



THE HEADGATE THEATRE

STANDARD TERMS AND CONDITIONS OF HIRE (SCHEDULE 1) (applicable from July 2022)

BACKGROUND

The Headgate Theatre (the Venue) is run by paid staff and a significant number of volunteers, and relies on Hirers to conduct themselves in a co-operative and responsible fashion.

The conditions set out below, form part of the contract of hire and in each section the responsibility of the Hirer is clearly set out, together with the responsibilities of the Venue. This Schedule may also be supported by the Marketing and Performance Information Forms sent to the Hirer electronically.

Where timescales are specified, it is the responsibility of each party to meet those timescales.

1. ACCESS TO THE BUILDING

The Hirer will:

- 1.1. Identify their anticipated arrangements for access with the Venue when establishing the initial booking.
- 1.2. Request any change of requirements in writing in advance of the booking.
- 1.3. Adhere to stated times of entrance to and exit from the Venue, as often the building will need to be unlocked/locked specially.
- 1.4. Keep any keys or access codes safe and confidential within group.

The Venue will:

- 1.5. Arrange for representatives to open/lock the building for any access required outside of daytime box office hours as specified by the hirer in accordance with 1.3 above;
- 1.6. Endeavour to respond to short notice requests for **change if it is within our volunteer capacity.**

2. ADHERENCE TO HEALTH AND SAFETY REQUIREMENTS

The Hirer must follow the requirements of the Health and Safety at Work Act, which are displayed in the theatre and any other legislation relevant to the hire.

In particular the Hirer should note that:

- 2.1. A Health and Safety risk assessment will be required for public performances. This will be undertaken by a nominated Headgate Theatre representative, in conjunction with a representative of the Hirer at an appropriate time. Any anticipated issues should be discussed as part of contract arrangements as early as possible. Where the use of rostra or any form of scaffolding/raised platform is planned, this must be identified prior to "get in".
- 2.2. They must inform the Venue, in writing, if the production requires the use of naked flame, smoke or haze effects, pyrotechnics, lit cigarettes or other incendiary devices or effects on the Performance Information Form. This is to enable the theatre to advise on management of smoke alarms and provide information to patrons.
- 2.3. There is no smoking in any part of the building or the sideway or car park at any time.

- 2.4. No drinks, liquids or food of any kind may be taken into any area where electrical equipment is being used. This includes the sound/lighting control areas and the stage area, unless as part of the action of a play.
- 2.5. The Hirer is responsible for providing all tools and equipment necessary to build and paint their set, and all materials should be removed from the premises at "get out". The Headgate will dispose of any items left by a hirer, and reclaim any costs associated with this. Items should not be "dumped" on adjoining premises.
- 2.6. All scenery and props must be adequately fire-proofed. The Venue can provide the correct fluids. A nominal charge will be made.
- 2.7. Any electrical equipment supplied by the Hirer must be currently PAT tested and labelled.

All fire exits, fire doors, gangways and corridors are to be kept clear at all times to enable safe emergency exit if necessary.

The Hirer shall make themselves familiar with escape routes from the building in case of fire. They shall appoint a responsible person to ensure the safe evacuation of those using the premises under the contract of hire. This individual is responsible for taking the fire evacuation grab board with them to the evacuation muster point which is on St John's St opposite Mailbox/The Playhouse. The responsible person will also call 999.

A complete and up to date First Aid kit is sited at the Front Desk. There are supplementary, partial kits in other parts of the building purely for the convenience of users.

The incident/accident book, which is stored at the front desk, should be completed in the event of any incident or accident which occurs on the premises and immediately reported to the Venue by email to tickets@headgatetheatre.co.uk

Any incident which is reported through the Hirer's own reporting system, and which relates to the premises should also be recorded in the Venue's incident/accident book or notified in writing within 3 working days to info@headgatetheatre.co.uk.

