



## **TERMS AND CONDITIONS FOR THE HIRING CAMBERLEY THEATRE**

### **1. Bookings, Payments & Cancellations**

- 1.1 If the Hirer sells tickets through the theatre Box Office System, this will be held until expiry of the Hire Period and will be used in a final reconciliation against any loss or damage to the premises, hire fees, technical charge sales commissions and any other re-charges.
- 1.2 The Hirer shall pay any additional fees incurred as a result of the hire within 14 days from the expiration of the Hire Period
- 1.3 The Hirer shall be liable to pay the Hire Fees notwithstanding that he fails to produce the said production at the Theatre at the times aforesaid or any of them.
- 1.4 Subject to the provisions hereof any sum or sums due from the Hirer to the Theatre under the terms hereof shall be payable on demand.
- 1.5 For auditorium hires, a £500 deposit is required to confirm a booking. The amount paid will be deducted from your final settlement.
- 1.6 Should the Hirer wish to cancel, a rescheduled date may be offered by the Theatre. If a mutually agreed date cannot be found, the following charges would apply:
  - 1.6.1 If the cancellation is made 12 months before the start of the hire, the full £500 deposit is returned.
  - 1.6.2 If the cancellation is made 6 months before the start of the hire, 50% of the deposit is returned.
  - 1.6.3 If the cancellation is made 3 months before the start of the hire no deposit will be returned.

1.7 Deposits are required for the following non-auditorium hires:

1.7.1 £50 for Kids Parties

1.7.2 £100 for Private Functions such as adult birthday parties, wakes, anniversary celebrations

1.7.3 £250 for weddings

**2. Facilities included in Hire Fee:**

2.1 Use of the Auditorium, dressing rooms, stage and back stage areas including the Green Room.

2.2 A front of house service which will include front of house management, front of house stewards and bar service for each performance.

2.3 Two technicians for the period of your hire including rehearsals, fit up and performance.

**3. The Hire Fee shall not include the cost of:**

3.1 Technical staff at The Theatre over and above the standard provision of two personnel. One member of technical staff must remain backstage during the performance for the duration of the hire; the other is able to operate either sound or lighting. Technical staff can be supplied by The Theatre for an additional charge as set out in the Theatre Tariff for Technical Extras attached separately attached.

3.2 The storage of costumes/props prior to the Hire Period, any such storage shall be subject to the availability of space.

3.3 A bar licence extension.

3.4 The employment of programme/ merchandise sellers.

3.5 Catering services (these can be provided for an additional charge details of which can be provided by The Theatre upon provision by the Hirer of its requirements).

3.6 VAT however where applicable VAT will be charged at the appropriate rate as set down by current legislation and the Theatre has the right to apply any amendments relating to VAT legislation without prior consultation with the Hirer.

**4. Additional facilities/staff**

- 4.1 Any extra staff other than those normally supplied by the Theatre and or special advertising which may be required shall be paid for by the Hirer.
- 4.2 The Hirer shall be permitted to use such additional facilities as the Theatre may offer by way of workshop, storage and scene-dock accommodation only by prior arrangement with a Theatre Technician and at such times as stated in the agreement and for an additional fee.

## **5. Hours of Opening**

- 5.1 Facilities at the Theatre shall normally be available for use during the Hire Period between the following hours:

Monday – Sunday 8.00am until 11.00pm

- 5.2 The hours of hire may only be extended on prior application to the Theatre and will attract an additional hourly charge plus licence administration fee.

## **6. Bar and Catering**

- 6.1 The Theatre shall have the sole right of the sale of bar, goods; confectionery etc and the Theatre shall have the sole right to all proceeds of the same.
- 6.2 Camberley Theatre does not allow any self-catering.
- 6.3 No alcohol may brought on-site.

## **7. Box Office**

- 7.1 The Hirer shall be charged a % commission of all net box-office sales for any tickets sold for the performance. This will also be inclusive of the ticket printing cost. Costs for this are outlined in your contract and our Box Office and Ticketing Services document.
- 7.3 The Box Office receipts shall be received by and remain under the control and disposition of the Theatre. Wheelchair spaces will only be sold through the Theatre Box Office.
- 7.4 The Theatre shall pay to the Hirer the box-office receipts within 14 days after the expiry of the Hire Period, subject to the deduction there from of the hiring deposit and

of any monies due, or bona fide claimed as due, from the Hirer to the Theatre under any provisions hereof.

