

Theatre Hire Contract

Contract Number :

Contracted Parties

The Theatre Manager	Visiting Manager
The Seagull Theatre	Name
Morton Road	Address
Lowestoft	Address
NR33 0JH	Telephone
	Email

Hire details

Production Name	
Dates	
Get In Date / Time	
Rehearsal	
Extra Rehearsal (if Applicable)	
Ticket Prices	
Posters and Flyers	
Deadline for submission of programme copy	

Financial Arrangements

The cost of this Hire will be calculated in the following manner :

Payable to the Hirer will be the income from ticket sales with the following deductions :

- XX % for the Hire of the Theatre and provision of Theatre services
- The cost of any complimentary tickets authorised by the hirer
- 3% of the Gross Income from all Credit Card bookings
- £30 for the cost of the PRS/PPL Music license (Dependent on the Hirer providing full Music details in advance of the performance, otherwise a higher fee of £50 will be payable)

Details of the Hire cost will be provided to the Hirer within 14 days of the last date of hire. The Hirer should then provide the Seagull with an Invoice for the relevant amount which will be paid upon receipt.

Technical Arrangements

PLEASE PROVIDE A TECHNICAL RIDER ASAP, AND SEND TO tech@theseagull.co.uk.

WE APPRECIATE YOU NOTIFYING OUR TECHNICAL TEAM OF ARRANGEMENTS AS SOON AS POSSIBLE, PREFERABLY BY RETURN OF CONTRACT IF YOU CAN, THEN THEY CAN PLAN IN ADVANCE FOR YOU.

Performance and Music Rights

Performance rights

It is the responsibility of producers/performers to ensure that appropriate performance rights have been secured for any performance.

Evidence of such rights being acquired must be provided to Seagull staff upon request.

In the event of any liability being enforced against the Seagull Theatre due to non compliance with performance rights, the relevant producer or performer will be subject to action to recoup any financial loss from the Seagull.

Music Rights

The Seagull has to pay performance licenses to PPL and PRS on behalf of all productions in the Seagull Theatre. These include annual as well as per production fees. The costs associated with these are recouped via the £30 deduction made against the income for each Hirer. This is a flat fee and is not dependent upon music used in the production.

However to fully comply with the terms of our license we require the following details from each production

Terms and Conditions of Hire

The following terms and conditions of hire apply to all contracts and are not subject to variation unless by agreement in advance between all parties to the contract

1. Cancellation

The Seagull reserves the right to terminate this contract in the following circumstances without penalty or compensation :

- Sale of the Seagull
- Closure of the Seagull due to unforeseen circumstances
- Failure on behalf of the Hirer to fully comply with all terms and conditions

In the event that the termination of the contract is due to the failure of the hirer to fully comply with the terms and conditions then a penalty charge of £20 per booked night will be payable by the hirer. The Seagull will raise an invoice for this amount.

The Hirer may cancel the booking at any point, but will be subject to a fee of £50 per booked night.

2. Health and Safety

The Hirer accepts full responsibility for ensuring that all aspects of their usage of the Seagull comply with Health and Safety legislation and best practice.

In particular hirers must :

- Brief all participants in the production on Fire Exits, location of extinguishers, First Aid boxes and accident book.
- Brief all participants on their responsibility for their own safety
- Ensure that all equipment brought into the Theatre is safe and fit for use
- Ensure all accidents and incidents are reported to the Theatre Technical Manager or representative
- Ensure all people handling equipment are sufficiently trained and competent to take responsibility for their own safety

3. Parties Responsibilities

The Seagull will.....

- Provide Technical staff for Theatre bookings using either employed or volunteer staff
- Provide administrative, bar, Front of House and cleaning staff/ volunteers, to facilitate the efficient running of the venue.
- Obtain relevant licences and permissions on behalf of the Seagull Theatre including PRS/PPL Music licenses.
- Provide the Hirer with details of any relevant Box Office receipts
- Provide appropriate technical specifications of the Theatre for the hirer.

The Hirer will

- Provide any production or resources at their own expense.
- Provide full and effective staffing to ensure advertised productions can be presented fully.
- Obtain any necessary licenses specific to the production
- Provide Technical requirements to the Seagull Technical Manager at least 6 weeks prior to hire date (preferably sooner)
- In the case of emergency the Hirer/Visiting Manager is responsible for evacuating all persons affiliated directly to them, to the appointed meeting place depicted on the fire signs backstage.

4. Publicity

Please supply publicity materials in good time to the Venue for distribution. The best sizes and numbers are:

A4 posters x 10 - 20

A3 posters x 5 - 10

Flyers x 250 - 750

Deadlines for copy and photos required for Promoters 'Seasonal Programme':

For Jan-April - 1st week of November

For May - Aug - 1st week of March

For Sept-Dec - 1st week July

WORDS:



Maximum of sixty words for copy in the brochure - Plus of course your company or group name, title of production and name of playwright (if applicable). One of our biggest publicity expenses is the Seagull programme and to keep the costs down we try to limit the page count and too many companies using too many words will add to the cost and reduce the money that we have available for publicity elsewhere.

For our website we are happy to use longer text and also links to your own website/youtube which we will use wherever possible. **Please don't** send us a long blurb and then ask us to edit it for the 60 word text for the brochure as we may modify it in a way that you don't want, we don't want to guess which parts you consider essential.