3. ADVERTISING

The Venue is responsible for:

- 3.1. Supplying an electronic version of the theatre logo on the request of the Hirer.
- 3.2. Providing wall and leaflet display space within the theatre for Hirer material (A4 posters, A5 flyers).
- 3.3. Providing website advertising within the What's On page, unless it is specifically agreed with the hirer that this will not happen. A4 Poster images will be displayed where provided on the website and in the theatre building.
- 3.4. Providing Front of house wall space for photographs of the current production.
- 3.5. Producing and displaying, at its discretion, an advertising poster on the building exterior the week of the performance, subject to the availability of volunteers, and timely provision of information by the Hirer.
- 3.6. Notifying the Hirer of any brochure production, the deadline date and the information the Hirer must supply in order to be included in the season brochure.
- 3.7. Subject to volunteer capacity and where appropriate, advertising information will be supplied to free publications distributed within Colchester, and local social media diary publications.

The Hirer is responsible for:

- 3.8. Supply of an electronic poster image in jpg or pdf format for use on the Headgate website What's On and Ticket Source.
- 3.9. Submission of images as specified in the marketing information document for inclusion in the season brochure (space permitting).
- 3.10. Production of any paper posters and leaflets specific to the hire and distribution of any printed material (unless agreed otherwise).
- 3.11. Ensuring that The Headgate logo, address and box office contact details appear on all advertising posters and leaflets and that the requirements of the licencing agent are included, as specified.
- 3.12. Arranging for any newspaper feature articles.
- 3.13. Arranging for any photography specific to the hire.

4. AUDITORIUM EQUIPMENT AND LIGHTING

The Venue DOES NOT provide staff to set up or operate the lighting and sound desk. It is the responsibility of the hirer to arrange for competent personnel to undertake these responsibilities.

Where assistance is requested, the Venue can provide contact details of competent operators for lighting, sound or stage management on request. The Hirer will be responsible for any negotiation with these individuals and make any payment of agreed expenses directly to the individual.

The Venue will:

- 4.1. Provide details of the Venue technical equipment available and a stage plan on our website.
- 4.2. Ensure that the equipment and lighting is functional at the commencement of hire and provide operator manuals.
- 4.3. Provide familiarisation with the equipment on request, and providing sufficient notice has been given to arrange volunteer attendance to do so.

The Hirer will:

- 4.4. Only use general lighting for any rehearsal taking place in the auditorium except for technical or dress rehearsals.
- 4.5. Provide a competent person to operate any equipment, whether it is the Venue's equipment or equipment brought into the building.
- 4.6. Ensure that the lighting rig is restored to its base state unless it is specifically agreed that this does not need to happen. The Venue reserves the right to deduct costs for any significant work to restore the rig to base state at the rate of £50 per hour.
- 4.7. Not remove any lanterns, clamps, chains or cables that are the property of The Headgate. Should this happen, the hiring company will be charged for any costs incurred in enabling subsequent bookings to be fulfilled.

5. AUDITORIUM LAYOUT AND EQUALITY ACT 2010

The Hirer will need to determine how any theatrical or musical production is to be staged **prior** to confirming ticket pricing and sale arrangements for seats as the seating capacity will vary.

The Hirer must consider the requirements of disability access and seating, noting that it would be unreasonable to design a set in a way that creates a barrier for access to any group covered by the Equality Act 2010. Wheelchair spaces are usually designated in A6 and A11 of the standard layout.

6. BAR ARRANGEMENTS

The Hirer is responsible for:

- 6.1. Notifying the Venue of the requirements for a bar as part of completion of Performance Information form.
- 6.2. Confirm in advance any specific requirement for interval drinks or ice cream provision or any anticipated late night requirements by completing the relevant section of Performance Information Form
- 6.3. Notify the venue in advance if any raffles, collections or displays are required.

