

HIRE AGREEMENT

This agreement is made between the Blakehay Theatre, Wadham Street, Weston-super-Mare, BS23 1JZ, hereinafter called 'the Theatre' and the hirer named below, hereinafter called 'the Company'.

All parts of the agreement must be completed by all hirers except when it is room hire only when sections A, B, C and D can be left blank.

Contact Name:		Contact Address:	
Company Name:			
Contact Telephone:			
Alternative Telephone:			
Contact Email Address:			

Whereby it is agreed as follows:

1. The hirer named must be over 21 years of age and shall be personally responsible for the payment of all charges and for compliance with these conditions. Hirers are advised to view the facilities in advance of the hiring, to insure the suitability for the hiring and that they can adequately supervise the hiring on the event of an emergency. Cancellations will not be accepted because the hirer has failed to inspect the premises.
2. The company agrees to adhere to the following hire dates and times as set out by them below. The Theatre will be reserved for the Company during these dates and times and the company must ensure that they enter and vacate the venue promptly at the times set out below.
3. You must not use the Theatre for any purpose other than that stated on your Hire Agreement. We may inspect your use of the Theatre at any time. We reserve a right of entry to the Theatre for any of our officers or any officer of the Theatre Owner authorised by the Theatre Manager. The hirer shall not assign or sub-let any interest he may have in the hiring of the Theatre.
4. A Confirmed Booking will only be placed when the theatre has received the completed forms, non-refundable deposit and damage deposit.
5. The theatre reserves the right to refuse any application without giving a reason, or to accept any application subject to any additional terms and conditions we consider necessary. This includes the right to refuse to confirm any Provisional Booking previously agreed with the Theatre.
6. Please note that there is a price increase that is applicable for all events held on or after 01st April no matter when the date has been booked. The theatre reserves the right to review and/or increase Hire Charges for Confirmed Bookings at any time before the Hire Period begins. We will send you notice in writing if we need to do this.

Start Date of Hire:	
End Date of Hire: (If different)	
Title of Performance/Event:	
Please give brief details of the nature booking to aid with future publicity and planning of the theatre (include website if applicable):	

Please complete the table below on your description of use of the venue including entering and vacating the venue.

DESCRIPTION OF USE	FACILITY	DATE	TIME FROM	TIME TO

7. Your function must cease 1 hour before the end of the booking period, and no later than 11.00pm in accordance with normal licensing laws, in order to leave sufficient time for you to clear and vacate the premises. Any activity must cease 15 minutes before the hire end time to ensure the theatre is vacated at the correct time.
8. You must ensure that the Theatre is vacated by all persons at the end of the Hire Period, any additional time will be charged. All articles brought to the Theatre in connection with the Event must be moved within the time limit stated above. We ask that you leave the theatre as quietly as possible late at night as not to disturb our residential neighbours.

COSTS & INCLUSIONS OF HIRE

9. The theatre charges for hiring the parts of the theatre in accordance with our list of Costs and Inclusions of Hire, the latest version of which is available from the theatre or can be downloaded from our website.
10. Before you submit a Hire agreement Form, you should request confirmation from the Theatre of the Hire Charges payable for your proposed hiring and how long those Charges remain valid.

PAYMENT TO THE THEATRE AND TO THE COMPANY

11. Payment of the Hire Charges as notified to you by the Theatre will be in accordance with one of the following options:

OPTION 1 - Non-Refundable Deposit of 40% of the total amount of the Hire Charges and £100.00 Damage deposit are payable on receivership of the Hire agreement and the balance is due twenty one (21) days prior to the commencement of the Hire Period. Please note that for Room Hire only bookings this is the only option available.

OPTION 2 – Non-Refundable Deposit of 40% of the total amount of the Hire Charges and £100.00 Damage deposit are payable on receivership of the Hire agreement and the balance will be deducted from the ticket sales after the event or if the ticket sales do not cover these costs an invoice is then raised for the amount due for hire less the ticket sales taken.