- 7.6 No additional seats may be added to the plan once the show has gone 'live' onto the Theatre box-office system.
- 7.8 No third party shall sell tickets on behalf of the Hirer
- 7.9 All Theatre events will be managed via the Theatre Box Office.

## **8. Marketing and Publicity**

- 8.1 When requested by the Hirer the Theatre will include shows presented by the hirer in the brochure for an additional charge of £150 for a 1/3 of a page.
- 8.2 The Theatre Manager in consultation with the Theatre Marketing team shall have absolute discretion as to the editing of any such brochure and the decision of the Theatre shall be final.
- 8.3 Subject to the prior agreement of the Theatre Marketing Officer and the availability of space flyers and posters may be displayed in a designated area of the Theatre foyer for a period of up to 4 weeks in advance of a production save that the permitting of any display of any flyer is at the sole discretion of the Theatre Marketing Officer.
- 8.4 All posters to be displayed at the Theatre must be no bigger than A2 and no smaller than A3 they should be professionally produced and shall contain the correct dates, times, prices, location and contact details for the Theatre. Any such posters that do not meet the specified requirements may be refused. Posters for display at the Rotunda sites must be of the dimensions specified by the Marketing Officer.
- 8.5 The Hirer shall be responsible for all mailings, advertising, press and publicity for any production.
- 8.6 Arrangements for the use of free standing boards and other equipment within the venue must be agreed prior to the commencement of Hire with the Theatre manager.
- 8.7 The Hirer and all his employees, representatives or agents will ensure that nothing carried on or permitted by him by way of promotion or advertisement prior to, during

or after the run of the said production shall in any way adversely affect the Theatre or Surrey Heath Borough Council.

## **9. Other Fees and Royalties**

The Hirer agrees:

- 9.1 If the hire is for a theatrical production the Hirer shall pay all authors', composers', producers and other fees payable in respect of the performances of the said production.
- 9.2 If a concert consists of live or recorded music the Hirer is required to supply the Theatre after the hire has terminated with a signed statement of total gross box-office receipts. The Hirer is responsible for any PRS royalties (3%) for that concert immediately after the event. The Owner will issue the appropriate PRS forms to the Hirer.

## **10. Access**

- 10.1 No person with the exception of the artistes engaged in the said production, the Hirer's company officials, its employees, agents and representatives, and the Theatre, its employees, agents and representatives shall be allowed in the dressing rooms or on the stage or in any part of the backstage area of the Theatre.
- 10.2 The Hirer shall not enter nor permit any employee, agent or representative to enter the Theatre outside the hours on any day when the stage door is open and when the Theatre is open for rehearsals or the striking or building of scenery.

## **11. Supervision & Children**

- 11.1 Hirers working with children on site need to be aware of the Surrey Heath Borough Council's Safeguarding policy and procedures, and agree to comply with these where necessary to do so. Hirers should also follow safeguarding standards as a minimum, as identified with the Surrey Safeguarding Children's Board.
- 11.2 During the Hire Period the Hirer shall be responsible for:
  - 11.2.1 The efficient supervision of the Hired areas
  - 11.2.2 The effective control and safeguarding of any children

- 11.2.3 The orderly and safe vacating of the Hired areas in the case of an emergency
  - 11.2.4 The safety of the Hired areas
  - 11.2.5 The preservation of good order and decency
  - 11.2.6 The orderly behaviour of all persons permitted by the Hirer to enter the Theatre
- 11.3 No get-in, fit-up or get-out shall take place on any day without the supervision of a Theatre Technician.
  - 11.4 The Hirer must ensure that they are fully aware of the relevant legislation and that only fit and proper persons have access to children.
  - 11.5 Performance involving groups of children shall be adequately supervised by the Hirer at all times, with a ratio of at least one adult to every ten children.

## **12. Use**

The Hirer agrees with the Theatre as follows:

- 12.1 Not to use the Theatre or any part thereof for any purpose other than for Permitted Use
- 12.2 No part of the Theatre is to be sub-let or is to be used for any unlawful purpose or in any unlawful way
- 12.3 Not to do or allow to be done anything which may be, or tend to be a nuisance annoyance or disturbance either to the Theatre or to the occupiers of adjoining premises.
- 12.4 Not to make any alterations in the gas, electric, or other apparatus for lighting or for the ventilation of, or heating the Theatre without the previous consent in writing of the Theatre.
- 12.5 Not at any time without the previous consent in writing of the Theatre to affix any bills, papers, announcements, advertisements or boards in the Theatre or on the exterior thereof.

