 2003, when acting as an Employment Business, International Circus Stardust Entertainment undertakes to pay the artiste/s within the agreed payment terms irrespective of receipt of fee from the Client/Hirer. However, whether acting as an Employment Business or an Employment Agency if payment terms are not adhered to by the Client/Hirer then International Circus Stardust Entertainment retains the right to withdraw the Artiste/s without any redress from the Client/Hirer. Failure to pay by the due date by the client/hirer does not constitute a cancellation as in 4 below.

3. Travel expenses and technical costs: Unless otherwise agreed in writing, all travel and technical expenses will need to be provided and paid for in addition to the fee.

4. Cancellation terms:

i) In the event of a cancellation then a Notice of Cancellation should be sent to International Circus Stardust Entertainment in writing by recorded delivery post. Any cancellation will only take effect on the day we receive written instructions. Cancellations are not accepted by telephone or email

ii) If a booking is cancelled by the Client/Hirer after the Artiste/s has confirmed their acceptance of the engagement, the Hirer will be liable to pay International Circus Stardust Entertainment a charge to compensate for any losses and expenses incurred as a result of the cancellation. Unless otherwise agreed in the contract engaging the Artiste/s cancellation charges will be charged as a percentage of the total booking fee and will be charged at the following rates:

Up to 90 days prior to engagement date - 40% of total fee.

31-90 days prior to engagement date - 60% of total fee

1-30 days prior to engagement date - 100% total fee

iii) If the booking is cancelled by the Artiste/s engaged on the Client/Hirer's behalf International Circus Stardust Entertainment is in no way responsible for any costs or compensations to the hirer. Any deposits, fees or recoverable expenses already paid to International Circus Stardust Entertainment with regard to that Artiste/s will be promptly repaid. However International Circus Stardust Entertainment will use their best endeavours to find a suitable replacement.

5. Complaints. If in the unlikely event that the Client/Hirer has a valid complaint with the service provided by the Artiste/s, then written notification must be received by International Circus Stardust Entertainment within 72 hours of the engagement date. In the unlikely event of any complaint International Circus Stardust Entertainment will endeavour address the complaint. However it may be necessary to appoint an independent arbitrator to re-negotiate any terms or details of any existing agreements between all parties.

6. Copyright: All copyright and other intellectual property rights relating to any performance and any material or documentation used by the Artiste/s during a performance remain vested in the Artiste(s). Any information received by or from International Circus Stardust Entertainment about the event and/or Artiste(s) is strictly confidential and may only be used in relation to each particular engagement. Under the terms of the Data Protection Act, International Circus Stardust Entertainment is not allowed to disclose any information on the Artiste(s) unless that Artiste(s) has given specific permission. By accepting these Terms of Business, you accept that International Circus Stardust Entertainment may hold information on your behalf about specific events and/or Artist(s) and/or their personal details.

Business Address

International Circus Stardust Entertainment

Two Elms

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Tolleshunt Major

Essex

CM9 8JZ

UK