12. The theatre accepts payment via cash, cheques (made payable to "Weston Town Council") or card payment at the theatre (Please note there is a transaction charge for card payments) The £100 deposit cheque will be cashed and then re-issued to you after the event less any reasonable change for damage.
13. Following the end of the hire period an Event summary from the Box Office system together with a breakdown of payment to be returned/invoiced will be sent in the post to the above contact details. Payment will be made to the hirer within 30 days of the end of the hire period.

Cancellation

Cancellation by You:

14. You may cancel your booking at any time by giving us written notice of cancellation but any payments made to the theatre will not be refunded.

Cancellation by Us:

15. If we need to cancel your booking for any of these reasons, we will explain the reasons to you and give you as much notice as is reasonably possible in the circumstances. We may cancel your booking in circumstances where:
 - (a) you commit a material breach of these Terms and Conditions, or you commit a non-material breach and fail to remedy it within the time given in a notice from us specifying the breach and requiring its remedy;
 - (b) We reasonably believe that you have mis-stated the nature of the Event on the Hire agreement, or we reasonably consider that the Event is unseemly, undesirable or carries an unacceptable risk of injury to participants;

(c) a Force Majeure Event occurs (a **Force Majeure Event** means where the Theatre becomes unavailable for a reason outside our control, for example: calamity; civil war; terrorism; fire; flood; earthquake; strikes or lockouts; withdrawal of consents or licences; breakdown of machinery; failure of supply of electricity or gas; government restriction; act of God; necessary and unavoidable repairs or health or safety concerns);

(d) We require the Theatre during the Hire Period in connection with Parliamentary or District Council elections, an occasion of national rejoicing or mourning or for a purpose which is of civic or national importance.

16. *If we cancel your booking:*

(a) for either of the reasons set out in clause (a) and (b) above, we will retain your Deposit and Hire Charges.

(b) for either of the reasons set out in clause (c) and (d) above, we will refund any Deposit or Hire Charges you have paid.

Box office split or Minimum guarantee, followed by a box office split

In a few instances the theatre agrees to a guarantee or box office split with a company, this is only via an agreement that has been put in place by Weston-super-Mare Town Council and not directly by the theatre. If either of these options has been agreed, the details for this agreement are set out below by the theatre. The Theatre will be reserved for the Company during these dates and times and the company must ensure that they enter and vacate the venue promptly at the times set.

	NOTES	AMOUNT	
Standard Theatre Hire Cost	Based on information above	£	
Gross Financial Capacity on Tickets	Information from Box Office Ticket	£	
Average Capacity		£	
Minimum Guarantee followed by split agreed		£	
Percentage split agreed		% Company	% Theatre
Predicted Total amount to theatre	Based on average capacity	£	
Predicted Total amount to company	Based on average capacity	£	

[A] BOX OFFICE

17. The Theatre shall at all times have complete control of the box office and all money received from the sale of tickets for admission. Ticket process will be as set out by the company below. The Theatre shall receive and bank the box office receipts and provide the Company with an event summary after the event.
18. The opening hours of the Box Office are at the theatres discretion and will be in line with production start times, but shall normally be: Show Days: Monday to Sunday: 1 hour before the performance commences. Non-Show Days: Tuesday to Saturday: 10:00 until 14:00
19. If you wish to prevent seats from being sold (for sound desks, video cameras, etc.) we must have this information from the time of booking. Once removed they cannot be sold, and vice-versa.
20. The Theatre reserves the right to issue complementary tickets as appropriate. ¹ Any other complimentary tickets must be in writing by the person named on the hire agreement.

¹ In the event a guarantee is being paid, the company will not issue any complementary tickets without the consent of the theatre. If a box office split is the arrangement, then neither side issues complementary tickets without the consent of the other. If the venue is hired, then the Company decides on the number of complementary tickets.

