



# Performance Hire Terms and Conditions

## TERMS AND CONDITIONS

### 1 Hire Fees

**The Hirer** will be required to pay 50% of the hire fee upon receipt of the contract from **the Venue**. The remaining 50% must be paid no later than two weeks in advance of the event. If additional charges are incurred after the hire charge has been paid, **The Hirer** will be subsequently invoiced for these charges

### 2 Booking Procedure

- 2.1 The initial booking along with any proposed alterations to the contract will only be accepted in writing. **The Venue** does not make verbal agreements.
- 2.2 **The Venue** accepts no responsibility for publicity produced by **The Hirer** before a booking is contracted.
- 2.3 In the case of an organisation, the named individual on the contract must be over 18 years old and take responsibility for observing terms and conditions and payment.
- 2.4 External catering is not allowed on site. Food and refreshments must be purchased through **The Venue's** Catering Department.

### 3 Performance Hire - Production

- 3.1 **The Hirer** agrees to provide **The Venue** with the relevant technical requirements and schedule of the production/event during the Production Meeting. **The Hirer** must contact **The Venue's** Head of Production and Events or their deputy no later than four weeks before the event to confirm there have been no changes. Any changes to these requirements may incur extra cost.
- 3.2 Seating will be set up in the space cabaret style unless other arrangements have been agreed with the Head of Production and Events or their deputy during the Production Meeting. Capacity should also be agreed at this stage.
- 3.3 **The Venue** provides taxis for all staff working after 23:30hrs. Should the booking exceed this time, the cost of the taxis will be charged on to **The Hirer**.
- 3.4 **The Hirer** agrees to present the production/event as described within the specified times agreed for Get In and Get Out and carry the responsibility for Reinstatement (see Definitions 1 – 4). The time and duration of performance should be adhered to and not changed without prior consent from the Head of Production and Events or their deputy and the Front of House Manager.
- 3.5 **The Venue** agrees to provide **The Hirer** with a suitable performance area in line with the stated requirements of the production. The Theatre space has a fixed stage area – any changes to this layout will incur costs.
- 3.6 **The Hirer** agrees to provide at his/her own expense any additional equipment not normally provided by **The Venue** (a technical spec is available from the Head of Production and Events or their deputy. **The Hirer** must ensure that such equipment is PAT tested and safe for use. The Head of Production and Events and/or their deputy reserves the right to refuse the use of equipment deemed to be unsafe.
- 3.7 **The Venue's** policy is to play pre and post show music. **The Hirer** should bring their choice of music otherwise the **Venue** will provide music. The Albany cannot guarantee its music to be relevant to the production.

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- 3.8 **The Hirer** agrees to take all necessary precautions to prevent the Space and any of the fixtures and fittings and any equipment being destroyed, damaged or lost and will make good at its cost any damage or alteration to any part of the Space or the fixtures and fittings or any equipment.
- 3.9 **The Hirer** agrees to leave the Space at the end of the Hire Period and without delay effect Reinstatement of the space including the grid to the satisfaction of the Head of Production and Events or their deputy. If **The Hirer** fails to effect Reinstatement by the end of the Hire Period **The Hirer** agrees to pay a hire fee of £150 on a daily basis (to be deducted from box office receipts or invoiced separately) without prejudice to any other rights and remedies **The Venue** may have under this Agreement until such time Reinstatement is effected.
- 3.10 **The Hirer** agrees to effect and maintain such insurance policies as may be required to cover all requisite statutory and other liabilities.
- 3.11 **The Hirer** agrees jointly with **The Venue** to ensure that all members of staff and others engaged on behalf of **The Hirer** maintain adequate standards of health and safety throughout the visit in accordance with the appropriate legislation, and **The Venue's** Health & Safety Policy.
- 3.12 **The Hirer** agrees not to do, authorise or permit any act or thing to be carried out on or done in or about the Space or any part thereof which shall or may become a nuisance, damage, disturbance or annoyance to **The Venue** or any other person or which may cause any licence applicable to the operation of the Theatre to be withdrawn, annulled, suspended, not renewed or otherwise affected.
- 3.13 **The Venue** agrees to ensure that the building is covered by the necessary licensing requirements and meets current health & safety standards and shall obtain all necessary licenses or permissions to cover the performance and ancillary activities under the agreement on condition that adequate notice is given by **The Hirer**. **The Hirer** will supply relevant PRS information to **The Venue** by the end of the run. **The Hirer** will be recharged for any PRS or other relevant fees applicable. **The Hirer** confirms that it has the right to perform publicly the production(s) set out in this agreement and indemnifies **The Venue** from and against all actions, claims, proceedings and demands by any third party claiming that the performances to be presented constitute an infringement of the copyright, performing right or other right of a third party. Both parties confirm that at the time of signing the agreement they are not under any contract to any third party that might preclude them from fulfilling the engagement set out in this agreement, and that they will not subsequently enter into any such contract and that they have not concealed any change of professional name or description.