- 12.6 Not to cut, or allow any cutting or alteration of any of the stage properties or theatrical accessories, and not to make or permit to be made any alteration whatever in the Theatre or the furniture fixtures and fittings and equipment thereof without the consent in writing of the Theatre.
- 12.7 Not to permit any other person or organisation to use the premises throughout the Hire Period.
- 12.8 Not to take scenery, properties, costumes or luggage out of the Theatre except at the time arranged for the get-out, or by previous arrangement with the Theatre.
- 12.9 Not to address or allow any employee, agent or representative of his to address the audience in any part of the Theatre without the written consent of the Theatre except in the course of an approved part of the performance of the said production.
- 12.10 Not to use as a dressing room the room to the side of stage right.
- 12.11 To ensure that the company vacate the dressing rooms and remove all their personal effects or property from the Theatre at their own expense immediately following the termination of the last performance
- 12.12 Not to obstruct corridors exits or emergency exits

### **13. Capacity**

- 13.1 The number of persons in each dressing room shall not exceed the maximum capacity of each dressing room as specified in this clause:
  - Dressing room 1 – 3 persons
  - Dressing room 2 – 20 persons
  - Dressing room 3 – 5 persons
  - Dressing room 4 – 16 persons
  - Dressing room 5 – 8 persons
  - Green Room 1 - 25 persons
- 13.2 The number of persons in the Auditorium must not exceed the maximum capacity of 400 (seated events), 200 (cabaret) or 520 (standing).

### **14. Storage**

The Hirer shall ensure that prior to the get-in and after the time of get-out no scenery, props or equipment or personal effects are stored on the premises in the event that such items are left in the Theatre to pay to the Theatre the extra cost that will be entailed.

## **15. Scenery etc**

The Hirer will be entirely responsible for the proper setting of scenery, platforms, rostra, etc and for the proper working at all times of any mechanical or realistic effects

## **16. Condition of Theatre premises/property**

- 16.1 The Hirer shall maintain and keep all the hired areas including the stage and backstage areas in good order and condition.
- 16.2 The Hirer shall ensure that all stage and backstage areas are left in a clean and tidy condition free of litter after each day of hire and at the end of the Hire Period.
- 16.3 The Hirer shall return the stage to a “black box” set-up and ensure all lighting bars are de-rigged, unless advised not to be so by the Theatre staff.
- 16.4 In the event that the stage and backstage are not left as referred to above the Hirer shall pay the costs of the Theatre in arranging for the crew of the Theatre to do so.
- 16.5 The Hirer is to remove all equipment brought in by or on behalf of the Hirer at the end of the Hire Period.

## **17. Fire Precautions**

- 17.1 To ensure all scenery stage decoration props and property etc brought to the Theatre by the Hirer shall be fire proofed and flame retardant in accordance with the requirements of the Licensing Authority and Surrey Fire Brigade
- 17.2 To ensure any electrical items brought into the Theatre by the Hirer must be PAT tested with certification
- 17.3 A person nominated by the Hirer must be responsible for the roll call of all persons backstage during the time of hire. A list of such persons must be available in the event of a fire.

- 17.4 A person nominated by the Hirer and agreed by the Theatre Senior Technician as competent, should be responsible for evacuation and fire procedures of the backstage areas during the time of hire. If a person is not agreed upon a member of staff from the Theatre will be provided and an additional cost will be payable by the Hirer. The training of the said attendant is to be at a level of competency agreed by the Theatre Senior Technician and additional training should be provided when requested at no extra cost.
- 17.5 The use of pyrotechnics, firearms, live flame or smoke must be reported to the relevant authorities and the Theatre Senior Technician will advise who those relevant authorities are and such notification must take place no later than two weeks prior to the performance.
- 17.6 Use of pyrotechnics will not be permitted unless the Hirer can demonstrate full competence and awareness of all safety regulations regarding the use thereof.
- 17.7 The Hirer shall co-operate with fire drills which are arranged at varying times
- 17.8 The Theatre may refuse permission for use of any equipment if in the opinion of the Manager the equipment may endanger the Theatre or its users or vitiate in whole or in part any insurance policies relating thereto.

## **18. Smoking**

Smoking is not to be permitted anywhere in the Theatre or its immediate curtilage.

## **19. Health and Safety Requirements**

The Hirer shall prior to the commencement of hire undertake a suitable and sufficient risk assessment of the risks to the health and safety of his employees and other persons likely to be affected by the work in accordance with all current Health and Safety regulations.

