

# TERMS AND CONDITIONS

FOR PERFORMANCES OPEN TO AND ADVERTISED TO THE PUBLIC AT COMPASS THEATRE, WINSTON CHURCHILL THEATRE, GREAT BARN RUISLIP, MANOR FARM SITE, OPEN AIR THEATRE BARRA HALL PARK and the grounds of SOUTHLANDS ARTS CENTRE WEST DRAYTON

## BASIC TERMS

- Bookings cannot be sub-let or made by one person or organisation on behalf of another. Any booking found to be sub-let will be cancelled without notice and no refund made.
- The times you book must include get in, rehearsal and get out time. If you over-run or go in early you will be charged extra hours at penalty rate (see rate card).
- Minimum hire time is 4 hours
- Please leave the building as you found it. Additional cleaning, clearing and repairs will be charged for.
- There may well be other events (e.g. films, meetings or front-of-stage events) in a space in the same week as your show. This may require you to make amendments to your set, or move items at the end of performances, so consult us about your plans.
- Please always abide by the instructions of any duty staff who are working during your hire
- Please familiarise yourself with the position of fire exits, and the assembly point.

## TICKETS

For many shows a proportion or all of the tickets must be sold via the Hillingdon Box Office (this enables us to see how many of the audience are Hillingdon residents, and measure how each subsidised hire is benefitting the borough).

Ratecard	Venue	Ticketing Arrangement
Hillingdon Community	<ul style="list-style-type: none"><li>• Compass Theatre</li><li>• Compass Cafe Bar</li><li>• Compass Studio</li><li>• Great Barn Ruislip</li><li>• Manor Farm Stables</li><li>• rooms and grounds in Ickenham Hall and at Manor Farm Site</li></ul>	<ul style="list-style-type: none"><li>• At least 50% of tickets must be sold via the Hillingdon Box Office</li><li>• up to 10 free tickets per performance should be made available to Hillingdon Arts volunteers</li></ul>
Hillingdon Community	<ul style="list-style-type: none"><li>• Winston Churchill Theatre</li><li>• Open Air Theatre Barra Hall Park</li><li>• Grounds of Southlands Arts Centre</li></ul>	<ul style="list-style-type: none"><li>• Hirer can choose whether to sell tickets via Hillingdon Box Office, however</li><li>• up to 10 free tickets per performance should be made available to Hillingdon arts volunteers</li></ul>

<b>Non-Hillingdon Community</b>	All venues	<ul style="list-style-type: none"> <li>• 100% of tickets must be sold via the Hillingdon Box Office</li> <li>• up to 10 free tickets per performance should be made available to Hillingdon arts volunteers</li> </ul>
<b>Social and Commercial</b>	All venues	<ul style="list-style-type: none"> <li>• hirer can choose whether to sell tickets via Hillingdon Box Office</li> </ul>

## **FEES, CANCELLATIONS AND ALTERATIONS**

- All bookings are charged at the ratecard for the year the booking is in.
- once your booking is confirmed with a deposit or an acceptance of terms, it is not possible to change the date(s) of your booking. Deposits paid are non-refundable in the event of cancellation.
- Cancellations made with less than 3 months to the first date of the hire have to pay 50% of the total cost of the booking as it stood when cancelled, and also any costs we incur in refunding customers for tickets.
- Cancellations (or partial cancellations of individual dates or times) made with less than 6 weeks to the first date of the hire have to pay the full cost of what was booked originally, and also any costs we incur in refunding customers for tickets.
- Additional hours may be requested after confirming your booking. This is subject to availability of spaces and staff and no changes are guaranteed.
- If you do not specify a layout to us six weeks before your event or at the point of putting tickets on sale, whichever is sooner, we will chose a default one, and it will not be possible for us to change this on the day or at short notice before the day.
- Additional hours may not be requested once your booking has begun, and will be charged at penalty rate.
- Events at the Open Air Theatre Barra Hall Park that are rained off will not be charged
- Hillingdon rates are only available when the contact/billing address is within the London Borough of Hillingdon

## SERVICES PROVIDED

Location and capacities	What's included in the hire price?	Extras (additional charges)	NOT included or available	Special restrictions	Accessibility and parking
<p><b>Compass Theatre Auditorium</b></p> <p>max 158 seated theatre-style</p>	<ul style="list-style-type: none"> <li>stage, auditorium, 2 x dressing rooms <u>for the times booked only</u></li> <li>Seats in theatre layout</li> <li>In-house theatrical lights</li> <li>In-house sound system</li> <li>tech desk</li> <li>1 x supervising technical staff</li> <li>1 x Front of House Manager for performances</li> <li>Briefing for your ushers</li> <li>Pay bar for your audience, subject to volunteer availability</li> <li>Sets can usually stand upstage of tabs, but may need to be cleared from stage for other hires</li> <li>Use of orchestra pit (client must remove decking themselves and replace decking afterwards)</li> </ul>	<ul style="list-style-type: none"> <li>extra dressing rooms for additional performers or child performers (see rules below)</li> <li>special seat layouts</li> <li>additional technical staff to operate your show</li> <li>Commission on ticket sales via Hillingdon Box Office (online, by phone and in person)</li> <li>Late bar for cast or crew</li> <li>extra hours to ensure no bookings on stage in between yours</li> </ul>	<ul style="list-style-type: none"> <li><del>use of kitchen for food prep</del></li> <li><del>Exclusive use of Green Room or Stage Door corridor (always shared with other users)</del></li> <li><del>catering equipment or kitchen facilities</del></li> </ul>	<ul style="list-style-type: none"> <li>Performances must finish by 11pm</li> </ul>	<p>Limited on site, shared with all other users of the building. Ickenham Station car park is opposite (pay and display)</p>
<p><b>Winston Churchill Theatre</b></p> <p>max 346 seated theatre-style</p>	<ul style="list-style-type: none"> <li>Main theatre space, dressing rooms, reception area</li> <li>seats in theatre layout</li> <li>Exclusive use of toilets</li> <li>simple standard lighting rig</li> <li>standard sound rig</li> <li>lighting desk, sound rack</li> <li>Use of water heater</li> <li>Use of fridge and freezer</li> <li>supervising staff</li> <li>briefing for your ushers</li> <li>Set can usually stand upstage of tabs, but may need to be cleared from stage for other hires</li> <li>Use of orchestra pit (client must remove decking themselves and replace decking afterwards)</li> </ul>	<ul style="list-style-type: none"> <li>Winston Churchill Lounge (to run a bar in)</li> <li>special seat layouts</li> <li>technical staff or operators</li> <li>microphones</li> <li>additional equipment, gaffa tape, electrical tape etc.</li> <li>Use of ovens and hobs</li> <li>use of tea urns</li> </ul>	<ul style="list-style-type: none"> <li><del>glasses, cups, plates etc.</del></li> <li><del>tea, coffee, milk</del></li> <li><del>acoustic piano (discontinued)</del></li> </ul>	<ul style="list-style-type: none"> <li>Live entertainment must finish by midnight</li> <li>Only shallow frying allowed inside using our ovens/hobs - no deep frying</li> </ul>	<p>Winston Churchill Theatre Car Park (78 spaces including 5 spaces for people with disabilities) - uncharged</p> <p>Some spaces may be reserved for LBH staff and special access for other hirers.</p> <p>Additional spaces at St Martin's Approach Car Park (pay and display Mon-Sat 8am - 6.30pm, free at other times)</p>