The Venue is responsible for:

- 6.4. Arranging for volunteers to operate the bar in accordance with standard Headgate practise. All efforts will be made to meet any reasonable requests from the Hirer. Hirers should note that in some instances, this may be limited to pre-show and/or interval opening.
- 6.5. Determining the prices and products to be sold within the theatre.
- 6.6. Determining whether any supplementary charge should be made if a production or event has no interval.

7. BOX OFFICE

The Venue will undertake the management of the Box Office and will be responsible for coordinating the sale of tickets unless there is express agreement to vary this clause.

The venue will:

- 7.1. Provide sufficient box office cover.
- 7.2. Provide an internet ticketing facility where patrons will be asked to pay a proportion of the software provider fee.
- 7.3. Provide a credit card booking facility in person or by telephone through the Box Office. Booking fees will apply.
- 7.4. Provide an answer-phone and email facility for the booking of tickets.
- 7.5. Provide the printing of tickets in accordance with the information supplied by the Hirer.
- 7.6. Ensure that group bookings of 10 or more are notified to the hirer, and any group reservations are actively managed.
- 7.7. Ensure that bookings made by wheelchair users are communicated to the Hirer;
- 7.8. Maintain a record of ticket sales for each production.
- 7.9. Make payment of the income from ticket sales, less incurred hire expenditure/amounts held for damage within 14 days of the close of the production.
- 7.10. Provide a representative of the theatre to cover the box office desk for auditorium productions, and for other hires by specific arrangement.
- 7.11. The venue reserves the right to charge a booking fee for ticket sales.

The Hirer is responsible for:

- 7.12. Ensuring (by supply requested information detailed on Marketing Information document) that ticket price arrangements, including concessions or any special sale arrangements are clearly communicated and submitted to the Headgate Theatre at info@headgatetheatre.co.uk
- 7.13. Identifying in advance any complimentary seating requirements.
- 7.14. Ensuring that the theatre policy of payment for tickets at the time of booking is clearly communicated within the hire group. Generally tickets will only be reserved for standard purchases without payment for a period of 48 hours (with exceptions for block bookings

(10+). Where a performance is approaching full capacity, any person with reserved tickets will be contacted by the Box Office and asked to make immediate payment. Where contact is not possible, the theatre reserves the right, in discussion with the hirer, to offer these seats for sale to another patron.

7.15. Not exceeding the maximum occupancy of the auditorium, as determined by Fire Regulations.

7.16. Ensuring the theatre seating layout recognises that many patrons have general mobility difficulties, as well as needing to provide for wheelchair spaces.

8. GENERAL DATA PROTECTION REGULATIONS

All Hirers must ensure they have met the requirements of the GDPR and have the appropriate policies in place. The sale of tickets is covered by the Privacy Notice to be found on either The Headgate website or Ticket Source website.

9. CONDITION OF BUILDING AND CLEANING

The Hirer is responsible for:

