

The Gala Theatre – Terms & Conditions

Amended: 01 April 2009

1. DEFINITIONS & INTERPRETATIONS

1.1 In this contract, save where the context otherwise requires, the following expressions shall have the meaning hereby assigned to them:

“the Contract” - shall mean the contract made between the Council and the Visiting Company including all contract documentation

“the Contract Documentation” - shall mean the contract and the additional documents referred to herein

“the Council” - shall mean the Council of the County of Durham, who operate and own the Gala Theatre

“the Visiting Company” - shall mean the company named in the contract

“the Production” – shall mean the performance or other use of The Gala Theatre specified in the Contract

“the Production Period” - shall mean the period identified in the contract

“the Gala Theatre” - shall mean all areas of the building where the event is to take place, including all backstage and front of house areas

“PRS” - shall mean Performing Rights Society Limited whose registered office is at 29/33 Berner’s Street, London, W1P 4AA

“Gross Ticket Receipts” - the gross amount of all receipts in respect of the sale of tickets including: the full amount of any payment made by credit card before any deductions of commission; and the full face value of any tickets sold through the Visiting Company before any deduction of commission; and inclusive of the VAT payable on such tickets.

1.2 A reference to an Act of Parliament or any Order, Regulation, Statutory Instrument, British Standard or Code of Practice, or the like, shall include any amendments to or re-enactment of the same.

1.3 The masculine includes the feminine, and the indefinite article and the singular includes the plural and vice versa.

1.4 Clause headings and notes are for ease of reference only and shall not affect the construction of the Contract.

1.5 Except as otherwise expressly provided, the Contract documents are to be taken as mutually explanatory of one another. In the event of any inconsistency between the Contract and any provision in any other Contract documentation, the Contract shall prevail.

1.6 The parties may from time to time upon giving reasonable written notice thereof require reasonable changes to the Contract and the method of delivery provided that any amendment or variation to this agreement shall be in writing and by consent of all parties.

2. BOOKING & PAYMENT TERMS

2.1 The Council reserves the right to use the Gala Theatre for other events during the engagement at times other than those agreed in the Contract. Facilities may be given for necessary rehearsals, for which the Visiting Company must first obtain consent from the Council.

2.2 The Visiting Company agrees to the financial deal as outlined in the Contract, and the items detailed in the Contra Account (SCHEDULE 1), and shall pay the Council any fee owed as set out in the Contract, or any fee owed for additional services or facilities agreed. The Council will notify the Visiting Company of any amount due, and the Visiting Company shall pay such amount on demand, taking into account any advances or payments previously agreed under the Contra Account. In the event of failure to agree on the Contra Account within twenty-eight days from the end of the engagement the Council shall forthwith pay to the Visiting Company the sum not in dispute.

2.3 The Visiting Company shall pay Value Added Tax (VAT) where applicable on all sums due to be paid. Any sum due to the Council under the Contract which remains unpaid for more than seven days after its due date will bear interest at the rate of 2% above the base rate of the Co-Operative Bank per month compounded monthly from the due date for payment until the date of payment whether before or after judgement. The Council shall be entitled to retain all Box Office or other monies relating to the Production which may be in its keeping whether by way of advance booking or otherwise until twenty-eight days after the date of the Production and thereafter until the Visiting Company has paid to the Council all sums payable under this Contract or which may be due to the Council under any other agreement or otherwise and the Council for itself shall be entitled to offset any sums so retained against any sums so payable.

2.4 The Council shall withhold from any sums payable to the Visiting Company such sum as the Council reasonably believes it is obliged to pay to the Inland Revenue pursuant to the provisions of Sections 555 to 558 Income and Corporation Taxes Act 1988 in respect of the Production.

2.5 Any commission rate included as part of the financial agreement will be charged on the Net ticket receipts in respect of all tickets for the Production sold by the Box Office or by ticket agents acting for The Council.

2.6 For Hires, a deposit of 10% is required 8 weeks prior to the show date, the balance being payable at the time of the hire. If, for any reason the Visiting Company needs to cancel the Hire, the charges are as follows: up to 8 weeks prior to event = 10%; from 8-4 weeks prior to event = 50%; less than 4 weeks prior to event = 90%. The deposit shall in no circumstances be returned following cancellation by the Visiting Company.