## 4 Box Office

- 4.1 **The Hirer** sets ticket prices and will receive the Box Office takings. Tickets will be only sold through **The Venue's** Box Office once the signed contract has been received by **The Venue**.
- Concession tickets: can be purchased by the following individuals upon proof of status – Students, Under 16's, Senior Citizens, Unemployment and Disability Benefits, Albany staff and Resident Organisations
  - Pay what you can: **The Hirer** may decide to offer this option
  - Special offers: must be mutually agreed at the time of tickets going on sale, if **The Hirer** would like to add an offer at a later date at least 48 hours notice must be given to **the Venue** before sending out the publicity for it.
  - Refunds: will not normally be given, however if the performance has sold out we will attempt to sell returned tickets on for the customer.
  - Latecomers: policy for this should be coordinated with The Hirer and Albany FOH and technical staff prior to the event.
- 4.2 A Box Office report, detailing ticket sales, will be sent to **The Hirer** no later than 21 days after the production / event

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- 4.3 Box Office receipts will be paid to **The Hirer** on receipt of an invoice for the amount of ticket sales money due.
- 4.4 Any outstanding invoices not settled will be offset against ticket sales money due: if there is no box office income (e.g. tickets are free), outstanding invoices must be paid within 7 days of the event

## 5 Security

If **The Venue** deems an event to require security **The Venue** reserves the right to insist on the engagement of a suitable number of security operatives at additional cost to **The Hirer**. Security will be booked by **The Venue**.

## 6 Marketing

**The Venue** will display posters and flyers for the hire on boards around the building and in the foyer as well as listing **The Hirers** performance on **The Venues** website under the section 'Guestlist'. Marketing materials should not be distributed by **The Hirer** until a signed copy of the contract has been returned to **The Venue**.

- 6.1 **The Venue** reserves the right to use images and film from **The Hirers** event to publicise **The Venue** and it's facilities.

## 7 Safeguarding and Young People's Events

7.1 For a Youth Event the following must be demonstrated before **The Venue** will confirm the booking:

- proof in writing that you are a professional organisation
- evidence of your Child Protection & Health & Safety policies (including risk assessment).
- evidence of your funding for the event
- a clear creative/arts agenda resulting from workshops or training or a process to support aspiring artists

For shows with large casts additional rooms should be hired as 'holding space'. **The Venue** has two dressing rooms, which can accommodate a maximum of 8 people each and numerous community rooms with differing capacities.

- 7.2 It is the policy of **The Venue** to safeguard the welfare of all young people involved in its programmes by making every reasonable effort to protect them from physical, sexual and emotional harm. We expect all **Hirers** and their groups to abide by our Child Protection Policy (available on request). It is the responsibility of **The Hirer**/the company to ensure that anyone supervising young or other vulnerable people has the appropriate CRB check.
- 7.3 **The Hirer** is responsible for any of their party under the age of 18 at all times and is required to provide adequate staffing levels for their supervision (chaperones). It is at **The Venue's** discretion to add backstage staff as deemed necessary for the safe running of the event at **The Hirer's** cost.
- 7.4 **The Hirer** agrees to provide comprehensive lists of both performers and guests no later than 48 hours before the event.
- 7.5 **The Hirer** agrees to follow the guidelines below.
- Chaperones must be a responsible adult, over the age of 18 years old and their role as chaperone be their sole duty
  - Chaperone to young people ratio should be 1:12, with the ratio decreasing with children under the age of 12 years to 1:10 and for children of 7 years and under to 1:6
  - Chaperones must sign in at reception and receive health and safety information.

