



## THE HEADGATE THEATRE

### STANDARD TERMS AND CONDITIONS OF HIRE (SCHEDULE 1) (applicable from 1<sup>st</sup> September 2018)

#### 1. BACKGROUND

The Headgate Theatre (the Venue) is run mainly by volunteers, with limited paid staff input, and relies on Hirers to conduct themselves in a co-operative and responsible fashion.

The conditions set out below in this Schedule 1 form part of the contract of hire, and in each section, the responsibility of the Hirer is clearly set out, together with the responsibilities of the Venue. This Schedule 1 is supported by Booking Information Forms, submitted to the Hirer electronically by the Administrator at different stages of the process

Where timescales are specified, it is the responsibility of each party to meet those timescales.

#### 2. ACCESS TO THE BUILDING

The Hirer will:

- i) Identify their anticipated arrangements for access with the Venue when establishing the initial booking
- ii) Request any change of requirements in writing in advance of the booking;
- iii) Adhere to stated times of entrance to and exit from the Venue, as often the building will need to be unlocked/locked specially.

The Venue will:

- i) Arrange for volunteers to open/lock the building for any access required outside of daytime box office hours as specified by the hirer in accordance with 2 ii above;
- ii) Endeavour to respond to short notice requests for change **if it is within our volunteer capacity**.

#### 3. ADHERENCE TO HEALTH AND SAFETY REQUIREMENTS

The Hirer must follow the requirements of the Health and Safety at Work Act, which are displayed in the corridor access to the Dressing Room, and any other legislation relevant to the hire. In particular the Hirer should note that:

- i) A Health and Safety risk assessment will be required for public performances. This will be undertaken by a nominated Headgate Theatre representative, in conjunction with a representative of the Hirer at an appropriate time. Any anticipated issues should be discussed as part of contract arrangements as early as possible. Where the use of rostra or any form of scaffolding/raised platform is planned, this must be identified prior to "get in".
- ii) The Hirer shall inform the Venue, in writing, if the production requires the use of naked flame, smoke effects, lit cigarettes or other incendiary devices or effects on Booking Information Form 2.
- iii) There is no smoking in any part of the building at any time.

- iv) No drinks, liquids or food of any kind may be taken into any area where electrical equipment is being used. This includes the sound/lighting control areas and the stage area, unless as part of the action of a play.
- v) No painting or construction work may take place in any area of the Venue which would be accessible by or visible to the public during a performance. Necessary work as part of the erection of a stage set is allowed. The Hirer is responsible for providing all tools and equipment necessary to build and paint their set, and all materials should be removed from the premises at "get out". The Headgate will dispose of any items left by a hirer, and reclaim any costs associated with this. Items should not be "dumped" on adjoining premises.
- vi) All scenery and props must be adequately fire-proofed. The Venue can provide the correct fluids. A nominal charge may be made.
- vii) Any electrical equipment supplied by the Hirer must be currently PAT tested and labelled.

**All fire exits, fire doors, gangways and corridors are to be kept clear at all times to enable safe emergency exit if necessary. Clear access to the Disabled toilet adjacent to the dressing room must be maintained for wheelchair users.**

A complete and up to date First Aid kit is sited at the Front Desk. There are supplementary, partial kits in other parts of the building purely for the convenience of users.

The incident/accident book is sited at the Front Desk, and should be completed if any items from the First Aid box are used.

Any incident which is reported through the Hirer's own reporting system, and which relates to the premises should also be recorded in the Venue's incident/accident book or notified in writing within 3 working days to the Venue box office.

#### **4. ADVERTISING**

The Venue is responsible for:

- i) Supplying an electronic version of the theatre logo on the request of the Hirer;
- ii) Providing wall and leaflet display space within the theatre for Hirer material (A4 posters, A5 flyers);
- iii) Providing website advertising within the What's On page, unless it is specifically agreed with the hirer that this will not happen. A4 Poster images will be displayed where provided on the website and in the theatre building.
- iv) Providing foyer wall space for photographs of the current production;
- v) Producing and displaying, at our discretion, an advertising poster on the building exterior the week of the performance, subject to the availability of volunteers, and timely provision of information by the Hirer
- vi) Notifying the Hirer of any brochure production, the deadline date and the information the Hirer must supply in order to be included in the season brochure.

At the discretion of the Venue, and subject to volunteer capacity, advertising information will be supplied to free publications distributed within Colchester, and local social media diary publications.

The Hirer is responsible for:

- i) Supply of an electronic poster image in jpg or pdf format for use on the Headgate website Whats On and Ticket Source.
- ii) Submission of an image for inclusion in the season brochure (space permitting)
- iii) Production of any paper posters and leaflets specific to the hire and distribution of any printed material (unless agreed otherwise);
- iv) Ensuring that The Headgate logo, address and box office contact details appear on all advertising posters and leaflets and that the requirements of the licencing agent are included, as specified Arranging for any newspaper feature articles;
- v) Arranging for any photography specific to the hire.