3. VISITING COMPANY'S RESPONSIBILITIES

- 3.1 The Visiting Company warrants to the Council that all the information which it will supply to The Council in relation to the Production is and will be true and accurate.
- 3.2 The Visiting Company warrants and undertakes to the Council that the right to perform the Production publicly will be vested in the Visiting Company throughout the engagement and that the Visiting Company shall not use the Gala Theatre other than for the Production as specified in the contract.
- 3.3 The Visiting Company agrees not to allow the Production or any principal artist to perform in any medium within 25 miles of Durham within twelve weeks prior to the engagement, during the engagement or for twelve weeks after the termination of the engagement.
- 3.4 The Visiting Company shall use the Gala Theatre for the purpose first laid out in the contract and shall indemnify the Council against any sums of money which the Council may have to pay by reason of any infringement of copyright occurring during the Production Period.
- 3.5 The Visiting Company acknowledges that the consent of the licensing authority is required for the giving of performances which are: commonly known as pop concerts; or likely to present special risks; or specially presented for children; or ice-skating to music. The Council will use its reasonable endeavours to obtain such consent and the Visiting Company acknowledges that the Council shall be under no liability for any direct or indirect or consequential loss or damage arising out of such refusal or conditions. The Visiting Company shall keep the Council indemnified from and against all claims costs charges actions or proceedings sustained by or brought against the Council arising from the grant of any licence including any claims costs charges actions or proceedings arising from any non-compliance on the part of the Visiting Company with the provisions of this licence.
- 3.6 The Visiting Company warrants and undertakes to the Council that the Production including any music recorded and performed will not infringe the copyright of or (to the best of the Visiting Company's knowledge or belief) be defamatory of any person or company.
- 3.7 The Visiting Company warrants and undertakes to the Council that the production and the method of presentation and performance at the Theatre shall not be obscene or likely to incite racial hatred or promote a breach of the peace and shall contain nothing which is likely to result in any Court of Law ordering the withdrawal of the production or in the restriction of further performances by virtue of the provisions of the Theatres Act 1968 or otherwise. The Visiting Company agrees to indemnify the Council in respect of any costs fees royalties or any other payment it may be called upon to pay as a result of any claim against the Council arising from a breach of the warranties contained in this clause.
- 3.8 The Visiting Company shall provide at their own expense, a full and efficient company capable of presenting the Production. In the case of a non-appearance by any member of the Visiting Company, they shall provide a suitable and efficient understudy to the satisfaction of the Council and the sum payable to the Visiting Company shall be decreased by the difference in remuneration of such member and such understudy. All additional costs incurred by the Council as a result of a cast change will be borne by the Visiting Company. Furthermore, if any named artist shall be unable or fail to perform, the Council, instead of calling upon the Visiting Company to provide a deputy as aforesaid shall be entitled to terminate this Contract, and the Visiting Company shall have no claim on the Council for remuneration expenses, costs or otherwise consequent upon termination of this contact under this Clause.
- 3.9 The Visiting Company shall deliver to the Council for approval full details of the Production and the identity of all the participants engaged therein and the residence of such participants for taxation purposes at the date of the Production together with forms FEU4 in respect of all non-resident participants. If any of the participants are under 18 years of age, the Visiting Company shall deliver to the Council details of the age of each such participant, together with copies of any local authority licence in respect of each such participant. The Visiting Company shall ensure that all statutory requirements in respect of the participation of children in any Production are strictly complied with. Chaperones must be provided for performances featuring participants under the age of 18, in the ratio of one chaperone to every ten under-age performers. The Council has a written Policy for the Protection of Children, Young People and Vulnerable Adults, which is available on request.
- 3.10 The Visiting Company shall provide in first class condition all suitable properties, costumes, scenery, furniture, special effects, band parts and instruments and shall provide storage for the same at their own expense, if no space is available in the Gala Theatre. No facilities for the storage of the Visiting Company's sets, properties, costumes etc, are available at the Gala Theatre except during the period of the engagement. The Council has the right to dispose of, and charge for the disposal of, property belonging to the visiting company, remaining on the premises uncollected after seven days.
- 3.11 The Visiting Company shall obtain in respect of the Production all necessary licences or permissions (and indemnify the Council against any actions, claims and demands arising there from) and pay all copyright Royalties, or other fees in respect of thereof. The Visiting Company should complete and return a relevant PRS programme declaration, and provide to the Administration Department at the Gala Theatre, in writing, prior to the engagement, details of all live music to be performed before and during the production and pay all copyright royalties, including any Phonographic Performance Licence required, or other fees in respect of thereof other than fees payable by the Council under PRS Tariff T for overtures, entr'acte and incidental music. The Visiting Company hereby further authorises the Council to deduct from the share of receipts due to the Visiting Company the cost of all levies charged to the Council by the Performing Rights Society in respect of the Production other than those under Tariff T for overture, entr'acte and incidental music, or by any other person, firm or company in respect of the production.
- 3.12 The Visiting Company shall provide on demand, at least four weeks prior to the commencement of the engagement: a copy of the actual script to be performed together with stage and lighting plans (including colour call) and placement of sound equipment, approximate weights of any scenery and lighting to be flown, any properties, scenery or effects which may require special permission from fire, police, Health & Safety, environmental, licensing or local authorities, any touring electrical equipment (e.g. desk and dimmers) requiring connecting to the Theatre's power supply, the number of trucks which will be used to transport the scenery and lighting for the production to the theatre, and any Technical staff requirements, including times or calls for Get In, Rehearsals, Performances, Setbacks, Overnight work, Get Out etc.