- 9.1. Having a named person, who is a responsible adult, on the premises throughout the booking who will need to sign in on behalf of the hirer.
- 9.2. Only giving access to the building to people with a legitimate reason for being on site.
- 9.3. Maintaining a list/register of those people attending for the period of the hire, which can be made available to the Fire Authorities in the event of an emergency situation.
- 9.4. During the period of the hire, providing supervision of the room(s) hired, the fabric, and the contents of the room and of the behaviour of all persons visiting the Venue and using the room in whatever capacity.
- 9.5. Ensuring that the building is secure in accordance with the agreements set up for access. On no account should external doors be wedged open or the building be left unoccupied with any external door or window open.
- 9.6. Turning off the lights and any mechanical ventilation used and closing windows in all areas accessed at the completion of the hire.
- 9.7. All rubbish generated during by the hirer should be removed from the premises and disposed of suitably. Plastic sacks can be made available.
- 9.8. Any loss or damage caused to any part of the Venue including furniture, equipment or interior structure during the period for which the Venue is hired.
- 9.9. Ensuring that no external or internal decorations, flags, emblems or notices are displayed and no streamers, confetti or like materials are brought in or used in connection with any use of the Venue as hired by the Hirer without the written consent of the Venue.
- 9.10. Ensuring that no petrol, petroleum or similar spirit, gas bottles or gas filled balloons are brought into any part of the Venue. Taking necessary steps to prevent any act or thing being done which could in any way cause the risk of fire or explosion.
- 9.11. All woodwork, scenery, wings draperies, floral decoration, curtains or any other properties whatsoever used by the Hirer in connection with the hire of the Venue. These must be rendered and maintained non-flammable.
- 9.12. Ensuring that no privately purchased liquor is brought into or consumed in the Venue.
- 9.13. Ensuring that every use of the Venue during the hiring period is conducted decently, soberly and in an orderly manner and nothing contrary to sobriety, decency or good manners shall be performed, produced, exhibited or represented therein.
- 9.14. Noting that the hire charge does not include any additional equipment such as projectors, sound equipment, microphones, lighting etc which may be provided at additional costs. In the event the Hirer requires additional equipment they will be responsible for the safe return of the equipment to the Venue at the end of the hire, in the same condition as it was provided to the Hirer.

- 9.15. The Venue shall not be responsible for any loss or damage to any personal property belonging to the hirer.
- 9.16. Ensuring that they, or individuals/contractors associated with their period of hire, do not mark or damage any part of the decoration or fabric of the Venue, including fixtures, fittings and furnishings. Charges will be made to make restoration at the discretion of the Management.
- 9.17. Restoring all parts of the performing space including the stage floor to a good condition if marks have occurred during the activity. Paint, rollers and trays for floor repainting will be made available on request.

10. CLEANING

The Hirer is responsible for:

- 10.1. Removing **ALL** Hirer's equipment, set, costumes, properties, etc, at the conclusion of the booking. Where this is a one week auditorium booking, this means by 9.30am on the Sunday morning **at the very latest**, on the basis that another hirer will require access from 10am. The Venue has no storage facilities, and any set or items left may be disposed of, and associated costs reclaimed
- 10.2. Ensuring that any hired space, including the dressing room and apse rooms, are left in a clean and tidy condition at the end of the hire period. Ensure that any crockery used is washed up, dried and put away, and the sink left in a clean condition;
- 10.3. Requesting any plastic bags or materials to assist with the clean in good time from the Duty Manager. All bins should be cleared of rubbish and food remains.

The Venue is responsible for:

- 10.4. Ensuring that the auditorium is in a clean and tidy state at the commencement of the performance period.
- 10.5. Ensuring all communal areas, including toilets, are in a clean, functional state, with adequate supplies.
- 10.6. Provision of cleaning materials/rubbish bags/hand towels where required.
- 10.7. At the discretion of The Headgate, provide of a key to enable access/exit during periods when the building is not staffed.

The venue cannot take responsibility for any personal items left in the building, including telephones, phone chargers and personal valuables.

11. SECURITY

The Hirer is responsible for:

- 11.1. Ensuring that the building is secure in accordance with the agreements set up for access. On no account should the building be left unoccupied with any external door or window open.
- 11.2. Where doors are left open by the Hirer for access, then the hirer must be vigilant about the security of personal or company items left unattended;
- 11.3. Turning off the lights in all areas accessed when finished with, including backstage lighting;
- 11.4. Notifying the Venue of any breach of security or difficulty with the alarm system. During Box Office hours that notification should be made to the Theatre Manager.

The Venue is responsible for:

- 11.5. Ensuring that the building is alarmed each evening;
- 11.6. Ensuring that where a Hirer is occupying the auditorium and associated apse/dressing room space that the area is kept secure and not used by others, unless specifically negotiated.