## **20. The Hirer warrants that:**

- 20.1 He shall throughout the period of production have the right to perform publicly the said production

- 20.2 The said production and the method of presentation and performance thereof at the Theatre shall contain nothing which is likely to result in any court of law ordering the withdrawal of the said production or in the restriction of further performances by virtue of the Theatre Act 1968, Licensing Act 2003 or otherwise
- 20.3 The said production, including all music recorded and performed will comply with the copyright laws and will not be defamatory of any person, firm or company
- 20.4 The Hirer is and throughout the period of production will remain, under no engagement with any other management that can preclude him from complying with the terms of this agreement

## **21. Statutory requirements etc.**

The Hirer will ensure that nothing carried on or permitted by him or in about the Theatre or in any part thereof shall be contrary to any statutory provisions, regulations, byelaws or requirements of any local or other competent authority, or which shall cause a breach of any insurance policy, lease or official licence or consent under which the Theatre carry on business at the Theatre, or in any way adversely affect the Theatre or Surrey Heath Borough Council.

## **22. Rules**

- 22.1 The Hirer and all his employees, representatives or agents will observe and abide by any rules issued by the Theatre for the time being in force at the Theatre.
- 22.2 The Theatre reserves the right to refuse any future hires for any breach of the terms and conditions.
- 22.3 The Theatre operates a robust zero tolerance rule to physical and verbal abuse of staff. Any breach of this may result in the hire being cancelled and the production suspended.
- 22.4 The Hirer and their company must follow all instructions given to them by Theatre staff.

## **23. Script**

If so required by the Theatre, the Hirer will deliver to the Theatre at least twenty-one days before the opening performance of the said production at the Theatre a full script of the said production as it will be performed, and subsequently but not later than 48 hours before the first performance a copy of any amendments or additions thereto, and in the event of any prosecution or threatened prosecution under the Theatre Act 1968 or otherwise, consult with the Theatre and make such alterations or cuts in the said production as may be required by the Theatre.

#### **24. Printing/Programme**

The Hirer will send a copy of full matter and all printing and plots relating to the advertisement of the said production direct to the Theatre not later than twelve weeks before the opening performance of the said production and will alter or amend the same; he will send copy of programme with details of cast and company not later than six weeks prior to the opening performance.

#### **25. Injury to persons and loss of property**

The Hirer will indemnify the Theatre and keep it indemnified to the extent and in respect of any expenses, costs, fees, royalties, damages, liability, proceedings or any other payments whatsoever it may be called upon to pay to any third party as a result of

- (i) Any claim against the Theatre covered by the Hirer's warranties and agreements herein contained;
- (ii) any death, accident, injury, illness or incapacity whatsoever and howsoever caused, suffered by, or contracted by any person (whether employed by the Theatre or the Hirer, or both, or neither of them) while taking part in or attending any performance or rehearsal of the said production, or rendering any service or services to or for the Hirer in connection with the production of the said production at the Theatre, but in any case not attributable to any negligent act on the part of the Theatre.

(iii) any damage to or loss of any property, whatsoever and howsoever caused, belonging to any person (whether employed by the Theatre or the Hirer or both of them) taking part in or attending any performance or rehearsal of the said production or rendering any service or services to or for the Hirer in connection with the production of the said production at the Theatre, but in any case not attributable to any negligent act on the part of the Theatre.

## **26. Damage to Theatre property**

- 26.1 If the Theatre, furniture, properties, fixtures or fittings therein or any part thereof shall be destroyed, lost, damaged or altered by the Hirer or any employee, agent or anything occurring during the rehearsal or performance of the said production, the cost of reinstating, replacing or repairing the same shall be paid to the Theatre by the Hirer.
- 26.2 The Hirer shall notify the Theatre Manager of any damage immediately.

## **27. Insurance**

The Hirer will effect and maintain adequate insurance satisfactory to the Theatre against:

- 26.1 His liability (both statutory and common law) to the Theatre, its servants, agents and representatives, his own employees and third parties arising under the terms hereof.
- 26.2 Fire, theft, and other risks to all property whether his own or that for which he is responsible that he or his employees may bring into the Theatre, and to produce to the Theatre on demand either the relevant policies or a certificate of the insurance company that such policies are in force.

## **28. Liability of the Theatre**

The Theatre shall not be liable for any loss or damage by fire, theft or other cause whatsoever of or to the property of the Hirer or that of any members of his company.

