

# Venue Cancellation Policy

JULY 2016 – UPDATED JULY 2021



Covid Additions – July 2021

## Cancellation by You

You may cancel your agreement up to 30 days before the agreement period, by giving us written notice of cancellation but any payments made to the theatre will not be refunded.

Any less than 30 days' notice, the entire charge of the agreement will be expected to be paid to the theatre by the company.

If ticket sales for public events have not been satisfactory, then at least 7 days' notice will be required from the company to cancel all or part of an event.

If you are unable to perform due to public health restrictions, then you must contact the theatre at the earliest opportunity and the event will be postponed to a later date that is convenient for both the theatre and the company. If postponement is not possible within two (2) calendar years then this will refer back to the up to 30 days' cancellation policy above will apply.

## Cancellation by Us

If we need to cancel your agreement 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 agreement 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 misstated the nature of the Event on the 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 agreement 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.

(e) There has been an incident in or around the vicinity of the theatre in which it is not safe to be able to open the theatre to public or the company. This can be during before or during the event and is totally at the Duty Manager's discretion and will be final. This will be supported by the Theatre Manager.

(f) The agreement is for a fee from the theatre to the company and there are low ticket sales.

(g) The theatre needs to close due to a public health emergency

### **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 Charges.

(b) for either of the reasons set out in clause (c), (d) or (e) above, we will endeavour to postpone the event to a convenient date for all parties or refund any Deposit or Charges you have paid.

(c) the theatre will contact the company no later than 7 days before the agreement and the deposits paid will not be expected to be returned.

(d) The theatre will inform you at the earliest opportunity and arrange for the event to be postponed to a convenient date for both the theatre and at the company. If this is not possible, then all payments made will be returned to the company or theatre.