Full title of Show & Producing Company	
Performance running time (Per Act)	
Time performance(s) start	
Time performance(s) end	
Time, and duration, of interval(s)	

Please tick if you wish to block use the following;		Number of Adults Backstage:	
External Sound Desk (Outside Lighting Box)		Number of Juniors Backstage: (Under 18)	
Stage Right Orchestra/Band: (Rows A12-A15 & B16-B22)		Number of Chaperones Backstage: (at least 1 per 12 juniors)	
Stage Left Orchestra/Band: (Rows A1-A4 & B1-B7)		Number Front of House/Technical from Company:	
Other: (Please give details)		Total Number in Company:	

Adult	Young People (aged 2 - 18)	Student (with college ID card)	Senior Citizen (Aged 65+)	Group Discount (Buy 10 get 11th free - for same show on same night in one transaction)
£	£	£	£	£

If you require further concession categories, please add on an additional sheet.

From what date do you wish tickets to go on sale? (Please note that tickets will automatically go live at the launch of our season brochure)	
Is this show suitable for children? Are there any restrictions?	YES / NO
Is there anything else we must be aware of to tell patrons?	

21. The hirer must ensure that all reasonable precautions are taken for the safety of children. All children under 16 must be accompanied by, or under the supervision of, a responsible adult. Please note that all Theatre staff have undergone an Enhanced DBS check. The hirer is responsible for providing appropriate chaperones for shows involving children under 16 years and when booking the theatre should specify that children are participating so we are aware that extra dressing rooms may be required and charged for accordingly (adults and children cannot change in the same room).

[B] PUBLICITY & MARKETING

22. The arrangements with regard to publicity are as follows: The Company will provide a minimum of two hundred (200) A5 fliers, twenty five (25) Double Crown posters, ten (10) A3 posters and ten (10) A4 posters, photos, biographies and other publicity material not later than 8 weeks before the show begins. All posters and flyers should be produced in a portrait orientation as to fit in our notice boards and sent to the theatre where it will be displayed in the foyer, outside notice boards and bar area. The producer shall consult the theatre before printing and distributing all artwork for posters and leaflets and must include the Blakehay Theatre Logo as set out in the guidance on the theatre website (this can be downloaded from our website).
23. Show information is published in the seasonal what's on guide (2 x per year), website, Facebook page, Twitter account, ENTS24 Website free of charge you will be written to with deadline dates for the information required.
24. You are reminded that the posting of posters on notice boards, shops and private dwellings is only permitted with the owner's permission. The posting of posters on unauthorised sites (traffic signs, lamp posts, empty properties, trees and bus shelters etc.) constitutes an offence under the Town and Country Planning (Control of Advertising) Regulations 1969. The Theatre Owner may take proceedings if such an offence is committed and we reserve the right to cancel your booking should you commit such an offence.

[C] PERFORMING RIGHTS SOCIETY

- 25. You must not permit the Event to be recorded, televised or broadcast or permit photographs or videos to be taken without the Theatre Managers written permission.
- 26. You must ensure that no work in which copyright exists: is performed unless written permission has been obtained from all copyright owners; or is not broadcast, unless specific consent to broadcasting has been obtained. You are responsible for and must pay any and all taxes or royalties chargeable or payable in respect of the Event.
- 27. We have obtained the licence of the Performing Rights Society for the performance of copyright musical works in our premises (PRS Licence). You will be charged a flat fee for PRS on all hires.
- 28. Where the Event involves the performance of copyright musical works covered by our PRS Licence, you must: comply with the terms of our Licence, complete a PRS form relevant to your event, which can be downloaded from our website and returned to the theatre.