12. REPORTING FAULTS AND PROBLEMS

In order that the Venue is able to meet the needs of consecutive hirers, we ask that notification of any general faults or concerns are emailed to info@headgatetheatre.co.uk as soon as they are identified. For urgent issues relating to premises, (alarms, flood, etc) please contact 07876 420536

13. FRONT OF HOUSE

The Hirer is responsible for:

- 13.1. Setting aside 2 seats for Front of House, as designated by the Venue;
- 13.2. Notifying the Headgate Duty Manager of the timing for the house opening, the procedure for giving FoH clearance, the expected finish time of any production, and any specific requirements for interval arrangements, late access, actor use of public entrances etc;
- 13.3. Providing additional assistance at the commencement of a performance where the bulk of seats have been sold to enable the public to be seated safely and quickly;
- 13.4. Supplying, on request, Front of House staff for a production or event. Those individuals are expected to comply with the Venue guidance notes for Front of House staff, particularly those relating to evacuation, use of lift facility and managing incidents/complaints, which will be supplied.

The Venue is responsible for:

- 13.5. Provision of a competent person to operate the Front Desk during any public performance
- 13.6. Agreeing the basis on which front of house staff volunteers will be supplied. The venue would normally anticipate supplying two front of house staff for any public event unless otherwise negotiated.

14. HIRE CHARGES

The current standard hire charges may be varied at the discretion of the Venue. All invoices must be paid within 14 days of issue.

The Venue reserves the right:-

- 14.1. To request in advance, a deposit or the full hire charge.
- 14.2. To withhold a sum on conclusion of the booking in the event of any failure to comply with the conditions set out in this schedule or to cover the costs of any damage to the Venue's property during the period of the hire.
- 14.3. Raise an invoice if the sale of tickets does not meet agreed hire /incidental charges. This invoice will need to be paid within the time period specified.

15. INSURANCE

The Venue provides Public Liability cover for amateur performing arts organisations only whilst they are in the theatre.

Professional or commercial hirers must provide their own insurance cover, and a copy of this should be provided before the hire commences

Where rooms other than the auditorium are used for performance events, the Hirer shall also be subject to the terms and conditions of the theatre space, which are available on our website.

The hirer will be responsible for:

- 15.1. The necessary insurance of scenery, properties, costumes, lighting or sound equipment and all personal effects brought into, and kept at, the Venue during the period of hire.

- 15.2. Losses caused by the cancellation of a performance, where the nature of that cancellation requires a refund of ticket sales or loss of deposit. Any cancellation of a performance, once commenced, will be agreed between a representative of the hirer and the Headgate Representative.
- 15.3. The Hirer and those acting on behalf of the Hirer, will observe all due care when using the building, and ensure that security of the building is maintained.

16. MULTIPLE USE OF BUILDING

The Venue is responsible for:

- 16.1. Advising the Hirer of any specific requirements that may result from accommodating multiple users. Where the studio, bar or auditorium are booked at the same time, the Venue will endeavour to ensure that concurrent bookings do not detract or cause nuisance. On occasion, this may mean that the kitchen area is not available to all Hirers.
- 16.2. Ensuring that the requirements of a public performance can be met and may request the adjustment of a booked activity to achieve this. Reasonable notice of this adjustment will be given.

The Hirer is responsible for:

- 16.3. Adhering to any conditions set out by the Venue where a hire space is used by multiple Hirers or is being hired concurrently with another space.

17. PARKING

The Hirer is responsible for:

The Hirer should note that there is no street parking outside the Venue between 8am and 6pm, except on Sundays.

The side access is part of the fire escape route. It should only be used by hirers for dropping off when any part of the building is in use.

This side access may be used for the purposes of loading and unloading during the hire period of the auditorium or studio. Should day time access be required at other times, then a request should be made at least 48 hours prior to the Headgate Manager, and we will endeavour to guarantee offer access.

When a vehicle is parked in the sideway, the owner must remain in the building, or leave keys to allow the vehicle to be moved in an emergency.