- 3.13 The Visiting Company shall arrange an interval or intervals in each performance as desired by the Gala Theatre's Management, and failure to do so will result in the Visiting Company paying a penalty of £500.00 per performance.
- 3.14 The Visiting Company shall provide on demand, where a guaranteed payment is agreed, a detailed breakdown of the sum guaranteed in the contract, and any royalties which are payable.
- 3.15 The Visiting Company shall at all times comply with any Employment or Health and Safety Acts, Fire Regulations, Orders, Regulations, Codes of Guidance or Circulars relevant to the rights, health and safety of employees and other persons. The Visiting Company shall notify the Council immediately upon any dangerous occurrence or notifiable accident as defined by the Health and Safety at Work Act 1974. The Visiting Company shall indemnify the Council against any loss, monetary penalty or fine incurred by the Council by reason of any breach by the Visiting Company in respect of any regulations, orders, directions or licences made under any statutory or by-law requirement including without limitation the Health and Safety at Work Act 1974, the Licensing Act 1964, the Local Government (Miscellaneous Provisions) Act 1982 and the Fire Precautions Act 1971.
- 3.16 The Visiting Company shall be responsible for the safety and welfare of any person present in the Gala Theatre during the Production Period (other than employees of the Council on duty at the time) by controlling admission; carrying out suitable background checks on adults working with children (i.e. with the Criminal Records Bureau); checking that exits are not obstructed in the event of an emergency; and general supervision of the conduct of persons in the Gala Theatre. No member of the Visiting Company must use the stage area, or any item of equipment, without the permission of a Technician and without a Technician present.
- 3.17 All equipment and procedures within the technical areas of the Gala Theatre have associated written Risk Assessments, to which the Visiting Company must adhere. There may be additional Risk Assessments or Health and Safety checks which individual events require. The Visiting Company must co-operate to ensure these are in place. Any accident which happens on the premises of the Gala Theatre, no matter how small, must be recorded in the accident book kept at Stage Door.
- 3.18 The Visiting Company shall ensure that all property of the Council shall be used properly and immediately inform a member of staff of the Council of any disrepair or defect for which the Council is responsible. The Visiting Company shall make good any loss or damage to such property and indemnify the Council against any loss or damage suffered.
- 3.19 The Visiting Company must leave the Gala Theatre on termination of the Production Period in as good a condition as it was at the commencement of the Production Period. The Visiting Company will ensure that there is no driving or fixing of nails, screws or bolts into the floors or walls or other part of the Gala Theatre; no alteration to the condition of the Gala Theatre; no hanging of any items from any part of the internal finishes nor any alterations in the electric, gas or other fittings, seats, tables, platforms, or otherwise without the express written consent of the Council. Any alteration must be made good prior to the end of the Production Period so that the Gala Theatre is returned to the Council in no worse a condition than that prior to the Production Period. In the event of the Visiting Company causing any damage whatsoever, they shall make good the damage or shall pay the cost of the repairs as determined by the Council within seven days.
- 3.20 If the Visiting Company wishes to bring into the Gala Theatre sound equipment, radio or other recording equipment, television or video cameras, additional lighting equipment or any other equipment, fittings, decorations, furnishings or articles other than personal belongings in connection with the Production it shall ensure that all requirements and instructions of the Technical Manager or his deputy are complied with regard to the installation, operation or removal of the Visiting Company's equipment.
- 3.21 The Visiting Company shall ensure that the Electricity at Work Act 1989 is observed and that all items of electrical equipment brought onto the Council's premises from outside agencies have a current test certificate. The Visiting Company shall not use any electrical equipment which does not have a valid test certificate. Copies of test certificates for each item of electrical equipment must be forwarded to the Technical Manager at the Gala Theatre prior to the Production Period.
- 3.22 The Visiting Company will ensure that any electrical equipment brought into the Gala Theatre for the Production shall comply strictly with the regulations for the electrical equipment of buildings then current, as published by the Institute of Electrical Engineers and with any additional requirements of the Council. All such equipment (and the installation, removal and maintenance thereof) shall be the responsibility of the Visiting Company who shall ensure that it shall at all time be under the supervision of a qualified Electrical Engineer. Lighting control equipment, sound control equipment, loud speaker cabinets and cables shall not be located in the auditorium or any other parts of the Gala Theatre accessible to the general public, at any time during which the public have access thereto but at all times shall be located in those areas provided by the Council for such purpose.
- 3.23 If the use of lasers is planned for the production, the Visiting Company should arrange all relevant information, including a PM19 Form to be sent to the Technical Manager at the Gala Theatre not less than 28 days prior to the first performance. The use of such lasers will only be permitted on the approval of the Local Authorities and if any independent specialist is required to inspect the laser, such costs would be the responsibility of the Visiting Company. Failure to comply with these regulations will result in refusal of use of such laser.
- 3.24 The Visiting Company is responsible for ensuring that no firearms, explosives, chemicals or other materials likely to cause concussion, fumes or damage in or to the Gala Theatre, or to the fixtures, fittings or windows therein, will be used. Any such item used on an outside venue (including, for the avoidance of doubt, fireworks) must receive the consent of the Gala Theatre not less than 14 days prior to the event.