Variety Show/pantomime, Music Hall (Excluding those consisting of words and music specifically written for you)		Dramatico-Musical Works (Operas, Operettas, Musical Plays, Revues, Pantomimes and Ballet)	
Popular Music Entertainments (including concerts of light or popular music, folk, jazz, pop, rock etc)		Concerts and Recitals of Classical and Lights Classical Music	
Discos/Dances etc		Conference/ Trade Fair	
Dancing classes/aerobics etc		Fashion Show	

- 29. You must comply with the terms of the Premises Licence (NSC/019134) held by the Theatre Owner, as notified to you by the owner. The premises licence permits the performance of Films, Plays, Live Music, Recorded Music, Performance of Dance, Monday to Sunday from 9.00am to 12.00 Midnight. The premises can only be in use Monday to Sunday from 8.30am to 12.30am (the following day) No entry will be permitted before 8.30am.
- 30. You must not use the Theatre for the sale of goods by auction to the public without first obtaining the written consent of the owner, nor must you hold any lottery other than a lottery which is lawful by virtue of the Lotteries and Amusement Act 1976 and any other applicable legislation. You must not use the Theatre for the purposes of gaming without first obtaining the Theatres written consent and any necessary licence or permit.
- 31. The hirer shall not allow the use of obscene or profane language, or permit any drunken disorderly or otherwise undesirable person(s) to enter or remain upon the premises. The Theatre management reserves the right to request the hirer to refuse admission to, and/or request or effect removal from, the premises of any person(s) deemed to be behaving unsuitably or unacceptably, without having to state any reason. You must take every care to ensure that undesirable persons are not permitted to enter or make use of the Theatre, and you are responsible for good order and conduct during the Hire Period.

[D] TECHNICAL INFORMATION

32. The Company hereby agrees with the Theatre as follows:

- a) To provide the Theatre with full details of scenery, lighting, sound and all technical requirements relating to the production not later than two weeks prior to the 'get-in' date.
- b) To provide the Theatre Technical Manager with a completed risk assessment form not later than two weeks prior to the 'get-in' date.
- c) To keep the stage, the stage area, dressing rooms, green room together with all technical equipment used by the company, clean and tidy and in good working order.
- d) Not to alter the lighting, sound, electrical system or fittings of the theatre without the prior consent of the Theatre Technician.
- e) Not to sue nails, pins etc on the stage floor to secure sets without the prior consent of the Technician.
- f) To abide by the health and safety policy and statement of the Theatre

33. Please note that **all** company members, cast, crew, set and equipment must enter and leave the theatre by the Stage Door only. The only member of the company allowed front of house will be the company manger who will be responsible for opening and closing the stage door.

34. Use and/or management of the Theatre's own lighting and sound facilities shall be only by specific arrangement with the Theatre. The Company shall, for the duration of the production, be responsible for all scenery, properties, (including costumes, band parts and instruments etc), effects and equipment brought into the theatre premises in connection with the production. On or before get out, the company shall be fully responsible for the removal of all scenery, properties, effects and equipment brought onto the Theatre premises in connection with the production, failing which same shall be dealt with by the Theatre at its sole discretion.

35. The Theatre reserves the right to charge for a supervising technician who will be in attendance to advise upon and show the hirers technicians the sound and lighting apparatus. The hirer shall not bring in to the Theatre any noxious chemicals, explosive devices, or such material and equipment which may cause damage to the Theatre or persons present.

36. ALL electrical equipment brought into the venue by hirers must have an up to date PAT test and be subject to a visual inspection by our technician. PAT test certification for electrical equipment must be brought to the venue with the hirer. Failure to do this may result in your equipment not being allowed into the venue.

37. Hirers must ensure that the correct PPE is worn and used at all times by their workers, members, volunteers or associates. Hirers must provide evidence of adequate working at height training before use of the ladders is permitted. The Theatre or Weston-super-mare Town Council accepts no responsibility for any injuries that may occur due to negligence by its hirers.

38. All items listed in our technical specification subject to change at anytime and the Theatre reserves the right to change these specifications without notification to its hirers. Any additional equipment required by the Company in excess of that available at the Theatre must be provided by the Company at its own expense.

39. All Hirers must clear with the technician the use of Gaffa tape on the stage floor. Failure to do so may result in loss of your damage deposit.

40. You may not use effects such as smoke, pyrotechnics, strobe lighting, open flame, confetti/snow, CO2 or oil without the prior written permission from the Theatre Manager (at least 30 days before the event). You must provide a full risk assessment with safety zones and details of an experienced handler.