<p><b>Manor Farm Great Barn</b></p> <p>max 200 seated theatre-style</p>	<ul style="list-style-type: none"> <li>Room, chairs (please specify your layout six weeks in advance)</li> <li>Exclusive use of toilets</li> <li>Non-exclusive use of grounds (public space)</li> <li>Space for catering gazebo in Gravel Courtyard and 1 x 13amp power socket</li> <li>amplifier, CD player, speakers, other 13 amp power points</li> <li>supervising duty staff</li> </ul>	<ul style="list-style-type: none"> <li>technical staff or operators</li> <li>stage</li> <li>microphones</li> <li>additional rooms for changing or catering needs</li> </ul>	<ul style="list-style-type: none"> <li><del>heating</del></li> <li><del>glasses, cups, plates etc.</del></li> <li><del>tea, coffee, milk</del></li> <li><del>bar</del></li> <li><del>fencing off any of the grounds (public space)</del></li> <li><del>bar service</del></li> <li><del>staff to change layouts during a function</del></li> </ul>	<ul style="list-style-type: none"> <li>Alcohol can be sold only Thu-Sat</li> <li>Performance at South end of Barn only and must finish by 10.30pm</li> <li>No acoustic drums</li> <li>Amplification must come through our system</li> <li>Building not heated, but is warm in Summer.</li> </ul>	<p>St Martin's Approach Car Park (pay and display Mon-Sat 8am - 6.30pm, free at other times)</p>
<p><b>Manor Farm Stables</b></p> <p>max 30 seated</p> <p>max 50 for clear-floor/buffet events</p>	<ul style="list-style-type: none"> <li>Room, chairs and tables</li> <li>Exclusive use of toilets</li> <li>Use of water heater</li> <li>Use of microwave oven and hob</li> <li>Use of fridge</li> </ul>	<ul style="list-style-type: none"> <li>additional rooms to change in</li> <li>theatrical sound</li> <li>technician</li> </ul>	<ul style="list-style-type: none"> <li><del>glasses, cups, plates etc.</del></li> <li><del>tea, coffee, milk</del></li> <li><del>car parking</del></li> </ul>	<ul style="list-style-type: none"> <li>Available Fri, Sat only for functions with alcohol</li> <li>Live entertainment must finish by 10.30pm</li> <li>11pm function finish time</li> <li>No acoustic drums</li> </ul>	<p>St Martin's Approach Car Park (pay and display Mon-Sat 8am - 6.30pm, free at other times)</p>
<p><b>Compass Theatre Studio</b></p> <p>max 40 seated theatre-style</p>	<ul style="list-style-type: none"> <li>Room and chairs (please specify your layout six weeks in advance)</li> <li>basic lighting rig</li> <li>1 x supervising staff</li> </ul>	<ul style="list-style-type: none"> <li>additional rooms to change in</li> <li>technical staff or operators</li> <li>microphones</li> <li>pay bar service</li> </ul>	<ul style="list-style-type: none"> <li><del>use of kitchen for food prep</del></li> <li><del>catering equipment or kitchen facilities</del></li> <li><del>Exclusive use of Green Room or Stage Door corridor (always shared with other users)</del></li> </ul>		<p>Limited on site, shared with all other users of the building. Ickenham Station car park is opposite (pay and display)</p>

<p><b>Ickenham Hall Rooms, Compass Cafe Bar and Manor Farm House Rooms</b></p> <p>See <a href="http://www.compasstheatre.co.uk">www.compasstheatre.co.uk</a> for details</p>	<ul style="list-style-type: none"> <li>Room and chairs</li> </ul> <p><i>Compass Drawing, Hilliard, Tate and Long Rooms are only accessible via stairs.</i></p> <p><i>Manor Farm House Provost's Chamber and Yellow Rooms are only accessible via stairs</i></p>	<ul style="list-style-type: none"> <li>additional rooms to change in</li> <li>technical staff or operators</li> <li>microphones</li> <li>pay bar service</li> </ul>	<ul style="list-style-type: none"> <li>use of kitchen</li> <li>catering equipment or kitchen facilities</li> </ul>		<p>Limited on site, shared with all other users of the building. Ickenham Station car park is opposite (pay and display)</p>
<p><b>Open Air Theatre Barra Hall Park</b></p> <p>max capacity 180, must be controlled by ticketing</p>	<ul style="list-style-type: none"> <li>Stage and auditorium</li> <li>Acesss to changing block, including 2 small changing rooms</li> <li>running water and toilet backstage</li> <li>2 x exterior power supplies at side of stage</li> <li>written emergency briefing for ushers</li> <li>fees waived if your show is rained off</li> </ul>	<ul style="list-style-type: none"> <li>supervising staff</li> <li>technical staff</li> <li>Outdoor PA</li> </ul>	<ul style="list-style-type: none"> <li>alcohol sales</li> <li>car parking inside Barra Hall Park</li> <li>fencing or access control</li> <li>use of indoor space</li> <li>catering or kitchen facilities</li> </ul>	<ul style="list-style-type: none"> <li>all performances must finish 30 mins before dusk</li> <li>no petrol generators, diesel only, must be fenced</li> </ul>	<p>Limited on site (Church Road end car park and Barra Hall Car Park).</p> <p>On street parking in the area.</p>
<p><b>Southlands Arts Centre Grounds or Compass Theatre Ground</b></p> <p>maximum 300 for any event, subject to size of marquee.</p>	<ul style="list-style-type: none"> <li>permission to use grounds only and erect a marquee</li> </ul>	<ul style="list-style-type: none"> <li>supervising staff</li> <li>outdoor electricity connection only (no cables included, Compass Theatre only)</li> </ul>	<ul style="list-style-type: none"> <li>technical services</li> <li>fencing or access control</li> <li>use of indoor space</li> <li>marquee / gazebo</li> <li>catering or kitchen facilities</li> <li>water</li> <li>electricity</li> </ul>	<ul style="list-style-type: none"> <li>no petrol generators, diesel only, must be fenced</li> <li>Available Fri, Sat only for functions with alcohol</li> <li>Live entertainment must finish by 10.30pm</li> <li>11pm function finish time</li> <li>No acoustic drums</li> </ul>	<p>Limited on site, shared with all other users of the building.</p>

## SAFETY AND INSURANCE

You are responsible for making sure that the activities you perform are safe for your performers, your crew and the audience, and in using our spaces you will be agreeing that:

- you will provide the right number of ushers, as in the table below
- members of your cast and crew will work under the supervision of in-house technical staff, and obey their instructions
- you will risk assess your activity, using our template, and you will pass the risk assessment to us
- you will take responsibility for any harm that results from your actions or those of your company
- you have £5m cover of public liability insurance
- you will ensure the safety of any equipment or you bring on site, including fire-proofing your set
- we will be able to prevent you using methods or equipment that are unsafe in our view

## USHERS AND BOX OFFICE

During your performance(s), you will need to cover the requirement for ushers.

- You must provide fit and able-bodied persons to act in the capacity of ushers for each performance. The ushers are there to assist the audience, and also to ensure a smooth evacuation if there should be an emergency.
- The ushers will be required to remain in place for the duration of the performance as well as the interval, and cannot be used for any other activities such as raffle, programme or merchandise selling.
- All ushers must be available for a briefing 45 minutes before the performance time.
- If your ushers arrive late, the performance will be delayed until all your ushers are briefed and in place.
- If your ushers do not come at all, or if they do not stay at their assigned locations during the performance, the performance will be cancelled and no refund of hire costs will be made.