## 5. AUDITORIUM EQUIPMENT AND LIGHTING

The Venue DOES NOT provide staff to set up or operate the lighting and sound desk. It is the responsibility of the hirer to arrange for competent personnel to undertake these responsibilities.

Where assistance is requested, the Venue can provide contact details of competent operators for lighting, sound or stage management on request. The Hirer will be responsible for any negotiation with these individuals and make any payment of agreed expenses directly to the individual.

The Venue will:

- i) Provide details of the Venue technical equipment available and a stage plan on the Hiring Spaces pages of our website;
- ii) Ensure that the equipment and lighting is functional at the commencement of hire and provide operator manuals.
- iii) Provide familiarisation with the equipment on request, and providing sufficient notice has been given to arrange volunteer attendance to do so.

The Hirer will:

- i) Only use general lighting for any rehearsal taking place in the auditorium except for technical or dress rehearsals;
- ii) Provide a competent person to operate any equipment, whether it is the Venue's equipment or equipment brought into the building;
- iv) Ensure that the lighting rig is restored to its base state unless it is specifically agreed that this does not need to happen. The Venue reserves the right to deduct costs for any significant work to restore the rig to base state at the rate of £50 per hour;
- v) Not remove any lanterns, clamps, chains that are the property of The Headgate. Should this happen, the hiring company will be charged for any costs incurred in enabling subsequent bookings to be fulfilled.

## 6. AUDITORIUM LAYOUT AND EQUALITY ACT 2010

The Hirer will need to determine how any theatrical or musical production is to be staged **prior** to confirming ticket pricing and sale arrangements for seats as the seating capacity will vary.

The Hirer must consider the requirements of disability access and seating, noting that it would be unreasonable to design a set in a way that creates a barrier for access to any group covered by the Equality Act 2010. Wheelchair spaces are usually designated in A10 and A11 of the standard layout.

## 7. BAR ARRANGEMENTS

The Hirer is responsible for:

- i) Notifying the Venue of the requirements for a bar as part of completion of Booking Information Form 2;
- ii) Confirm in advance any specific requirement for interval drinks or ice cream provision or any anticipated late night requirements by completing the relevant section of Booking Information Form 3.
- iii) Notify the venue in advance if any raffles, collections or displays are required.

The Venue is responsible for:

- i) Arranging for volunteers to operate the bar in accordance with the Hirers reasonable request. Hirers should note that in some instances, this may be limited to pre-show and/or interval opening.
- ii) Determining the prices and products to be sold within the theatre.
- iv) Determining whether any supplementary charge should be made if a production or event has no interval.

## 8. BOX OFFICE

The Venue will undertake the management of the Box Office and will be responsible for coordinating the sale of tickets unless there is express agreement to vary this clause. In doing this the venue will:

- (i) Provide daytime box office cover on Tuesday – Friday, 13:00 – 15:45 hours or as may be varied by notice to the Hirer;
- (ii) Provide an internet ticketing facility where patrons will be asked to pay a proportion of the software provider fee
- (iii) Provide a credit card booking facility with no transaction charge to the ticket purchaser if tickets are purchased in person or by telephone through the Box Office ;
- (iv) Provide an answer-phone and email facility for the booking of tickets;
- (v) Provide the printing of tickets in accordance with the information supplied by the Hirer;
- (vi) Ensure that group bookings are notified to the hirer, and any group reservations are actively managed;
- (vii) Ensure that bookings made by wheelchair users are communicated to the Hirer;
- (viii) Maintain a record of ticket sales for each production;
- (ix) Make payment of the income from ticket sales, less incurred hire expenditure/amounts held for damage within 14 days of the close of the production.
- (x) Provide a representative of the theatre to man the box office desk for auditorium productions, and for other hires by specific arrangement;

The Hirer is responsible for:

- i) Ensuring (by completion of Booking Information Form 2) that ticket price arrangements, including concessions or any special sale arrangements are clearly communicated and submitted to the Headgate Theatre Box Office at [tickets@headgatetheatre.co.uk](mailto:tickets@headgatetheatre.co.uk)

- ii) Identifying in advance any complimentary seating requirements;
- iii) Ensuring that the theatre policy of payment for tickets at the time of booking is clearly communicated within the hire group. Generally tickets will only be reserved for standard purchases without payment for a period of 48 hours (with exceptions for block bookings (10+). Where a performance is approaching full capacity, any person with reserved tickets will be contacted by the Box Office and asked to make immediate payment. Where contact is not possible, the theatre reserves the right, in discussion with the hirer, to offer these seats for sale to another patron.
- iv) Not exceeding the maximum occupancy of the auditorium, as determined by Fire Regulations;
- vi) Ensuring the theatre seating layout recognises that many patrons have general mobility difficulties, as well as needing to provide for wheelchair spaces.