41. If permission is granted, strobe lights in any area shall not operate at more than five flashes per second. Warning notices must be displayed informing patrons that smoke/strobe lightning is in use. The use of bubble machines is not permitted, the bubble liquid renders the floors very slippery and a serious hazard, in addition can affect the floor surfacing. The use of lasers shall comply with current guidelines. Smoke machines or fog generator shall be sited and controlled so that they do not obscure exit routes or cause a hazard to surrounding curtains or fabrics.

42. The theatre may refuse to allow any article or appliance which may be considered dangerous or offensive to be bought into the Theatre.

Production Manager:	Name:
	Contact Details:
Stage Manager:	Name:
	Contact Details:

Get In Date:		No. of Company Production Staff:		
Load In Time:		Company Sound Op:	YES	NO
Transport:	(car, van, arctic) Please note the theatre has no parking facilities	Company LX Op:	YES	NO

Naked Flame: (Candles, Matches)		Pyrotechnics:		Firearms:		Nudity:	
Smoking:		Lasers:		Strobe Lighting:		Confetti Canons:	
Smoke Machine:		Dry Ice:		Hazer:		Other: (Please specify)	

INSURANCE

43. The Theatre will provide Public Liability Insurance for the venue. It will also provide Employer's Liability Insurance for its own employees in the venue. The Company must provide Liability Insurance for its own employees, members and contractors. The liability insurance must be for a minimum of Five million for any one accident and must indemnify the Theatre. A photocopy of the policy must be provided with this agreement.
44. If any damage exceeds the £100 deposit paid, you will be invoiced the cost of reinstating all or any part of the Theatre, or any property in or upon the Theatre, which is damaged, destroyed, stolen or removed during the Hire Period or prior to the Hire Period if the damage is in relation to or caused by the hiring.

HEALTH & SAFETY

45. All hirers must supply a full risk assessment for every event and signing this form says that you have read and will follow the theatre's own risk assessments which can be found on our website.
46. You must also comply with the requirements of Health and Safety at Work Act 1974 (and all future amendments thereto), in particular (but without limitation) the need to provide confirmation that all equipment used for the Event complies in all respects with required Codes of Practice (for example, that all electrical items have current PAT testing certificates, hazardous substances have appropriate COSHH documentation. Any electrical equipment brought into the Theatre must be set up by a competent person and the equipment is the responsibility of that person or their authorised representative.
47. The Company will ensure that all of their staff and contractors have read the Health and Safety Statement. The Company must comply with the health and safety regulations of the Theatre. The Company must ensure that their employees and contractors are familiar with the Theatre's evacuation procedures and location of extinguishers and alarms.
- a) Do not obstruct fire exits or access to fire fighting equipment and ensure that you know how to use the equipment. Do not wedge open fire check doors.
 - b) Make sure you know the evacuation procedure in case of fire and all means of escape from the building (This is downloadable from our website). It is the hirer's responsibility to contact the theatre prior to the hiring to be shown the position of the emergency exits and the fire extinguisher.
 - c) Make sure you know the person responsible for the first aid equipment and where the equipment is kept. Accidents, no matter how small, must be reported to the Theatre manager for the appropriate entry to be made in the Accident Book and a report sent to our Safety Officer.
 - d) Report any dangerous conditions to the Theatre staff.
48. Smoking is banned throughout the entire building, including e-cigarettes.

49. For Fire regulations all members of the company must enter and leave through the Stage Door. On all hires, audience members or parents will be asked to leave the auditorium and foyer and must be told by you the hirer in advance to collect company members from the Stage Door only.
50. The Auditorium must be vacated by all performers and company at least half an hour before curtain up and handed over to the theatres duty manager. This is so that the manager can ensure the house is clean and tidy and ready to allow the house to open to the public.
51. At the end of a performance or event Audience members will be given five minutes to clear the auditorium after curtain down and then they will be asked to clear the space. Company will only be allowed into the auditorium after clearance has been given that all members of the public have vacated the space. All members of the public will be asked to vacate the theatre fifteen minutes after the curtain closes.
52. Cleaning; we expect that, after hiring, all areas used are to be left in a clean and tidy state. If additional cleaning is required this will be deducted from your damage deposit.