## **29. Further exclusions of liability**

If the Theatre shall for any reason whatsoever not be in the occupancy and possession of the Theatre at the time or times for the performance of the said

production or at the time or times for the agreed rehearsals of the said production, or if the Theatre shall be closed during such time or any part thereof, or in consequence of national or local mourning, war, fire, tempest, epidemics, strikes, lockouts, disputes with employees (whether national, local or confined to the said Theatre), or by order of any licensing, national, local or public authority (whether such order shall or shall not be due to some act or default by the Theatre) or by reason of anything whatsoever outside the control of the Theatre, this Agreement shall be determined for such period as the Theatre may remain closed for any of the reasons aforesaid, and in such event the Hirer shall have no claims against the Theatre in respect of the nonfulfillment of the Agreement or any of the terms thereof.

**30. The Theatre reserves the right:**

- 30.1 To prohibit all or any part of the said production which it considers may be objectionable to its audience or likely to endanger the Licences of the Theatre.
- 30.2 To exclude any person from the venue as the Theatre in its absolute discretion thinks fit.
- 30.3 To prohibit the issue of any pictorials, bills, leaflets, posters, advertisements or any similar documents.
- 30.4 To use and allow to be used the Theatre or any part thereof for other productions, performances, entertainments or any other purposes at any time, save that this right shall not extend during rehearsals to those parts of the Theatre used for the rehearsal of the said production nor to use during performances of those parts of the Theatre used for performances of the said production, and provided that in the event of the Theatre causing any alteration to be made to the settings of scenery and lighting of the said production the same shall be restored by the Theatre before the next rehearsal or performance of the said production.

**31. Animals**

- 31.1 Should the production involve the use of animals the prior written consent of the Owner shall be obtained by the Hirer no later than twelve weeks before the first performance of the production
- 31.2 No animal is to be allowed to enter the Theatre except guide dogs

### **32. Partners**

- 32.1 Nothing herein contained shall constitute the Theatre and the Hirer partners, nor impose on them or either of them any of the right or liabilities of partners.

### **33. Termination**

In the event of the Hirer committing or permitting a breach of any of his warranties or agreements herein contained, the Theatre shall have the right forthwith to determine this Agreement, and the Hirer shall have no claim against the Theatre except the box office receipts for actual performances given subject to the deduction therefrom of the hiring fee if not previously paid, and of any monies due or bona fide claimed as due from the Hirer to the Theatre under any of the provisions hereof

### **34. Prevention of Corruption**

The Theatre may terminate this Agreement immediately if the Hirer shall have offered or agreed to give to any person any gift or consideration of any kind or inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this or any other agreement with the Theatre or if the like acts shall have been done by a person employed by the Hirer or acting on its behalf (whether with or without the knowledge of the Hirer) or if in relation to this or any other agreement with the Theatre the Hirer or any person employed by it or acting on its behalf shall have committed an offence under the Prevention of Corruption Acts 1916 or shall have given any fee or reward the receipt of which is an offence under Section 117 (2) of the Local Government Act 1972 or any re-enactment thereof.

### **35. Broadcasting etc**

Neither party will grant any right of or facilities for a broadcast by radio or television, nor for any tape, DVD or video-recording whether for commercial or private purposes of the said production or any part thereof prior to or during the period of the said production without the consent in writing of the other party hereto

### **36. Admission**

No free admission shall be given to any person except by arrangement with the Theatre.

### **37. Arbitration**

Any dispute or question between the parties hereto shall be referred to an independent Arbitrator as agreed by the parties pursuant to the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment of it for the time being in force

### **38. Notices**

All notices demands or requests by either party to the other shall be in writing and shall be sufficiently served if delivered by hand or sent by recorded delivery to the addresses of the parties as stated in the Agreement.

### **39. Agreement Personal to Hirer**

The benefit of the Agreement is personal to the Hirer and is not assignable or capable of being sub-hired

### **40. General**

- 40.1 Nothing in these terms and conditions shall affect the right of the Theatre to apply for any injunction to restrain the Hirer from committing or permitting a breach of any term of this agreement nor the right to determine this agreement, nor any other right or remedy open to it.
- 40.2 The Theatre shall retain control of the Theatre at all times during the Hire Period and the Hirer must at all times comply with the instructions of the Theatre.
- 40.3 The Theatre reserves the right of entry to the Theatre Hired areas at all times during the Hire Period.