## 9. GENERAL DATA PROTECTION REGULATIONS

All Hirers must ensure they have met the requirements of the GDPR and have the appropriate policies in place. The sale of tickets is covered by the Privacy Notice to be found on either The Headgate website or Ticket Source website.

## 10. CONDITION OF BUILDING AND CLEANING

The Hirer is responsible for:

### BUILDING CONDITION

- i) Ensuring that they, or individuals/contractors associated with their period of hire, do not mark or damage any part of the decoration or fabric of the Venue, including fixtures, fittings and furnishings. Charges will be made to make restoration at the discretion of the Management;
- ii) Restoring all parts of the performing space including the stage floor to a good condition if marks have occurred during the activity. Paint, rollers and trays for floor repainting will be made available on request;

### CLEANING

- iii) Removing **ALL** Hirer's equipment, set, costumes, properties, etc, at the conclusion of the booking. Where this is a one week auditorium booking, this means by 9.30am on the Sunday morning **at the very latest**, on the basis that another hirer will require access from 10am. The Venue has no storage facilities, and any set or items left may be disposed of, and associated costs reclaimed. Items should not be "dumped" on adjoining premises.
- iv) Ensuring that any hired space, including the dressing room and apse rooms, are left in a clean and tidy condition at the end of the hire period. Ensure that any crockery used is washed up, dried and put away, and the sink left in a clean condition;
- v) Requesting any plastic bags or materials to assist with the clean in good time from the Headgate Representative.

The Headgate is responsible for:

- (i) Ensuring that the auditorium is in a clean and tidy state at the commencement of the performance period
- (ii) Ensuring all communal areas, including toilets, are in a clean, functional state, with adequate supplies;
- (iii) Provision of cleaning materials/rubbish bags/hand towels where required.

- (iv) At the discretion of The Headgate, provide of a key to enable access/exit during periods when the building is not staffed.

The Headgate cannot take responsibility for any personal items left in the building, including telephones, phone chargers and personal valuables.

## 11. SECURITY

The Hirer is responsible for:

- i) Ensuring that the building is secure in accordance with the agreements set up for access. On no account should the building be left unoccupied with any external door or window open.
- ii) Where doors are left open by the Hirer for access, then the hirer must be vigilant about the security of personal or company items left unattended;
- iii) Turning off the lights in all areas accessed when finished with, including backstage lighting;
- iv) Notifying the Venue of any breach of security or difficulty with the alarm system. During Box Office hours that notification should be made to the box office manager.

The Venue is responsible for:

- i) Ensuring that the building is alarmed each evening;
- ii) Ensuring that where a Hirer is occupying the auditorium and associated apse/dressing room space that the area is kept secure and not used by others, unless specifically negotiated.

## 12. REPORTING FAULTS AND PROBLEMS

In order that the Venue is able to meet the needs of consecutive hirers, we ask that notification of any general faults or concerns are emailed to [administrator@headgatetheatre.co.uk](mailto:administrator@headgatetheatre.co.uk) as soon as they are identified. For urgent issues relating to premises, (alarms, flood, etc) please contact 07787 522 335

## 13. FRONT OF HOUSE

The Hirer is responsible for:

- i) Setting aside 2 seats for Front of House, as designated by the Venue;
- ii) Notifying the Headgate Representative of the timing for the house opening, the procedure for giving FoH clearance, the expected finish time of any production, and any specific requirements for interval arrangements, late access, actor use of public entrances etc;
- iii) Providing additional assistance at the commencement of a performance where the bulk of seats have been sold to enable the public to be seated safely and quickly;
- iv) Supplying, on request, Front of House staff for a production or event. Those individuals are expected to comply with the Venue guidance notes for Front of House staff, particularly those relating to evacuation, use of lift facility and managing incidents/complaints, which will be supplied.

The Venue is responsible for:

- i) Provision of a competent Headgate Representative to operate the Front Desk during any production in the auditorium;

- ii) Agreeing the basis on which front of house staff volunteers will be supplied. The venue would normally anticipate supplying two front of house staff for any public event unless otherwise negotiated.

#### **14. HIRE CHARGES**

The current standard hire charges are published on The Headgate Theatre website as part of the Booking page. These may be varied at the discretion of the Venue. The Venue reserves the right to

- i) request an advance deposit, and
- ii) to withhold a sum on conclusion of the booking in the event of any failure to comply with the conditions set out in this schedule.
- iii) raise an invoice if the sale of tickets does not meet agreed hire /incidental charges. This invoice will need to be paid within the time period specified.