Compass Theatre (main auditorium)	3 ushers
Winston Churchill Theatre	3 ushers and 1 car park attendant
Great Barn	2 ushers
Compass Studio, Manor Farm Stable or Ickenham Hall Rooms	1 usher
Open Air Theatre Barra Hall Park	4 ushers minimum

Southlands Arts Centre Grounds	determined by your risk assessment, which must have our approval, but at least 2 for each event.
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There is more guidance on safety and insurance at: <http://www.compasstheatre.co.uk/index.php/hire/put-on-a-show/insurance-and-safety/>

## **COPYRIGHT AND LICENSING**

- It is the client's job to ensure all the right performance licences and music clearances are obtained for the show
- In your publicity material you must only use images, text etc. for which you have the right permissions
- You must fill in a PRS/PPL declaration that includes any ticket sales you make yourself

There is more guidance on copyright and licensing at <http://www.compasstheatre.co.uk/index.php/hire/put-on-a-show/copyright-and-licensing/>

## **WORKING WITH CHILDREN**

If children 16 or under are performing at your event, you will have responsibilities for their welfare, safety and supervision. These are:

- Checking whether child performance licences are required
- Obtaining any licences required in plenty of time and giving copies to us
- Providing correct, legal adult supervision for all children in your event, whether performing or doing any other tasks
- Where registered chaperones have to be used, to provide us with evidence of their registration

You can find more guidance on this at <http://www.compasstheatre.co.uk/index.php/hire/put-on-a-show/working-with-children/>

## INDICIA

- Accepting these terms implies you have read and fully understood the conditions outlined in the contract and enclosed schedules and that you and any members of your company or organisation agree to abide by all the terms and conditions contained therein.
- Failure to return any of the documents or provide all the information required therein by the stipulated deadlines may have an adverse affect on the event, as it may not be possible to conduct safety and risk assessments or obtain necessary approvals in time.
- Booking spaces by itself does not take care of licensing restrictions on the sale of alcohol,
- The confirmation by the client of any booking, either by payment of a deposit, signature or online declaration shall be understood by both parties as a full acceptance of all the terms and conditions as stated herein and in any attached contract documentation and an agreement on behalf of the client to abide by them.
- Please ensure that all members of your company, and anyone else you are working with are advised about and comply with all the conditions of hire. Please also ensure all enclosed sections of the contract have been read and fully understood by all those concerned.

## TERMS AND CONDITIONS

1. The Council may from time to time make alterations to these terms and conditions, which may take immediate effect, and shall advise the client of revisions to these terms and conditions.
2. The Council will supply to the client the use of spaces at its venues (hereinafter referred to as "the premises") as further defined in this agreement and its schedules
3. This agreement shall extend to all usage or periods of usage of the premises or services that the Council shall explicitly and in writing acknowledge as falling within the scope of this agreement (hereinafter referred to as "the letting periods")
4. This agreement shall extend to all services that the Council acknowledges fall within the scope of this agreement (herinafter referred to as "the agreed services")
5. The Council will supply to the client, non-exclusively, the agreed services
6. The duration and extent of the letting periods and the agreed services shall exclusively be that which is acknowledged in writing by the Council
7. Notification by the client to the Council of the desire to use any service or space in the premises without subsequent written acknowledgement from the Council of its willingness or ability to provide such services or spaces shall not be sufficient to secure access or create any enforceable claim in respect of hire of the premises or provision of services
8. Charges payable by the client shall be applied according to ratecards (hereinafter referred to as "the applicable ratecards") as the Council shall explicitly confirm, prior to issuing any demand for payment, as applying to the letting period or any individual part of the letting period
9. The Council agrees to let space and/or provide services upon and subject to the terms and conditions contained within all the schedules and documentation which form an integral part of and are included with this agreement
10. This agreement shall not be construed or taken as forming a partnership or tenancy between the parties hereto
11. The Council may at its discretion, and with the client's agreement, grant particular responsibilities to persons who are members of the client's company or party, (hereinafter referred to as "authorised persons")
12. The client shall:
  - a. IN GENERAL
    - i. not assign or purport to assign the benefit of this agreement
    - ii. pay the Council in accordance with the conditions of hire and applicable ratecards, fees for hire and other services as shall fall into the scope of this agreement, subject to the terms below relating to cancellation



- iii. make payments in accordance with deadlines as the council shall lay out
- iv. undertake responsibility for ensuring that all persons who are assigned any responsibilities by the client in relation to the client's use of the Council's premises and services understand the totality of their obligations as defined in this agreement, if necessary supplying copies of the relevant sections of this agreement and other terms and conditions issued by the Council
- v. deliver to the Council in accordance with any deadlines as shall be provided in this agreement or otherwise by the Council, all documentation which the Council requires to be completed.
- vi. designate a single person to be the Council's sole point of contact for all matters relating to this agreement, and provide telephone, postal address and email contact details for this person
- vii. prior to confirmation of the booking, provide sufficient details about the client to enable the Council to determine which ratecards shall be appropriate to apply in accordance with its policies

b. IN RESPECT OF DEPOSITS AND CONFIRMATION OF BOOKING

- i. pay to the Council the deposit that the council shall specify in order to secure any dates falling under this hire. Failure to pay this deposit, or the forfeiture of any payment held on account in lieu of a deposit shall result in the cancellation of the client's hold on the dates in this agreement.

c. IN RESPECT OF USE OF SPACES ON THE PREMISES

- i. provide in writing, in accordance with deadlines specified by the council, the full details of access to space required, including all rooms and areas to be included in the letting periods, layouts, dates, and start and end times for bookings, and taking account of minimum booking periods as specified on documentation provided by the Council
- ii. take responsibility for ensuring that the time requested to be included in the letting periods is adequate for all needs, including any set up, rehearsal or get-out time required
- iii. not be entitled to the supply of a layout not specified six weeks in advance of the first date of the booking periods, or by the specified on-sale deadline, whichever is the sooner.
- iv. take responsibility for ensuring the confirmed booking dates and times are confirmed by the Council to their satisfaction prior to the commencement of the letting periods.
- v. not make use of, nor be entitled to access to the premises outside of the letting periods.
- vi. not make use of, nor be entitled to access any part of the premises not explicitly included in the hired spaces
- vii. vacate the premises by the time specified as the end of the letting periods (or any discrete part thereof), or else pay penalty charges as are laid out on the ratecard deemed by the Council to apply to this hire
- viii. not unreasonably reject an offer by the Council of access to an alternative space made by the Council at any time up to and including the letting periods in consequence of the non-availability for whatever reason of a space previously agreed by the Council to be included in the letting periods, and pay in such a case the rate originally agreed for the space first offered or the amount specified for the alternative space on the applicable ratecard, whichever is the lower
- ix. permit the entrance of Council staff into any space hired by the client at any time

d. IN RESPECT OF SAFETY AND SAFEGUARDING

- i. be responsible for their own health and safety and take all reasonable care for their own safety, and the safety of others who may be affected by their actions, omissions, or by the use or misuse of any property or equipment belonging to them, their company and/or members and supporters of their company or group.
- ii. comply with any instructions for safety as shall be issued at any time by any member of Council staff, or be displayed on signage at the

premises

- iii. where they are the last to leave a staffed premises, undertake where requested to provide at least one fit and suitable person to remain behind with the duty manager for the completion of the lock-up and alarm setting process
- iv. report to Council staff any accidents or use of the first aid kit that occurs during the letting periods
- v. ensure that any children under the age of seventeen attending or participating in activities undertaken by the client are supervised by a responsible adult at all times during the letting periods, and when on the premises at large between discrete letting periods.
- vi. indemnify the Council in respect of claims for damages, proceedings, costs and expenses of any description arising from the client's usage of the premises
- vii. not obstruct any fire exit, or prop open, or obstruct the full closure of any door
- viii. permit to be disconnected and/or removed any item of electrical equipment which has not been Portable Appliance Tested or is in the assessment of a member of council staff unsafe, and to comply with any request to desist from using such equipment

e. IN RESPECT OF LICENSING, PRIVACY AND COPYRIGHT

- i. not make use of any recording equipment (cameras, video cameras, sound recording equipment) on the premises without the prior permission of the Council
- ii. not make use of any TV receiving equipment without the prior permission of the Council
- iii. indemnify the Council against any claims in respect of copyright infringement relating to the performance, reproduction, sharing or showing of copyrighted material on the premises
- iv. pay to the council PRS fees in accordance with the applicable ratecards that are notified by the Council as applicable to the hire, or as otherwise explicitly defined by the Council in writing.