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- All chaperones must make themselves known to the **The Venue** Event Manager and adhere to any specific requests.
- Chaperones must have sight of their charges at all times and take full responsibility for their well-being and behaviour.

7.6 Photography and filming permission & policy is at **The Hirer's** discretion but needs to be communicated to **The Venue** in advance. Unless advised otherwise it will be assumed that photography and film recording is prohibited. It is **The Hirer's** responsibility to adhere to all requirements and guidelines with regards to Copyrights and Child Protection, obtain permission (i.e. of the actors or of the parents or guardians in case of under-age participants) and provide evidence of this permission to **The Venue**.

## **8 Equal Opportunities**

**The Venue** is committed to providing facilities for individuals and groups of people within the context of equal opportunities. In line with **The Venue's** Equal Opportunities Policy (available on request) it is expected that **The Hirer** and their groups will not use discriminatory language or behaviour while in **The Venue**.

## **9 Cancellation policy**

- 9.1 If contracted hires (in writing by the Albany) are cancelled by **The Hirer**, **The Hirer** will pay:
- 100% of the hire charge for each performance if cancellation is made with less than two weeks notice.
  - 50% of the hire charge for each performance if cancellation is made between two weeks and one months notice.
  - 35% of the hire charge for each performance if cancellation is made with more than one months notice.
- 9.2 **The Venue** reserves the right to cancel at any time by notice in writing to **The Hirer** if in the opinion of **The Venue** the circumstances are such that the continuance of the production appears not to be in the interest of good management or if likely to lead to a breach of the peace. The decision to cancel or suspend this agreement will be at the discretion of **The Venue** alone and shall be final. **The Venue** will give notice in so far as is practicable in the circumstances and shall not be liable for any damages or additional expense incurred by **The Hirer** arising out of any such cancellation or termination of agreement.
- 9.3 Any postponement of **The Hirers** production or event after the contact has been signed will be taken as a cancellation by **The Venue** and cancellation fees applied.
- 9.3 If the premises should be closed through fire, demise, war, calamity, epidemics, strikes, disputes, force majeure or anything what so ever beyond the control of the **The Venue** neither party shall have any claim against the other and the obligation of both parties shall cease immediately.

## **Definitions of terms mentioned in the contract**

1 **Get In**. The period specified in this contract allocated to **The Hirer** prior to the performance dates or times for (but not limited to) fit up, rehearsal and preparation of the event at **The Venue** (see also definition 3).

2 **Get out**. The period specified in this contract allocated to The Hirer for vacating and making good the Space commencing and terminating on the last night of the Performance Dates unless otherwise agreed by **The Hirer** and **The Venue** (see also definition 3).



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3 ***Production Schedule/ Get In Schedule:*** A detailed schedule for the fit-up for the event and for all aspects of technical production including without limitation scenery, lighting plots and stage management requirements to include a description of how it will achieve Get Out.

4 ***Reinstatement:*** The repair, restoration and reinstatement of the Space and of the fixtures and fittings to the same standard of order and condition as they were immediately prior to the commencement of the Hire Period (subject to ordinary wear and tear) including, without limitation;  
the clearing of the stage of all set and props, the reinstatement of the Theatre's standard lighting plot, the replacement (or payment for) the reinstatement of **The Venue's** standard stage layout,  
the removal of all equipment, stock, publicity and advertising owned by **The Hirer** from the front of house and the removal of all costumes and personal effects owned by **The Hirer** or any member of the cast and crew from the dressing rooms, in each case to the reasonable satisfaction of The Head of Production and Events or their deputy.