#### **15. INSURANCE**

The Venue provides Public Liability cover for all amateur organisations whilst they are in the theatre. Professional companies must provide their own insurance cover.

The Venue reserves the right to request details of Hirer insurance arrangements.

The Hirer shall be fully responsible for:

- (i) The necessary insurance of scenery, properties, costumes, lighting or sound equipment and all personal effects brought into, and kept at, the Venue for the period of hire.
- (ii) Losses caused by the cancellation of a performance, where the nature of that cancellation requires a refund of ticket sales or loss of deposit. Any cancellation of a performance, once commenced, will be agreed between a representative of the hirer and the Headgate Representative.

The Hirer and those acting on behalf of the Hirer, will observe all due care when using the building, and ensure that security of the building is maintained.

#### **16. MULTIPLE USE OF BUILDING**

The Venue is responsible for advising the Hirer of any specific requirements that may result from accommodating multiple users. Where the studio, bar or auditorium are booked at the same time, the Venue will endeavour to ensure that concurrent bookings do not detract or cause nuisance. On occasion, this may mean that the kitchen area is not available to all Hirers.

The Venue may make a request for adjustment of booked activity in order to ensure that the requirements of a public performance can be met. Reasonable notice of this adjustment will be given.

The Hirer is responsible for adhering to any conditions set out by the Venue where a hire space is used by multiple Hirers or is being hired concurrently with another space.

## 17. PARKING

The Hirer should note that there is no street parking outside the Venue between 8am and 6pm.

The side access is part of the fire escape route. It should only be used by hirers for short term parking when any part of the building is in use.

This side access may be used for the purposes of loading and unloading during the hire period of the auditorium or studio. **It will not normally be available from 4 – 6pm Monday – Thursday unless notice is given.** Should day time access be required at other times, then a request should be made at least 48 hours prior to the Headgate Box Office, and we will endeavour to guarantee access.

When a vehicle is parked in the sideway, the owner must remain in the building, or leave keys to allow the vehicle to be moved in an emergency

Hirers may benefit from reduced rate parking in local Council operated car parks during the period of their hire. Please discuss any requirements with the Administrator/ Box Office.

## 18. PERFORMING RIGHTS

The Hirer is responsible for:

- i) Supplying the Venue with a copy of the script for a proposed production when requested to do so;
- ii) Obtaining and paying any fees for rights of performance of a play or musical;
- iii) Supplying a copy of any original play or musical performed to the British Museum;
- iv) Providing the Venue with a copy of the licence agreement for a production at least 4 weeks in advance of the planned first night;
- v) Confirming as part of the Booking Information requests that there is no breach of performing rights requirements for any concert or music event;
- vi) Completing the PRS form which will be supplied by the Venue for all music and concert events not otherwise covered by a performing licence;
- vii) Ensuring that there is no breach of licence by arranging for the recording or video recording of a production. Any proposal to make sound or visual recordings must be discussed with the Venue.

The Venue is responsible for:

- i) Supplying the relevant PRS form to a hirer.
- ii) Paying Performing Rights Society for Music and Phonographic Performances where the hirer has submitted the relevant PRS form, and where no other performing licence is required.

## 19. REFUSAL OF BOOKING

The Hirer is responsible for:

- i) Advising the Venue of the purpose of the booking and status of the hirer;
- ii) Advising the Venue of any change to the proposed content of the booking.

The Venue reserves the right to refuse a booking without notice or to cancel this hiring agreement at any time either before or during the term of the agreement upon giving 7 days' notice in writing to the Hirer.

The Hirer shall be entitled, upon such notice, to reimbursement of such monies including the deposit or a proportion of the same as have been paid by the Hirer to the Venue but the Venue shall not be liable to make any further payment to the Hirer.



## 20. CANCELLATION OF BOOKINGS

Once a booking has been made and confirmed, then the Venue reserves the right to raise an administrative charge associated with the cancellation, to be at the discretion of The Venue. This will be proportionate to the reason for cancellation, the administrative time incurred and any possible loss by The Venue.

## 21. SAFEGUARDING CHILDREN

Where children may be involved in a production, the Hirer must consider the organisation of changing arrangements and dressing room capacity **at the time of booking**.

The Hirer will ensure that they are compliant with the requirements of legislation and Essex County Council in conducting any activity which involves children or young people under school leaving age. It is the responsibility of the Hirer to ensure that those employed to deliver an activity involving children have obtained the necessary Home Office clearance and that sufficient numbers of appropriately licenced chaperones are available when children are involved in productions. A copy of any Body of Persons licence should be supplied to the theatre for display in the foyer area.

Original Schedule issued January 2014

Amended:

i) March 2016

ii) January 2017

iii) October 2017

iv) September 2018