f. IN RESPECT OF NUISANCE OR INCONVENIENCE TO THE PUBLIC, STAFF OR OTHER CLIENTS

- i. not make excessive noise during a hire, and alert the Council at the time of signing this agreement to the potential for unusually high levels of noise during the letting period
- ii. ensure that attendees leaving the premises do so in a reasonably quiet and orderly manner
- iii. act in a respectful and non-abusive manner to Council staff and other users of the premises

g. IN RESPECT OF TIDINESS AND RESPONSIBLE USE

- i. not carry out any alterations to the fabric of the premises or to equipment or furniture within the premises nor to fix or cause to be fixed any apparatus equipment notice or decoration without the previous consent of the Council
- ii. take responsibility for all removal of any furniture or equipment supplied as standard with the hired spaces, and undertake to replace these in their original positions by the end of the booking or otherwise make arrangements at least six weeks prior to the date of the hire to pay additional charges for their removal.
- iii. keep the premises and any council equipment utilised by the client clean, tidy, and in good repair and working order, subject to reasonable and ordinary wear and tear
- iv. compensate the Council at rates to be determined by the Council, which shall not be unreasonable, for loss, damage or depreciation of any item owned by the Council which is used by the client in the course of the letting period.
- v. report to the Council and take responsibility for any breakage or damage to the contents and/or structure and fabric of the premises however caused, including the loss of any equipment and furniture on the premises by neglect or otherwise by members of the client, its employees, servants or agents
- vi. in the event of unauthorised alterations taking place, undertake to make such changes at its own expense and to restore the fabric equipment

and furniture of the premises to their state at commencement of hire.

- vii. at the end of the letting periods, leave the premises in the condition as required by this agreement, or else pay such cleaning charges and/or additional storage costs as laid out in the applicable ratecard and additional fees for repair set at the sole discretion of the Council
  - viii. remove from the premises all property brought on to the premises by the client, its agents, employees or by any person acting under the authority or associated with the client, or else pay storage and cleaning costs as defined in the applicable ratecard
  - ix. make no alterations or additions to the lighting, heating, seating, fixtures or fittings or other arrangements that constitutes as being the fabric of the premises
  - x. not drive bolts, screws, nails, pegs or tacks into any part of the intrinsic fabric of the premises.
  - xi. not bring any article of an inflammable or explosive nature into the vicinity of the premises without the prior knowledge and explicit consent of the council
- h. IN RESPECT OF ACTIVITIES WITH ATTENDEES OTHER THAN MEMBERS OF THE CLIENT, E.G. PERFORMANCES AND EXHIBITIONS
- i. obtain its own public liability insurance for all events which are to take place on the premises, with the amount of cover being no less than £5 million if during any part of the letting periods the client undertakes activities (whether educational, social or artistic) that shall be advertised as available to the public in any way, or where attendance shall be charged, or where a performance of any kind shall be given
  - ii. provide the Council whenever requested with a certificate showing that public liability insurance is in place for the whole of the letting periods
  - iii. concede to the council sole discretion, agree to comply with, and waive the right to challenge the council's decisions in the following circumstances:
    - 1. where the content of a production or an activity undertaken at the premises may not be suitable for certain types or ages of person, and the council introduces admissions policies to exclude certain types or age of people
    - 2. where activity undertaken by the client may be reasonably regarded as hazardous, or likely to cause a hazard, and the council introduces admissions policies to prevent any person from attending whom it considers to be at risk or to advise hazards to any person according to the direction
    - 3. where the content and reputation of any performance or activity might bring the Council into disrepute, and the Council requires modifications to or the cessation of performances or activity
    - 4. the admission of any person, whether holding a ticket or not, to the premises
    - 5. the expulsion or a request to leave of any person, whether holding a ticket or not, without the issue of a refund
  - iv. pay to the Council a percentage of the sale of any merchandise or art, at the percentage specified in the applicable ratecard (with merchandise not including programmes or raffle tickets), except at the discretion of the Council as expressed in writing.
- i. AT EVENTS WHERE FOOD OR DRINK ARE TO BE CATERED BY ANYONE OTHER THAN THE COUNCIL
- i. not contract or engage any person to serve pre-prepared food or drinks on the premises, or themselves serve such refreshments without the prior written approval of the Council, and not construe the withholding of such permission for any such contract or engagement as a breach of this agreement, even if no suitable caterer is approved.
  - ii. supply the Council wherever requested with certificates of food hygiene and method statements relating to the preparation and serving of food under the authorisation of the client during the letting period.
  - iii. abide by the Council's decisions relating to the satisfactory nature of food hygiene certificates and method statements and not engage, contract or permit to be engaged or contracted on its behalf, any person or company to act as a caterer who has previously been rejected by the Council as unsuitable to act as a caterer during the letting period to which this contract applies
  - iv. not use, or permit their caterer to use naked flames inside any building, nor to undertake barbequing or deep frying within any building

- v. only use, or permit their caterer to use naked flames exclusively in outdoor locations approved by the council
- vi. permit the Council to open bars and serve whatever refreshment as the Council sees fit to be sold at such prices and under such terms as the Council shall set or revise at any time, and not to do or permit to be done anything which shall cause a hindrance to the Council carrying on this activity
- vii. not supply, serve or sell alcohol on any premises without the prior written permission of the Designated Premises Supervisor where a Premises Licence is in force.
- viii. pay, wherever permission is granted to serve alcohol from outside the premises' own bar stock, such corkage charges as may be defined by the Council at any time prior to or subsequent to the signature of this agreement.
- ix. only permit any caterer or person performing the tasks of a caterer to prepare or heat food on site in spaces permitted for such purposes by the Council.

j. WHERE ANY PERFORMANCE, PRIVATE OR PUBLIC, IS TO BE GIVEN

i. IN GENERAL

- 1. manage and conduct all activity during the letting periods in such manner that nothing shall be done which shall offend against any statute or the conditions of any licence or any regulations of the Council or any local or public authority.

ii. IN RESPECT OF SAFETY AND ORDERLY RUNNING OF THE PREMISES

- 1. provide an event or stage manager (acting as safety officer) who is capable and able to deal with any emergency situations on stage and backstage should they arise. This person should be in communication with the duty management and/or the supervising technician and must be a competent adult of 18 years or over.
- 2. complete and submit to the Council, prior to the commencement of the letting periods an adequate risk assessment of all activities to be undertaken on the premises by the client
- 3. not permit to be done in or on the premises or any part thereof, anything whereby any policy of fire or other insurance may be invalidated or which may cause any increased premiums to become payable
- 4. repay the Council all sums paid by way of increased premiums resulting from any action of the client
- 5. comply with all instructions given either verbally or in writing by London Borough of Hillingdon staff, and ensure as appropriate communication of such instructions to all persons involved in the performances
- 6. ensure that during the letting periods, no persons other than those belonging to the event or the Council shall be given access to any performance space (except as may be required for audience participation purposes), or dressing rooms (including any space hired to be used as a dressing room), or gantries, fly tower, roof space, lighting box or any space reserved for technical activities.

iii. IN RESPECT OF PROPS, SCENERY ETC.