- 3.25 The Visiting Company shall fireproof adequately and to the satisfaction of the Gala Theatre's Management and the Council all scenery, curtains and properties used in connection with the Production and not block or permit to be blocked any exit or place any obstructions in any way of any access to the exits or remove or tamper with any fire appliance and not permit the use of naked lights in any part of the Gala Theatre.
- 3.26 The Visiting Company shall keep the Council indemnified against any loss or damage to the Gala Theatre caused by any act or omission of the Visiting Company or sub-contractor, provided that the Visiting Company shall not be liable for loss or damage arising from the negligence of the Council its employee or agent. The Visiting Company shall indemnify the Council against all reasonable costs charges and expenses in respect of any making good of the Gala Theatre or such property carried out by the Council and against any loss of revenue or any other loss suffered by the Council occasioned by such loss or damage. The Visiting Company shall not do nor permit anything contrary to the terms of any insurance policies effected on the Gala Theatre and its contents by the Council.
- 3.27 The Visiting Company shall be responsible for liaising with local police and making directly with them any arrangements as to the parking of any vehicles belonging to the Visiting Company for any period in order to unload equipment or for any other reason relating to the Production.
- 3.28 The Visiting Company shall not permit any performer to perform any act of nuisance within or outside the Gala Theatre, including without limitation, the causing of any noise nuisance.
- 3.29 The Visiting Company shall not make nor permit any collection or any raffle, auction or other fund raising event to be held in the Gala Theatre without obtaining the prior written consent of the Council.
- 3.30 The Council has adopted a policy of a total ban on smoking on all of their land and premises. The Visiting Company shall be responsible for ensuring that this ban is strictly enforced. The only occasion when smoking is permitted, is on stage as an integral part of the action. Prior notification of this is required, which is subject to the consent of the Local Fire Authority.
- 3.31 The Visiting Company shall be responsible for ensuring that an adequate policy of insurance is in force in respect of public liability during the Production Period and any other such insurance as may from time to time be necessary. The Visiting Company shall ensure that the value of the insurance shall be not less than £1,000,000 (one million pounds).