GENERAL INFORMATION

53. The Theatre will provide the use of its regular staff including Technician, Front of House staff, Box Office staff, and cleaning staff for the efficient running of the Theatre and will also provide all heating and lighting normally used in the Theatre premises.
54. A theatre bar service will be open for all public performances. We reserve the right to be the sole supplier of alcoholic refreshments and confectionery, ices etc. at all events. No irresponsible drink promotions are permitted. Profits from the Bar for all events in the Theatre belong to the Theatre. No drink glasses or ceramics are to be allowed into the auditorium, at any time. The theatre bar will supply patrons with a plastic alternative if necessary.
55. Catering/ Food & Drink; Please note that all food brought in must be ready for consumption, as there are no kitchen or preparation facilities available for your use. No foods with strong smells will be permitted to be consumed in any part of the theatre without prior consent from the theatre staff on duty.
56. Activities/events in the theatre's main house auditorium take priority at all times, and hirers undertake to co-operate with the Theatre's Management in the event of noise levels from other facilities interfering with a performance in the main auditorium.
57. No person other than persons taking part in a performance shall be permitted on the stage or in the dressing rooms, green room or back stage stairways.
58. The Theatre retains at all times the sole and exclusive right to determine the times for opening and closing the theatre premises, to control and manage the theatre premises and to advertise in and about the theatre premises the presentation of forthcoming shows.

59. Any complaint about any of the arrangements made by us in connection with the Event should be directed in the first instance to the Theatre Manager within 7 days of the cause of such complaint arising.

60. If you are in agreement with these terms please sign and return. Your signing of the contract signifies that you have read and understood the theatre's rules and regulations and Health and Safety Statement and agree to the points contained in it.

Please tick and include with your booking; without this a booking can not be confirmed.	
I have read and understood the Hire agreement	<input type="checkbox"/>
I have read and understood the Technical Specifications & Rules (available from the website)	<input type="checkbox"/>
I have read and understood the Costs and Inclusions of Hire (available from the website)	<input type="checkbox"/>
I have read and agree to all Health & Safety Risk Assessments & Fire Evacuation Plan (Available to download on our website)	<input type="checkbox"/>
Enclosed is a copy of our Public Liability Insurance (up to 5 million pounds)	<input type="checkbox"/>
Enclosed is a completed PRS Form (Available to download on our website)	<input type="checkbox"/>
Enclosed is a Damage Deposit of £100.00 (I am aware that this will be cashed and then returned to me after the hire unless any damage has been caused)	<input type="checkbox"/>
Enclosed is a Non-Refundable Deposit	<input type="checkbox"/>
I am aware that by signing this contract that as the named person, I will be liable for any payments	<input type="checkbox"/>

Signed on behalf of the company

Date:

OFFICE USE ONLY

DATE FORM RECIEVED:		RECIEVED BY:	
DEPOSIT AMOUNT RECEIVED:	£	DATE & HOW DEPOSIT RECEIVED:	
DAMAGE DEPOSIT RECEIVED:	£	DATE & HOW DEPOSIT RECEIVED:	
PUBLIC LIABILITY INSURANCE RECEIVED:		PRS INFORMATION RECEIVED:	
DATE CONFIRMATION SENT TO HIRER:		SENT BY:	
BALANCE PAYMENT RECEIVED:		DATE BALANCE RECEIVED:	
TICKETS ENTERED ONTO SYSTEM:		DATE TICKETS GO ON SALE:	
PUBLICITY RECEIVED;		PUBLICITY DISTRIBUTED;	
DATE CONTACTED REGARDING TECHNICAL:		COPY OF INVOICE RECEIVED:	
TICKET SALES REPORT:		DAMAGE DEPOSIT RETURNED:	
DATE EVENT SUMMARY AND MONIES RETURN SENT;		SENT BY:	
Additional Information;			