- 1. not make use of towers, ladders scaffolding or any similar equipment owned by the council without the express permission and supervision of London Borough of Hillingdon staff
- 2. provide to the Council no later than six weeks prior to the commencement of any performance full structural details of the set and scenery
- 3. fireproof scenery and props in accordance with requirements specified by the Council
- 4. use only timber in the scenery which complies with the requirements specified by the Council
- 5. where necessary for the running of other events in between the client's hire periods, undertake to move items of set that might otherwise obstruct the other events

iv. IN RESPECT OF LICENSING, COPYRIGHT AND PRIVACY

- 1. wherever requested, provide to the Council prior to the commencement of the hire period written permission from the owner(s) of any copyrighted material used in the production

2. obtain all necessary permissions from cast or their parents or guardians for any photographs or recordings of performances or rehearsals which the client shall authorise to be taken
  3. obtain all necessary permissions and licences required for consent to the public performance of any work
  4. indemnify the council in respect of any claims relating to infringement of copyright or public performance rights that may result from performances given under the terms of this contract.
  5. obtain permission from the theatre management to issue any temporary event notice that may be required in respect of the premises
  6. provide to the Council, within 30 days of the final performance covered by this contract, the total figure for box office receipts received by the client and details of all in-copyright music used, which will enable the Council to fulfil its obligations relating to reporting to the PRS.
- v. IN RESPECT OF USHERS
1. (HIRES ONLY) provide capable ushers for each performance to the amount of: one usher plus one additional usher for each 100 persons or part thereof that may be in the audience (the normal total for any given performance being 3-4 ushers). The client will ensure the ushers:
    - a. are given a full briefing forty five (45) minutes before the commencement of the event at which an audience or guests will attend, based on the emergency plan for the premises
    - b. are capable of performing and perform all duties specified in the briefing
    - c. are assigned to no other duties by the client, except by prior arrangement with the council
- vi. IN RESPECT OF AUDIENCE CAPACITY
1. take into account the need to remove seats from sale if using follow spots, extra sound desks, video recording, as seats cannot be released for these purposes if already offered for sale
  2. provide to the Council prior to the sale or allocation of any tickets, the client's policy on whether babes in arms shall be admitted
  3. not cause, through any action or omission, the capacities for all public areas of the premises to exceed a capacity that shall be explicitly defined by the Council at the time of confirming final ticket sales or seating layout details
- vii. IN RESPECT OF CHILDREN PERFORMING
1. undertake to be solely responsible for:
    - a. establishing whether child performance licences are required for performances during the letting periods
    - b. obtaining any child performance licences required for performances during the letting periods
    - c. where registered chaperones have to be used, to provide us with evidence of their registration.
    - d. ensure children under 17 involved in the performance are adequately supervised at all times when on the premises, both within and without the letting periods
    - e. hiring sufficient spaces to comply with legal requirements relating to dressing rooms for children
- viii. COMPLY WITH THE TECHNICAL TERMS AND CONDITIONS AS FOLLOWS
1. GENERAL TERMS
    - a. Ensure the crew use suitable footwear, protective clothing and hard hats as necessary during the construction and dismantling of set.
  2. STAGING
    - a. not use oil; spirit or cellulose-based paints or aerosol spray paint cans anywhere on the premises
    - b. All scenery and drapes brought into the theatre for use on the stage must be inherently flame proofed to comply with the London Fire and Civil Defence Authority (LFDA) Standards, and satisfy the local authority fire safety officer
    - c. The use of water on the stage is restricted. Only with prior approval and in a controlled situation, will the use of water be permitted.
    - d. Emulsion or acrylic-based paints are the only paints which are permitted to be used for decorating the set, scenery and props

used in the event.

3. EFFECTS, FIRE SAFETY AND PYROTECHNICS
    - a. To enable the Duty Technician to observe, assess and rectify potential safety hazards that may be present, a test firing of all pyrotechnics and similar effects must take place prior to the first performance
  4. GET OUTS
    - a. At the end of the event, the performance space must be cleared of all props, cloths, and drapes, set and all material associated with the event. The performance space is to be returned to the dormant state swept and cleared of all discarded items, rubbish and personal effects.
  5. LIGHTING, RIGGING AND FLYING
    - a. All equipment placed or suspended, together with additional steelwork must be secured by appropriate fixings and approved secondary steel safety restraints and where appropriate supplementary equipotential earth bonding is to be fitted.
    - b. Prior approval must be obtained from the technicians before any lighting barrel or tab track is removed or repositioned. Any such fixture moved must be repositioned at the end of the event.
    - c. Two authorised persons are to be present at all times when untying and handling fly lines, which is only to be carried out under the direct supervision of the Duty Technician. Protective gloves are provided for use and are to be worn when handling the rope lines.
    - d. Prior approval must be obtained from the technicians before any tabs; drapes and stage cloths are removed. Any such item removed must be repositioned at the end of the event.
    - e. Prior approval must be obtained before extensions or additional bars can be fitted to lighting barrels and tab tracks. All steelwork and heavy objects must be securely attached using approved fixtures and fittings and also by secondary steel safety restraints. Where appropriate, supplementary equipotential earth bonding is to be installed in accordance with current IEE wiring regulations to BS 7671.
  6. SERVICE ACCESS AREAS
    - a. Prior to and during all performances, the areas in the vicinity of the stage dock door and all fire exits are to be kept clear and free from obstructions. Vehicles are not to be parked in such a way as to obstruct any fire escape route or emergency vehicle access routes
    - b. Any loading or unloading of vehicles is strictly prohibited immediately prior to or during performances.
- k. WHERE, AT THE COMPASS THEATRE OR WINSTON CHURCHILL THEATRE, ONLY THE DOWNSTAGE AREA AND AUDITORIUM ARE TO BE USED
- i. make use only of the proportion of the stage and auditorium as shall be advised by the duty manager, and not enter any other part of the stage except with the express permission of the duty manager, or in an emergency situation
  - ii. undertake not to disturb or damage any item stored in the wings or elsewhere on the stage belonging to another client, and indemnify the council in respect of claims for damages from any other party in respect of such damage
  - iii. not have the right to store any item in between defined letting periods in any room or on the stage, except by the discretion of the Council to offer such storage, which offer may be withdrawn at any notice.
  - iv. ensure that provision is in place to respond to the withdrawal of any discretionary offer of storage space, or else reimburse the Council for costs reasonably incurred in the removal of any items that would otherwise obstruct the access to the space for another use.
- l. WHERE A FULL STAGE AND AUDITORIUM IN PARTICULAR ARE TO BE USED
- i. not automatically have the right to store any item of set, props or costume overnight or in between the defined letting periods in any room or on

- the stage, except by the discretion of the Council to offer such storage, which offer may be withdrawn at any notice.
- ii. ensure that provision is in place to respond to the withdrawal of any discretionary offer of storage space, or else reimburse the Council for costs reasonably incurred in the removal of any items that would otherwise obstruct the access to the space for another customer.
  - iii. keep all fire escape routes clear of all obstructions at all times
  - iv. not use any place as a storage area without the prior permission of the Council
- m. WHERE A PUBLICLY ADVERTISED PERFORMANCE IS TO BE GIVEN
- i. in accordance with deadlines as shall be specified by the Council, provide details of the timings and durations of performances
  - ii. provide at its own expense the performances defined in its submissions to the Council at the premises, during the letting periods and at performance times defined and agreed by the Council in writing to the client
  - iii. not alter in any substantial way, or advertise in altered form, the title, content or pricing of the performance after the initial submission of this information to the Council without the prior written agreement of the Council, and in the event of this agreement being withheld provide the performance under the title, content or pricing originally defined and accepted by the Council
- n. WHERE ANY SPACE IS HIRED FOR A PURPOSE OTHER THAN A PERFORMANCE
- i. provide to the Council prior to the sale or allocation of any tickets, seats or invitations, full details of the numbers and configuration of seats or standing room that shall apply to the letting periods
  - ii. not cause, through any action or omission, the capacities for all public areas of the premises to exceed a capacity as specified by the council on the relevant published layout or on agreement of a custom configuration of the space
- o. WHERE THERE WILL BE THE USE OF ELECTRICAL THEATRICAL EQUIPMENT
- i. abide by all instructions in relation to the safety of electrical equipment as shall be issued by the Council
  - ii. only operate, or authorise persons to operate, theatrical technical equipment and operating devices subject to the Council's technician being satisfied that competent persons are doing so.
  - iii. meet with the theatre technicians at a mutually convenient time prior to the production or event in order to ensure all requirements are understood by the client and its representatives, and that all requirements of this contract are satisfied prior to the client's use of any space.
  - iv. If it is intended to use any item of mains electrical equipment on the premises, ensure the equipment complies with the Electricity at Work Regulations 1974 and has a current portable appliance test (PAT) certificate. The theatre staff will inspect electrical equipment prior to its use, and reserve the right to refuse its use if there is no supporting evidence that it has been tested or in their opinion is unsafe to use
  - v. comply with written instructions or verbal briefings given to company members by technical or safety supervising staff
- p. RELATING TO THE PROVISION OF SERVICES BY THE COUNCIL
- i. PUBLICITY
    1. IN GENERAL
      - a. indemnify the council in respect of claims for damages, proceedings, costs and expenses arising from the unauthorised or unlicensed use of copyrighted material provided by the client for use by the Council and its sub-licencees for promotion of the event or the sale of its tickets.
      - b. notify the Council prior to the deadline for inclusion in the seasonal brochure whether it intends to seek such inclusion
    2. THE ESSENTIAL PUBLICITY PACKAGE - STANDARD DEAL
      - a. If buying the Council's essential publicity package, the client shall:
      - b. provide to the Council, in accordance with deadlines specified by Council staff, all advertising and publicity material including