4. THE COUNCIL'S RESPONSIBILITIES

- 4.1 The Council shall provide the Gala Theatre, together with all technical equipment and stock scenery as normally installed, all dressing room facilities with all heating and lighting as normally available; plus marketing and press support (where agreed).
- 4.2 The Council shall provide and pay for administrative, front of house and cleaning staff as required for proper efficient running of the Gala Theatre (save unavoidable absence, which may be caused by illness, strike, lock-out, dispute or force majeure).
- 4.3 The Council shall provide and pay for a maximum of ONE stage staff, ONE lighting staff and ONE sound staff for the running of the Get In and each performance during the production. These staff will work within the limits specified in SCHEDULE 2.
- 4.4 The Council shall obtain in respect of the Theatre all the necessary licences or permissions but it is confirmed, for the sake of clarity, that the Visiting Company shall retain responsibility for obtaining the licences specified at clauses 3.9 and 3.11.
- 4.5 The Council shall receive and bank the Box Office receipts and provide the Visiting Company on demand with true accounts thereof.
- 4.6 The Council shall be responsible for ensuring that any information reasonably requested by the Visiting Company regarding the particulars of the Gala Theatre are provided as quickly as is reasonably possible.
- 4.7 For the avoidance of doubt, the Council shall be entitled to publish and/or release any and all terms or conditions of this Contract and/or the contents of any documents and/or information relating to the formation of this Contract under the provisions of the Freedom of Information Act 2000 and/or Data Protection Act 1998 as it sees fit and nothing contained in this Contract shall prevent the Council from disclosing and/or publishing under the provisions of the Data Protection Act 1998 and/or Freedom of Information Act 2000 any term or condition or information contained in or relating to the formation of this Contract.

5. MUTUAL RESPONSIBILITIES

- 5.1 The Council and the Visiting Company shall respectively effect and maintain adequate insurance policies to cover all requisite Statutory and other Legal Liability.
- 5.2 The Council and the Visiting Company shall not do, or suffer to be done, in or about the premises anything whereby any policy of insurance effected by the other may be invalidated or which may cause any increased premium to become payable for such insurance, but shall at all times use all proper precautions to prevent loss, or damage or harm by fire or accident.

- 5.3 The Council shall be responsible for such cover against all risks in respect of their property, and that for which they are responsible, their employees, and members of the public provided that the Council shall not be responsible for loss or theft of or damage to the property belonging to the Visiting Company or employees of the Visiting Company.
- 5.4 In any case not attributable to negligence on the part of the Council, the Visiting Company shall 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 that of his employees arising out of their use and occupancy of the Gala Theatre.
- 5.5 The Council and the Visiting Company shall ensure that they, and all their employees and agents, observe, carry out and abide by all conditions and regulations imposed by the Council or by Statute or, any competent authority with reference to, or in connection with, the Gala Theatre or any performance therein; and in particular to observe all fire and safety regulations.
- 5.6 Throughout the Production Period, the Council may monitor and inspect the Gala Theatre. The Visiting Company shall allow the Council access to the Gala Theatre at any reasonable time to carry out such checks as the Council deem necessary for the purpose of monitoring the Contract. The Visiting Company shall permit the staff of the Council to visit at all times all parts of the theatre during the Production Period and forthwith comply with any requirement or direction made or given by the Council.

6. CONTROL AND PROTECTION

- 6.1 The Council reserves the right to superintend and control the Gala Theatre for the protection, accommodation and convenience of the public and for the fulfilment of all obligations, terms and conditions of any and all licences relating to the Gala Theatre.
- 6.2 The Council reserves the right to object, in order to protect itself under the Theatre Act, to any song, speech, dialogue, business, costume or gesture and the same shall be withdrawn or altered as the Council may direct.
- 6.3 The Visiting Company agrees that no member of their Company shall personally address the audience, interfere in any manner with other artistes or employees or go into the front of house, without permission from the Management of the Gala Theatre.
- 6.4 The Council shall be exclusively entitled to the income from the exercise of all front of house privileges, including revenue from the sale of its own souvenir articles and revenues from bars, restaurant, café and other catering facilities.
- 6.5 The Council reserves the right under the Withholding Tax Legislation to withhold tax on productions, which include payments made to non-resident entertainers and sportsmen.