Hirers may benefit from reduced rate parking in local Council operated car parks during the period of their hire. Please discuss any requirements with the Headgate Manager /Box Office.

18. PERFORMING RIGHTS

The Hirer is responsible for:

- 18.1. Supplying the Venue with a copy of the script for a proposed production when requested to do so.
- 18.2. Paying any fees for rights of performance of a play or musical.
- 18.3. Supplying a copy of any original play or musical performed to the British Library.
- 18.4. Providing the Venue with a copy of the licence agreement for a production at least 4 weeks in advance of the planned first night.

- 18.5. Confirming as part of the Performance Information Form that there is no breach of performing rights requirements for any concert or music event.
- 18.6. Providing the PRS information required by the Venue for all music and concert events not otherwise covered by a performing licence.
- 18.7. Ensuring that there is no breach of licence by arranging for the recording or video recording of a production. Any proposal to make sound or visual recordings must be discussed with the Venue.

The Venue is responsible for:

- 18.8. Requesting the relevant PRS information from a hirer.
- 18.9. Paying Performing Rights Society for Music and Phonographic Performances where the hirer has submitted the relevant PRS information, and where no other performing licence is required.

19. REFUSAL OF BOOKING

The Hirer is responsible for:

- 19.1. Advising the venue of the purpose of the booking and status of the hirer.
- 19.2. Advising the Venue of any change to the proposed content of the booking.

The Venue reserves the right to refuse a booking without notice or to cancel this hiring agreement at any time either before or during the term of the agreement upon giving 7 days' notice in writing to the Hirer.

The Hirer shall be entitled, upon such notice, to reimbursement of such monies including the deposit or a proportion of the same as have been paid by the Hirer to the Venue but the Venue shall not be liable to make any further payment to the Hirer.

20. CANCELLATION OF BOOKINGS

Cancellation by the Hirer:

Once a booking has been made and confirmed, then the Venue reserves the right to raise an administrative charge associated with the cancellation, to be at the discretion of the Venue. This will be proportionate to the reason for cancellation, the administrative time incurred and any possible loss by the Venue. A minimum of 5 working days is required for the cancellation of a booking after which no refund of any deposit paid is returnable.

Cancellation by the Venue:

The Venue reserves the right to cancel, vary or amend the booking if necessary upon reasonable notice.

21. SAFEGUARDING CHILDREN

The Venue has a robust Safeguarding Policy which covers the activities of TAAT. It can be found here:-

[2022-SAFEGUARDING-POLICY-6-January-2022-final.pdf \(headgatetheatre.co.uk\)](https://headgatetheatre.co.uk/2022-SAFEGUARDING-POLICY-6-January-2022-final.pdf)

To meet insurance and due diligence requirements, the venue requires hirers bringing children under the age of 18 onto the premises to share their safeguarding policy and procedural arrangements before confirmation of a booking is issued.

The information provided must cover the following:

- 21.1. How young people will arrive and leave the premises and what has been communicated to parents regarding this.
- 21.2. How the hired space will be used to meet the needs of the activity, including arrangements for changing and use of the toilets.
- 21.3. Details of the number of adults that will supervise the children at the Venue and confirmation that they hold chaperone licences or have DBS clearance.

The Venue will not accept any responsibility for the supervision of children and cannot provide waiting spaces for significant numbers of parents.

Where the Venue is to be used for activities for children, the Nominated Safeguarding lead will be notified at the time of booking and will discuss the need for any additional risk assessment with the hirer.

Where a child/children will be involved in public performance, then it is the responsibility of the hirer to establish their position under the Children in Entertainment regulations with Essex County Council. Any performance licence issued by the County Council for the production must be supplied to the theatre for public display.

Original Schedule issued January 2014

Amended:

1. March 2016
2. January 2017
3. October 2017
4. September 2018
5. May 2021 – DPK
6. September 2021 – KLW & DPK
7. July 2022