- programme and press statements in connection with the event.
- c. provide images at a sufficient resolution to be used and copy at a an appropriate length to be used in the outlets specified by the Council
- d. be responsible for ensuring that all material provided is either free of copyright or appropriately licensed by the copyright and underlying rights holders to the client for all the uses described in this contract, and that all appropriate and legally required written permissions have been obtained from the subjects of images or their parents or guardians to enable the Council to use the images for the purposes described in this agreement
- e. hereby licence all such material for the Council to use and further sub-licence without restriction worldwide for purposes including but not limited to:
  - i. publicising the client's event
  - ii. publicising similar events in the future
  - iii. creating illustrated listings on websites owned by third parties
  - iv. reporting on arts activity within the Council
  - v. storing and publishing an archive of arts activities in a publicly accessible format
- f. grant permission to the Council to amend or edit images and text provided for publicity purposes for purposes including but not limited to consistency of style, quality and appropriateness of language or imagery for the targeted audience, and for such amendments to be made without the final approval of the client
- g. undertake and be responsible for the production, distribution and cost of all programmes and publicity material relating to the event

### 3. IF NEGOTIATING A CUSTOMISED PUBLICITY DEAL

- a. Provide such services relating to publicity as shall be laid out in a schedule to be supplied in writing by the Council and accepted in writing by the client, such acceptance not to be unreasonably withheld
- b. provide to the Council, in accordance with deadlines specified by Council staff, all advertising and publicity material including programme and press statements in connection with the event
- c. provide images at a sufficient resolution to be used and copy at a an appropriate length to be used in the outlets specified by the Council
- d. be responsible for ensuring that all material provided is either free of copyright or appropriately licensed by the copyright and underlying rights holders to the client for all the uses described in this contract, and that all appropriate and legally required written permissions have been obtained from the subjects of images or their parents or guardians to enable the Council to use the images for the purposes described in this agreement
- e. hereby licence all such material for the Council to use and further sub-licence without restriction worldwide for purposes including but not limited to:
  - i. publicising the client's event
  - ii. publicising similar events in the future
  - iii. creating illustrated listings on websites owned by third parties
  - iv. reporting on arts activity within the Council
  - v. storing and publishing an archive of arts activities in a publicly accessible format
- f. grant permission to the Council to amend or edit images and text provided for publicity purposes for purposes including but not limited to consistency of style, quality and appropriateness of language or imagery for the targeted audience, and for such amendments to be made without the final approval of the client

## ii. BOX OFFICE SERVICES



1. set aside an allocation of tickets for the event, which shall be sold exclusively by Hillingdon Box Office, and not offered for sale by the customer in any way other than by publicising contact details for Hillingdon Box Office, in accordance with the below quotas:
    - a. When hiring the Winston Churchill Theatre, Open Air Theatre Barra Hall Park or the grounds of Southlands Arts Centre under the Community Rate as a Hillingdon resident, at least 0% of tickets
    - b. When hiring the Compass Theatre, Great Barn, Compass Studio or any space or grounds at Ickenham Hall, or in the buildings and grounds of Manor Farm Site under the Community Rate as a Hillingdon resident, at least 50% of tickets
    - c. When hiring any space at the Community rate as a Non-Hillingdon resident, 100% of tickets
    - d. When hiring any space at the Social and Commercial rate, 0% of tickets
  2. Where using the Hillingdon Box Office under the terms above:
    - a. include correct contact details for Hillingdon Box Office on any publicity for public performances or events, both the telephone number and website address shall appear at at least the same font size as any contact details provided for the client's own ticket sales routes.
    - b. include text concerning the booking fees applicable to ticket sales in accordance with guidance given by the Council (only if listing a ticket price on publicity material).
    - c. provide to the Council prior to the sale or allocation of any tickets, seats or right of attendance, full details of the numbers and configuration of seats or standing room that shall apply to all performances in the letting periods, and abide by the reasonable decisions of the Council to alter these allocations by number or in any other way
    - d. pay the Council box office commission and credit card handling fees according to the applicable ratecard
    - e. not request from the Council any tickets to be held on unpaid reserve status, nor try to oblige the Council through any act to provide such a service
    - f. provide bank details to the Council for the payment of ticket income by direct transfer
    - g. specify in accordance with deadlines set by the Council the box office option and split of ticket allocations to be used
    - h. only sell as part of its allocation of tickets, tickets provided by the Council on approved ticket stock
    - i. return any tickets unsold from its allocation by three working days before the date on the face of the tickets
    - j. consent to Hillingdon Box Office offering a concessionary rate to members of the Compass Club
    - k. not request for any tickets in the Hillingdon Box Office allocation to be returned to the client, unless compensating the Council in the manner described below
    - l. for every ticket of the Council's allocation that the council does not sell either through the actions or omissions of the client, or by mutual agreement, pay the Council the equivalent percentage in commission as would have been applied to a ticket sold at full price.
    - m. grant permission to the Council to retain any customer data gathered through ticket sales activity by the Council for the Council's future use in accordance with and subject to data protection law
    - n. not request the supply of customers' personal data provided to the Hillingdon Box Office
- iii. PROFESSIONAL TECHNICAL SERVICES
1. provide, no later than six weeks prior to the first performance in the letting periods, details of the number of technicians required to operate or stage manage the client's performance or event
  2. at the end of the letting periods, sign a declaration provided by the Council that details the technicians thus used and the durations they worked for
- iv. TECHNICAL AND AV EQUIPMENT AND SERVICES
1. provide, no later than two weeks prior to the commencement of the letting periods, details of the equipment it wishes to hire from the

- premises that is detailed under the heading AV Hire, and pay at the rates on the applicable ratecard for the hire of this equipment
- 2. not be entitled to technical support for the use of free services, such as WiFi, which are provided by the Council on an as is basis
- 3. pay the Council for the replacement or repair of any equipment that is damaged or has its condition or appearance materially altered during the letting periods, except as caused through the acts or omissions of the Council
- 4. sign a declaration provided by the Council that details the equipment hired, the conditions in which supplied and returned, and the durations it was hired for
- 5. pay the fees from the applicable ratecard in respect of equipment hired and consumables used
- v. IN RESPECT OF SPECIALIST THEATRICAL EQUIPMENT AND SERVICES
  - 1. provide, no later than six weeks prior to the first performance in the letting periods, details of the theatrical technical equipment it wishes to hire from the premises (where such hire is offered)
  - 2. provide, no later than six weeks prior to the first performance in the letting periods, details of the operators and other staff required to be engaged by the council to undertake roles as offered in the technical return
  - 3. undertake to pay any expenses incurred in the transportation or removal of equipment, over and above charges for its hire
  - 4. undertake to pay any expenses incurred in the transportation of staff to and from the site of any activities if the journeys must be undertaken at unsociable hours