IMAGE:

PLEASE MAKE SURE THAT YOU HAVE OBTAINED FULL COPYRIGHT PERMISSION FOR US TO USE THE IMAGE.

The image will appear in the Seagull brochure, on our web pages and could be used in our newspaper advertising and might be provided by us for use in the newspaper entertainment feature pages. **It could be expensive to the Seagull if we were prosecuted for illegally using copyrighted material**, if we are, then we will have to pursue you and/or your organisation for compensation.

The Image must be 300dpi quality or will not reproduce well in print. Please ensure that you supply Portrait  and Landscape  photographs at high resolution for print. If you **DO NOT** send Portrait photographs we cannot consider your images for the front cover of our programme.

NO WORDING! The image is an illustration of the production; the words will be in the blurb. The only wording that might be included in the image is for example, lettering on somebody's T-shirt or on a package label that is part of the whole image. **Please don't just send us a copy of your poster, as an image covered in words can appear meaningless if it is reduced to fit in some of the spaces allocated for a picture in our advertising, and it is of no use to illustrate a newspaper article. Also, trying to extract a suitable image from between the text can be unnecessarily time-consuming for our unpaid voluntary graphic designers and is not always possible to do.**

WHAT WE CANNOT DO FOR YOU:

We are a small not for profit arts centre and our capacity to promote, market and publicise your show is limited to how many and how frequently volunteers can take out publicity locally,

whether our local paper chooses to print our coming events each week written by a volunteer journalist, and whether our small team of staff have time to contact other media contacts amongst the myriad other tasks that they carry out to keep the theatre running. Until we can afford to employ a dedicated Marketing/Publicity coordinator we do stress that we cannot be depended upon to publicise your show as extensively and thoroughly as we would like, and advise you to carry out this task as you would wish it to be done.

5. Insurance

Both parties will maintain relevant insurance policies and meet relevant statutory responsibilities. The Seagull will maintain relevant cover against all risks relevant to the property and its employees and volunteers.

The Seagull WILL NOT be responsible for the loss, or damage to property belonging to the hirer or their agents.

The Hirer will be responsible for such cover in respect of their employees and members of the public and against all risks in respect of their property and employees arising out of the occupancy of the Theatre.

Neither Party will allow anything to be done which would knowingly invalidate any insurance cover or which would incur additional premium payment.

Both Parties are responsible for taking all relevant precautions to avoid loss, damage, or harm by fire or accident, whether covered by any policy, insurance or not.

Both Parties will ensure that their employees and agents will observe and abide by all conditions and regulations, with particular concern for Fire and Safety regulations including the fire proofing of the production resources.

6. Protection of Ethos

The Seagull reserves the right to cancel any Hire which it feels contravenes its community ethos or which may cause unnecessary distress or alarm to local residents or theatre users.

Furthermore the Seagull reserves the right to cancel any Hire which it feels will offend public decency, contravene obscenity regulations, or cause unnecessary public outcry.

The Seagull reserves the right to enter into negotiations with any Hirer to adjust the content of any production to ensure public decency and the Ethos of the venue.

7. Complimentary Tickets

The Seagull reserves the right to limit the provision of complimentary tickets to the following

The Hirer may award up to 2 complimentary tickets for each night of hire

The Seagull may award up to 2 complimentary tickets for each night of hire

On any given night of hire, no more than 4 complimentary tickets will be provided.

All complimentary tickets will be provided through the Seagull box office.

The cost of complimentary tickets issued by the Hirer will be deducted from box office receipts payable at the end of the hire period.

8. House Rules

a) There is to be no smoking (e cigarettes included) anywhere in the venue except on stage during a show, not a rehearsal, where it is part of and integral to the artistic action and has been notified in advance to the Resident Manager.

b) No unauthorized persons are to enter the Tech Control Room. No liquids of any sort are allowed in the vicinity of the Tech Control Room.

c) No person other than those employed at The Seagull, is to go behind the scenes with permission. No visitors are to be allowed into dressing rooms or back stage.

d) No advertisement of any nature whatsoever is to be exhibited on any scenery or effects carried or used in the production without the permission of the Resident Manager.

e) No alterations to the stage floor are to be made without the permission of the Resident Manager

f) Dressing Rooms are to be vacated 45 minutes after curtain down.

9. Child Protection

No child under the legal age shall perform on the stage unless duly licensed, and any licenses for the children shall be obtained by the VISITING MANAGER and produced before the first performance.

10. Parking

The Visiting Manager is responsible for ensuring that persons affiliated directly to his/her use the parking facilities to the rear of the Seagull.

11. Liability

The Hirer accepts full liability to make good all damage done to Seagull Theatre or property thereof, caused by negligence, action or omission of action of the Hirer or their agents.

12. Disclaimer

This contract represents the final terms and conditions of Hirer of the Seagull Theatre or Studios and supersedes any previous correspondence or dialogue.

The Hirer is responsible for signing and returning this contract within 7 days of receipt. If the contract remains unreturned within 21 days or by the time of the Hire (whichever is soonest) acceptance of the terms and conditions herewith will be assumed.

Signatures

On Behalf of the Seagull Theatre



Date

Venue Manager

On behalf of the Hirer

Date