7. PERMISSIONS & RESPONSIBILITIES

- 7.1 No animals, fish or birds shall be brought into the Gala Theatre without consent of the Council. If animals, fish or birds are used during the production they are to be brought into the theatre for the Production Period only.
- 7.2 There should be no recording, photography or filming by any member of the Visiting Company or audience of the production or any part thereof without prior written consent of the Council. If any consent is given, the Visiting Company shall comply in all respects with the Council's requirements and costs. Where any audio or visual recording is made of any Production in the premises the Visiting Company shall ensure that all necessary performers' consents to such recording are obtained, and shall provide to the Council two complete copies of any such recording.
- 7.3 No person is allowed to enter the Theatre in a state of intoxication.
- 7.4 The Council shall have an absolute discretion to permit the sale or offering for sale of any merchandise provided by the Visiting Company or his agents and in the event of permission being granted for the sale of such merchandise then the Council shall have sole conduct of such sales. The proceeds from such sales shall normally be paid to the Visiting Company save the percentage of the sale price (less VAT) shown in the Contract, which shall be retained by the Council. The Visiting Company shall indemnify the Council and its permitted licensees against any claims, damages, costs and expenses of whatever kind and nature arising from any merchandise offered for sale.
- 7.5 The Council shall not be responsible for any loss damage or injury of whatsoever kind and howsoever arising which may be incurred by or be done or happen to the Visiting Company or to any person visiting or attending the Gala Theatre or working therein during the Production Period or otherwise pursuant to or in connection with this agreement provided that nothing in this Clause shall exclude or restrict any liability of the Council for death or personal injury resulting solely from the negligence of the Council or its servants or agents. The Council shall in no event be responsible for any indirect or consequential damage whatsoever arising from any breach of this Contract by the Visiting Company.
- 7.6 The Council cannot accept any responsibility for loss, damage or theft of any property belonging to the Visiting Company or to a third party whilst it is in the Gala Theatre. The Visiting Company or their guests leaving property unattended and/or overnight do so entirely at their own risk. The Council shall immediately be advised of any incident which takes place during the Production Period, and in the event that no Council staff are available, the Visiting Company shall record all the details of the incident in the incident book provided.

8. MARKETING AND PUBLICITY

- 8.1 Prices of admission are fixed at the rates shown on the Contract.
- 8.2 Unless otherwise agreed and noted in the Contract, the Visiting Company shall provide by the date specified, posters and leaflets to agreed sizes and in the agreed quantities, all properly headed and dated with the theatre's logo and wording as specified by the Marketing Department at the Gala Theatre, and at the same time provide photographs, biographies and publicity material, of which effective use shall be made.
- 8.3 The Visiting Company may be required to pay towards the cost of preliminary and current newspaper advertising, local radio and television advertising, brochure print and distribution and such other local publicity commitments. If required, this sum will be specified in the Contract.
- 8.4 The management and staff at the Gala Theatre will endeavour to make your event a success. However, the Council does not accept responsibility for the success or otherwise of the event. If you wish to take advantage of the Marketing Department at the Gala Theatre, please contact the Marketing Manager at the Gala Theatre to discuss details. This should be arranged with as much advance notice as is practically possible. All marketing provided by the staff at the Gala Theatre is to be mutually agreed, and is not a contractual obligation. All inclusions in the Gala Theatre events brochure will be at the discretion of the Marketing Manager. To assist you, a document entitled Marketing Your Event is available on request.
- 8.5 The Visiting Company agrees to use their best efforts to secure the participation of named and other contracted artists in such press, radio or television interviews, photo calls or publicity appearances as the Council may reasonably arrange. In the event that the Visiting Company is unable to secure the participation of named artists in press calls reasonably arranged, the Contra Account will be increased by an amount to be mutually agreed.
- 8.6 The Council shall have the right to prevent or direct the form and content of any advertising or publicity issued by or at the direction of the Visiting Company which mentions the Gala Theatre. The Visiting Company shall submit proofs or samples of any poster, advertisement, programme or other literature or merchandise relating to the Production or incorporating the name The Gala Theatre and logo to the Gala Theatre for their approval not less than four weeks before the date of the Production and shall not issue, publish, produce or offer for sale any of the same unless such approval shall have been granted.
- 8.7 The Council is able to provide the Visiting Company with copies of press cuttings related to the Production. A fee of £100.00 will be charged for this service, if required.
- 8.8 The Council reserves the right to offer up to 20 complimentary seats per week to the press.

9. TICKETING

- 9.1 The Council will provide a computerised Box Office service at the Gala Theatre to sell the tickets on the Visiting Company's behalf, and no other tickets will be valid. Tickets will only be put on sale once a signed contract is received, and must not be offered for sale through any channel, or publicised for sale, until agreement has been reached. It is not possible for any tickets to be issued unless they are paid for in full.
- 9.2 The Gala Theatre has a policy for the pricing of tickets, that Stalls and Circle seats are set at the same price. When concession prices are available, Friends of Gala are entitled to the same concession.
- 9.3 The Council has the right to take all tickets at the entrance to the theatre and to refuse admission to any person if the Gala Theatre management for any reason considers this desirable.
- 9.4 It is Council policy that carers accompanying wheelchair users visit the Gala Theatre free of charge. There are a limited number of these spaces available.