13. The Council shall:

- a. Specify, prior to the issuing of any bill or settlement, the ratecard or ratecards that will be used to calculate costs, and provide a copy to the client of the applicable ratecards
- b. have the right to cancel without further obligation any booking specified in the letting periods if the client is not in good standing in respect of debts to the council from another agreement or obligation
- c. in respect of insurance
  - i. insure itself only in respect of public liability in the event of theft, accidents, injury and accidental death, which occur through the Council's or its officers' negligence or actions. Please note the Council's policy does not insure against negligence or actions by the client or its employees and agents.
  - ii. not accept responsibility in respect of any loss, through theft or damage to goods or property left on the premises. Furthermore the Council will not be held responsible or liable for costs incurred for the storage, removal or disposal of items left on the premises after the hire period has lapsed or expired.
- d. IN RELATION TO USE OF ANY SPACE ON THE PREMISES
  - i. make available the spaces booked by the client for the client's use
  - ii. confirm in writing a full roster of dates, times and spaces booked as part of the letting periods, and notify the client of the status of bookings whether provisional or confirmed
  - iii. provide heat and light in the indoor spaces to a sufficient level as shall be appropriate for general use
  - iv. confirm in writing to the client any change made to confirmed bookings
  - v. provide for any use of the premises either a member of qualified staff to act as the duty manager, who shall be able to provide access to the premises and take charge in the event of an evacuation, or alternatively give instructions to the client of the correct procedures to be followed in the event of an emergency
  - vi. retain at all times the sole and exclusive right of superintendence and control of all persons on the premises
  - vii. have the right to:
    - 1. offer and hire any of the hired spaces to other clients outside of the letting periods
    - 2. offer the client a non-exclusive hire of a space in the premises, for example to allow another client to store items in the space at the

same time as the client shall hire the remainder of the space, but not do this in such a way as to obstruct the activities or which the client has hired the space

3. refuse permission for the repositioning or removal of any item of equipment fixture or fitting on the premises
  4. stop any work or activity being undertaken by the client that it considers unsafe
  5. disconnect and/or remove any item of electrical equipment which has not been Portable Appliance Tested or is in the assessment of the duty manager unsafe, and where necessary to require the removal of the item by the client or otherwise confiscate such an item and store securely until the end of the letting periods
  6. under no circumstances be liable for loss or damage to properties, equipment or any other effects which have been brought onto and/or stored on the premises by the client or any member or employee of the client, even where a member of Council staff has given assurances in relation to its protection
- viii. have the right, but not the obligation to offer a suitable alternative space to the client if safety or other requirements should necessitate the withdrawal of the hire of the space initially agreed without breaching this agreement.
- e. AT EVENTS WHERE FOOD OR DRINK ARE TO BE CATERED BY ANYONE OTHER THAN THE COUNCIL
- i. have the right to review method statements and food hygiene certificates for caterers and where doing so give a timely decision on its acceptance or rejection of the caterer to be engaged for the event
- f. WHERE ANY PERFORMANCE, PRIVATE OR PUBLIC, IS TO BE GIVEN
- i. provide a briefing to a member or members of the client in relation to the Council's requirements for safe practices during get-in, rehearsals, performances and get-out
  - ii. have the right to delay, suspend or terminate any activity, performance or rehearsal without prior notice or recompense to the client if any aspect of the Health and Safety at work Act 1974, the Electricity at Work Regulations 1989, the Theatre Licensing Regulations, or the London Borough of Hillingdon's Safety Policy, are in the Council's view compromised or likely to be compromised
  - iii. have the right to delay or suspend the client's activity or occupation at the premises without recompense to the client should it consider any activity being undertaken to be inadequately risk assessed by the client
  - iv. provide written terms and conditions prior to the commencement of the letting periods to supplement those given in this agreement and which, inter alia, specify requirements in relation to:
    1. the type and standard of timber for use in stage sets
    2. fire-proofing of stage set and props
    3. standards of adult supervision and provision of changing rooms for children involved in performances and rehearsals during the letting periods
- v. IN RESPECT OF FRONT OF HOUSE SERVICES
1. provide a briefing, either written or in person, for ushers or stewards supplied by the client
  2. have the right but not the obligation to open coffee or wine bars to the general public, including the audience for a performance, prior to, during and after performances during the letting periods, including performances in the Compass Cafe Bar or Winston Churchill Theatre Lounge area
  3. have the right of exclusivity in relation to the provision of refreshment on the premises, and reserve the right to require the client to cease the sale or serving for free of any refreshment
  4. have the right to:
    - a. refuse admission to, or to request any person(s) to leave or be removed from the premises, if it is in the best interests of the good management of the venue.
    - b. restrict the admission of unaccompanied children under the age of 10 years into the premises or any part
    - c. offer exclusive hire of another part of the premises to another customer during the letting periods

- vi. WHERE A PUBLIC PERFORMANCE IS TO BE GIVEN
  - 1. not unreasonably withhold permission for the client to issue a temporary event notice in respect of any part of the premises hired by the client during the letting period, nor unreasonably refuse a request for the theatre management to issue a Temporary Event Notice where the inclusion of such a public performance in the letting periods has been explicitly stated by the client prior to the signing of this agreement and the payment of a deposit
- vii. AT COUNCIL-OWNED INDOOR THEATRES
  - 1. have the right, but not the obligation to:
    - a. offer the client at its own discretion the ability to store items of set behind the tab line on the stage during periods between the defined letting periods
    - b. offer the client at its own discretion the ability to store suitable items such as costumes in the backstage dressing rooms
    - c. withdraw any offer to provide storage of set items at any time up to and including the letting periods themselves
    - d. reserve the right to the use of the performance space for whatever purpose it sees fit, outside the letting period defined in this agreement.
- viii. WHERE THERE WILL BE THE USE OF TECHNICAL THEATRICAL EQUIPMENT FROM HILLINGDON STOCK
  - 1. provide for all parts of the letting periods where technical theatrical equipment shall be used or made available to the client a duty technician or other suitable responsible member of staff in attendance at the premises to supervise the use of the premises and technical equipment who shall be competent to advise on the Council's requirements in respect of safety and use of technical equipment owned by the Council
  - 2. where reasonably practicable set up lighting and sound requirements as requested by the client, within the parameters set out elsewhere in this contract and in terms and conditions advised to the client
  - 3. advise, support and supervise the client's own technicians in respect of the technical facilities of the premises, and provide technical support as required at authorised rehearsals as defined in terms that the Council shall advise the client prior to the letting periods
- g. WHERE ANY SPACE IS HIRED FOR THE PURPOSES OF A PRIVATE FUNCTION THAT DOES NOT INCLUDE A PERFORMANCE
  - i. provide a briefing, written or in person, for ushers or stewards supplied by the client
- h. RELATING TO THE PROVISION OF SERVICES BY THE COUNCIL
  - i. PUBLICITY
    - 1. THE ESSENTIAL PUBLICITY PACKAGE
      - a. If the client express a desire to be included in the Essential publicity package, the Council shall provide:
      - b. if the client shall express its desire for inclusion before the specified deadline for the season brochure, a one-third-of-a-page listing in the seasonal brochure, consisting of an image and words which must be provided by the client
      - c. if the client is to sell some tickets via the Hillingdon Box Office, a listing for at least one week in our weekly advertisement in the Uxbridge Gazette or equivalent publication and a listing on the Compass Theatre website and a listing on the [hillingdon.gov.uk](http://hillingdon.gov.uk) What's On page.
  - ii. BOX OFFICE SERVICES
    - 1. provide non-exclusive online ticketing service except for any time the service is withdrawn for essential maintenance or unavailable due to circumstances beyond the Council's control
    - 2. provide a non-exclusive telephone booking service during the times publicly advertised for Hillingdon Box Office. The Council accepts no liability for any staffing difficulties interrupting the service.
    - 3. provide a non-exclusive in person booking service at the Council's premises during the times publicly advertised for Hillingdon Box Office. The council accept no liability for any staffing difficulties interrupting the service.
    - 4. provide sufficient ticket stock for all performances to be sold on behalf of the client, or else provide alternative means of policing

- admission which are acceptable to the client
- 5. in accordance with data protection law and its own policies, not provide ticket holder data for use by the client
- 6. receive all payments for admission to performances of the event made through the Hillingdon Box Office, or other Council points of sale,
- 7. collect from the client all hire charges and commission as defined in the applicable ratecards, less deposit and receipts for admission.  
Any excess monies held shall be paid to the client within sixty days of the final performance in the letting periods
- 8. unless arranged otherwise by the mutual written consent of the Council and the client, sell all tickets relating to public or private performances to which these terms and conditions relate
- 9. accept no liability for any unforeseen difficulties interrupting the online booking service
- 10. provide, prior to the event, tickets for all performances and box office service as required.
- 11. at its sole discretion, in the event of cancellation for any reason whatsoever of a performance, decide whether to refund booking fees, postage fees or online transaction charges and advise the client of its final decision on this matter
- 12. FOR HIRES AT THE COMPASS THEATRE, GREAT BARN, AND WINSTON CHURCHILL THEATRE
  - a. be entitled to distribute complimentary tickets to volunteer and paid staff, and their guests, up to a maximum of ten per performance.
  - b. receive all receipts from catering sales undertaken by the Council
- iii. TECHNICAL AND AV EQUIPMENT AND SERVICES
  - 1. subject to availability and any prior reservation, hire and reserve to the client the equipment requested by the client in its technical return
  - 2. notify the client at least two weeks prior to the first event or performance in the letting periods if equipment requested by the client should no longer be available to hire
  - 3. support and advise on hired technical services and equipment only to the extent of ensuring equipment is operational, unless explicitly agreeing in writing, prior to the commencement of the letting periods, to provide additional support, and then only to the extent specified
  - 4. not provide support on free technical services such as WiFi, which are supplied on an as is basis, nor accept any responsibility for the consequences of technical difficulties with these services.
  - 5. advise the client of any changes that shall be made to any previously specified hours or services that result from alterations to or further explication of the specifications for technical work initially made by the client and acknowledged by the council
  - 6. provide at the end of the letting periods, details of the hours worked by technical personnel and equipment hired and periods
- iv. SPECIALIST THEATRICAL SERVICES
  - 1. provide the services of technical operators in accordance with the specification of the client, subject to the availability of appropriately qualified staff
  - 2. notify the client at least two weeks prior to the first event or performance in the letting periods if appropriately qualified staff cannot be provided in fulfilment of its previously acknowledged requests
  - 3. notify the client in advance of the letting period of any expenses relating to transportation of equipment and staff where these are required off site or must travel at unsociable hours

## 14. CANCELLATIONS

- a. FOR CANCELLATION OF A PERFORMANCE HIRE AT COUNCIL PREMISES
  - i. If the client elects to cancel the whole or any part of its bookings or services under the letting periods
    - 1. with more than three calendar months before the first affected booking,
      - a. The client shall forfeit its deposit to the Council

- b. The client shall be liable for the reasonable costs of the Council in refunding sales made via the Hillingdon Box Office to customers
  - 2. with fewer than three calendar months before the first affected booking
    - a. the client shall pay to the Council 50% of the fees that would have been due should the booking have proceeded, as well as additional fees, including
      - i. 50% of fees relating to hire of space that was confirmed by the Council up to the point of cancellation
      - ii. 50% fees relating to the engagement of staff, including duty manager and duty technician, plus fees relating to operating technicians if these had been specified by the client to be engaged by the Council
      - iii. the reasonable costs of the Council in refunding sales made via the Hillingdon Box Office to customers
  - 3. with fewer than six working weeks before the first affected booking
    - a. the client shall pay to the Council all fees that would have been due should the booking have proceeded, as well as additional fees, including
      - i. All fees relating to hire of space that was confirmed by the Council up to the point of cancellation
      - ii. All fees relating to the engagement of staff, including duty manager and duty technician, plus fees relating to operating technicians if these had been specified by the client to be engaged by the Council
      - iii. A reasonable estimate, made by the Council of the commission and credit card handling fees that would have been incurred had the event gone ahead with 100% sales at full price
      - iv. the reasonable costs of the Council in refunding sales made via the Hillingdon Box Office to customers
- ii. The Council may cancel, without breaching this agreement, the whole or any part of the client's bookings under the letting periods
  - 1. if the cancellation is for any of the following reasons, the client shall pay all hire fees that would have been due should the letting periods have gone ahead as normal.
    - a. the client disregards safety advice given by the Council
    - b. the client does not comply in a timely fashion with any obligation in this agreement
    - c. the client does not make in a timely fashion any payment owed to the Council relating to the current or any other agreement
    - d. the client disregards an obligation to a third party in such a way as to render the continuation of the event unconscionable by the Council
    - e. the client through its activities or omissions breaches statute or is likely in the Council's view to breach statute
  - 2. in such circumstances as described in the previous clause, and for the avoidance of doubt, the client shall pay:
    - a. All fees relating to hire of space that was confirmed by the Council up to the point of cancellation
    - b. All fees relating to the engagement of staff, including duty manager and duty technician, plus operating technicians if these had been specified by the client to be engaged by the Council
    - c. A reasonable estimate, made by the Council, of the commission and credit card handling fees that would have been incurred had the event gone ahead with 100% sales at full price
  - 3. if the cancellation is for any of the following reasons, the Council's liabilities shall be limited to refunding any fees already paid by the client and customers in relation to the affected booking, which shall be regarded by the client as full and final settlement for any inconvenience or loss caused by the cancellation
    - a. the Council closes the building because severe weather or other circumstances make it unsafe to operate, even though your full cast and crew are available to run the show
    - b. the Council needs to use the building for a different purpose on an emergency basis
    - c. the council is unable to provide staff or briefings for the client's stewards in a way that meets statutory health and safety requirements, excluding the obligation to provide ushers

## 15. TERMINATION OF THE AGREEMENT

- a. The Council shall be entitled to terminate this agreement forthwith by written notice at any time, if any of the following should occur:
  - i. the client shall be in breach of any of the terms of this agreement
  - ii. the client shall enter into any arrangement with its creditors or enter into liquidation, either voluntary or compulsory except for the purpose of reconstruction or have a receiver of any of its assets appointed or if any of the client's effects in the premises shall be seized or threatened under any execution of distraint.
  - iii. the Duty Manager or General Manager may be of the opinion that continued use may constitute an infringement of the law, a Premises Licence, or would not be in the interest of the good management of the premises. The Council may, in a matter of public importance or emergency require use of the premises. If this agreement is terminated pursuant to any of the provisions contained in this clause, the client shall have no claims for any payment by way of damages or compensation arising out of, or in respect of the termination.
  - iv. due to circumstance beyond the control of the management of the premises the premises is used or required to be used by the local authority or government for a public event or for any legitimate reason deemed to be in the interest of public protection and safety.
  - v. the theatre premises licence shall be liable to forfeiture by reason of any act of omission or commission by the client.
  - vi. if the Council are of the opinion that continued service would constitute an infringement of the law, or otherwise not be in the interest of the good management of the Hillingdon Box Office.
  - vii. Any termination of this agreement shall be without prejudice to any right which may have previously accrued to either party.