10. GENERAL PROVISIONS

- 10.1 If there shall be some supervening event which shall render this contract incapable of being performed in the manner reasonably contemplated by the parties then this Contract shall be suspended for as long as such incapacity shall continue or for the duration of the engagement hereunder (whichever period shall be shorter) and any payments due shall be apportioned by mutual agreement. In the event of failure by the Visiting Company to fulfil the obligations on their part herein contained, the Council will use their best endeavours to minimise the loss, but subject thereto the Visiting Company will remain liable to Council for all payments, costs and outlays hereby contracted for, in which event payments due to or by the Visiting Company in terms hereof will be reasonably adjusted in respect of the particular circumstances.
- 10.2 If, for any reason the Gala Theatre should not be available to the Visiting Company, the Council will endeavour to provide an alternate Venue but reserves the right to cancel the use of the venue to the Visiting Company for the Production Period at any time. In no circumstance shall the Council be liable for any direct, indirect or consequential loss or damage arising from the termination of the Contract.
- 10.3 Neither party shall be entitled to or claim damages for delay in delivery or non-performance caused by an Act of God, act of Government or another authority, fire, flood, explosion, power failure, industrial action or any other cause.

- 10.4 Any notice which the Council may desire or be required to give the Visiting Company hereunder shall be deemed to be duly given if sent by first-class pre-paid post or facsimile to the Visiting Company at its address appearing in the Contract or left for the Visiting Company at the Gala Theatre during this engagement and any notice which the Visiting Company may desire or be required to give the Council hereunder shall be deemed to have reached the party for whom it was intended at the time when in the ordinary course of registered post it should have been delivered and in proving service by post it shall be sufficient to prove that the notice was addressed in the prescribed manner and posted. Any notice given or served in accordance with the terms of this Clause shall be deemed to have been served at the time of delivery or despatch if served personally or by facsimile equipment and if served by post forty-eight hours after the date the posting thereof.
- 10.5 The Visiting Company shall not assign or under-let this contract or its benefits, nor shall any person or company be substituted to carry out the obligations hereby undertaken by the Visiting Company without the consent in writing of the Council. In the event of the Council letting, transferring or otherwise disposing of the Gala Theatre, it shall have the right of transferring this Agreement to its successor, or of cancelling the same on given three months notice to the Visiting Company.
- 10.6 The Visiting Company is not and shall in no circumstances hold themselves out as being the servant or agent of the Council; and is not and shall in no circumstances hold themselves out as being authorised to enter into any agreement on behalf of the Council or in any way to bind the Council to the performance, variation, release or discharge of any obligation.
- 10.7 The Schedules attached to these Terms & Conditions shall be read as though they were part of the Contract and the Contract Documentation shall form the entire agreement between the parties.
- 10.8 Nothing herein contained shall be deemed to constitute a partnership between parties or constitute or be deemed to constitute the Council or the Visiting Company as agent of the other for any purpose whatsoever.
- 10.9 This contract is personal to the Visiting Company and they shall not assign or charge any of its rights or obligations hereunder without consent in writing of the Council. This Agreement shall be binding on and shall ensure for the benefit of each party's successors and assigns.

11. SPECIAL PROVISIONS

- 11.1 The Contract shall be null and void in event of the Gala Theatre being closed due to any public disaster, riot, civil disorder, Royal demise, epidemic, fire, Act of God or any other accident or in the event of the Gala Theatre not being available for theatrical performances due to the withdrawal or suspension of any licence or by reason of any alteration or other work required to be done by the Licensing or other Authority or by reason of any strike or lock-out of any workman, musicians, artistes or staff which interferes with the working of the Gala Theatre or on account of any cause outside the control of the Gala Theatre and no remuneration or other sum shall be payable to the Visiting Company in respect of any period during which the Gala Theatre shall be closed.
- 11.2 The Council reserves the right at any time by notice in writing served on the Visiting Company to terminate this contract forthwith if the Visiting Company shall commit a material breach of any of terms or conditions of the Contract, shall be unable to pay his debts as they fall due or being a company in liquidation or being an individual or partnership he or any partner shall commit an act of bankruptcy or enter into composition with his creditors or suffer any distress or execution to be levied on its or his goods; or permits a breach of the Public Entertainment Licence or Liquor Licence in respect of the Gala Theatre. Any such termination shall be without prejudice to any claim by the Council for damages arising from breach of this Contract.
- 11.3 In the event of the Council letting, transferring or otherwise disposing of the Gala Theatre, it may either transfer this agreement to its successor or cancel it by giving not less than three months notice to the Visiting Company and in either case shall have no further liability to the Visiting Company.
- 11.4 The Council shall be entitled to terminate the agreement and recover from the Visiting Company the amount of any loss resulting from the termination if the Visiting Company shall have offered or given or agreed to give any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the contract with the Council or any other contract with the Council for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Council, or if the like acts shall have been done by any person employed by him or acting on his behalf (whether with or without the knowledge of the Visiting Company) or if in relation to any contract with the Council the Visiting Company or any person employed by them or acting on their behalf shall have committed an offence under the Prevention of Corruption Acts 1889 to 1916, or shall have given any fee or rewards the receipt of which is an offence under section 117 of the Local Government Act 1972.
- 11.5 On termination of the Contract all the sums payable shall thereupon become immediately due and payable to the Council; and the Visiting Company shall pay to the Council the further sum by way of liquidated damages in respect of loss of Box Office and other sales in connection with the Production a sum representing 12% of the face value (inclusive of VAT) of all tickets refunded by or through the Council in respect of the Production.
- 11.6 Waiver of any part of this agreement by either party shall not be deemed or construed to be a waiver of future performance or imply acceptance of any future breach.
- 11.7 This Agreement represents the entire agreement between the parties. Each party warrants to the other that it has not relied upon any representation not recorded here which has induced it to enter into this Agreement.

11.8 In the event that any of these terms and conditions or any part of any term or condition is judged illegal or unenforceable for any reason the continuation in force of the remainder of these terms and conditions will not be prejudiced.

11.9 This Agreement shall not create any rights that shall be enforceable by anyone other than the parties to this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

12. DISPUTES

12.1 The Contract and related Terms & Conditions shall be governed by and constructed in accordance with English Law and parties hereto agree to submit to the exclusive jurisdiction of the English Courts.

12.2 Any dispute or difference between the parties in connection with this Contract shall be referred to and determined by a sole arbiter to be appointed by agreement between the parties or in default of agreement by the President for the time being of the Chartered Institute of Arbitrators.

SCHEDULE 1 – CONTRA ACCOUNT

The Council will deduct from the sum due to the Visiting Company the following amounts:

- a. Any advance payments made to the Visiting Company during or prior to the engagement.
- b. Any contribution from the Visiting Company to promotional activities as shown in the Contract.
- c. The cost of dressers.
- d. The cost of any additional technical staff as required and detailed in the Contract.
- e. The cost of all items of technical equipment or special effects specifically hired by the Council at the request of the Visiting Company.
- f. The staff costs for the Get Out period. This will be incurred on larger productions, with substantial sets; and will be charged at defined Theatre Management Association (TMA) rates.
- g. The cost of the hire and tuning of any piano required for the Production.
- h. The cost of all telephone calls, faxes, stationery and photocopying made or used by the Visiting Company from or at the Gala Theatre.
- i. The costs incurred for additional use of the Gala Theatre for any period of use not specified in the Contract.
- j. The cost of all levies charged to the Council by the Performing Rights Society in respect of the Production other than those under Tariff T for overture, entr'acte and incidental music,
- k. The cost of Credit Card commission payable on Box Office receipts for the Production.
- l. The cost of all entertaining in the Gala Theatre by the Visiting Company if not paid prior to the completion of the engagement.
- m. The cost of all seats for the Production used by the Visiting Company and not paid directly to the Gala Theatre's Box Office, over and above the two complimentary seats per performance allowed.
- n. The loss of revenue to the Council caused by the removal or obstruction of seats necessitated by the Production, or by the requirement of the Visiting Company to remove seats to accommodate lighting and sound operating positions other than those designated by the Council.
- o. Any sum payable by the indemnity of the Visiting Company for non-appearance of any member of his company for any reason.

SCHEDULE 2 – STAFFING RESTRICTIONS

- a. All staff calls are for a minimum of FOUR hours. The Gala Theatre's daily hire charge includes EIGHT hours of working time for each of THREE Technicians. By paying the set charge for an additional morning session, the Hirer is entitled to an additional FOUR hours of time for each of THREE Technicians.
- b. Staff for setback, rehearsals and overnight work: all overtime (including Sundays) will be the responsibility of the Visiting Company. All such costs will be paid through the books of the Council by deduction from the Contra Account.
- c. The Visiting Company shall compensate all theatre staff for any meal break infringements at time and a half. The Council will be reimbursed in full by the Visiting Company for payments to staff required during rehearsals whether on a Sunday or a weekday and will also pay for the cost of stage lighting if so used. A break infringement occurs if there is not a consecutive 12 hour break during 24 hours. Hours worked beyond the infringement are payable at double time rate. An extra single rate will be paid on Sunday when work has continued overnight Saturday without being followed by an 12 hour break.