

Towngate Theatre – Terms and Conditions of Hire

Basildon Borough Council have absolute discretion as to the hiring of its facilities and reserve the right to refuse payment or bookings. No professional productions or shows are to be undertaken as hires unless agreed in writing with the theatre manager. Booking requests can be made up to 18 months prior to requested hire dates. Pencilled dates will be confirmed by the Theatre no more than 1 year in advance of the performance or event.

Please note that some peak dates will be held off for the use of The Towngate Theatre Programming Season but may be released at a later date.

Prevent Legislation – Venue Hire

The Prevent Duty (Section 26 of the Counter Terrorism and Security Act 2015) places a number of requirements on Local Authorities to help prevent the risk of people becoming terrorists or supporting terrorism. The Council will undertake checks to each booking and will ask every applicant to ensure they comply with the Prevent Legislation. If the Council feels there is reputational risk to our organisation, we can withdraw from the contract and cancel the booking.

The Hirer will abide by the following conditions:

1. The Hirer acknowledges that Basildon Borough Council has a duty under Section 26 of the Counter Terrorism and Security Act 2015, in the exercise of its functions to have “due regard to the need to prevent people from being drawn into terrorism” (the “Prevent Duty”). The Hirer shall ensure that it uses the Towngate Theatre, in such a way as to satisfy the Prevent Duty.
2. The Hirer must ensure that the venue is not used by any groups or speakers in support of any extremist ideology.

Failure to abide by these conditions will result in the immediate termination of your booking and any other future bookings you have with the Council.

Deposit and Payment of Hire Charges

The deposit amount shall be determined based on the number of days booked and the area hired and are inclusive of VAT, as follows:

AREA	DEPOSIT CHARGE
MAIN HOUSE	£300.00
MIRREN STUDIO	£175.00
UPPER FOYER	£75.00
GIELGUD ROOM	£75.00
OLIVIER SUITE	£75.00
SOLE USE	£450.00

The deposit shall form part payment of the hire charge in the event of a pencilled date being confirmed. The balance of the hire charge must be paid within 30 days of receipt of final invoice.

Deposits are non-refundable once an event has been confirmed. Booking forms and deposits must be returned within 14 days of confirmed bookings being agreed by the Theatre, or the pencil will be released and alternative bookings may be taken in its place.

Cancellation of Booking

Notification of cancellation of a booking must be made in writing to the Theatre Manager, The Towngate Theatre, St Martin's Square, Basildon, Essex, SS14 1DL. Basildon Borough Council reserves the right to **retain deposits paid and recover 50% of total hire fee if cancelled within 6 months of commencement of hire OR 100% of total hire fee if cancelled within 3 months of commencement of hire date**. All cost to refund any bookings (currently at the inside commission rate) plus any other financial costs incurred by the theatre in preparation for your hire will also be recovered from the hirer.

Damage

The hirer is responsible for the preservation of good order during the hire period and for any damage to Basildon Borough Council property during, or as a consequence of, the hiring. Basildon Borough Council may make good any damage and recover any costs from the hirer for such damage at a minimum charge of £40.00. The Council may request a refundable damage deposit be paid in the sum of £500.00 from which the costs of making good any damage to any Council premises or equipment, or the excesses of any insurance claim the Council may have to make as a result of the hire may be funded.

Use of Equipment

All technical equipment including but not limited to sound equipment, followspots, stagelighting and flying systems **must be operated by authorised Towngate Staff**. These staff must be pre-booked using the appropriate section of the booking form where applicable. The Towngate's standard technical specification for each venue is included within the hire cost, however additional equipment such as microphones, projectors, effects are available at additional cost.

The Council shall provide qualified and experienced technical staff to operate the above during hire periods and the hirer shall be liable for any additional costs incurred as a result of employing technical staff. All electronic equipment brought into or being caused by a hirer to be brought into the theatre should have appropriate Pat Test certification. If a certificate is not provided the Towngate will not allow the use of this equipment. If you are hiring equipment from an event or production company please ask them to supply this with your equipment.

Fire Precautions

Hirers should ensure that all materials brought into the theatre are made from suitably fire resistant materials. Hirers should also ensure that all due care and attention should be paid to reducing the risk of fire. The Theatre reserves the right to request copies of certification where applicable.

Health and Safety

The Hirer by signing and confirming on our booking forms agrees that all performers, volunteers, staff, and attendants to events agree to adhere to the Towngate Theatre Health and Safety policy which will be enforced by the Towngate Duty Manager and/or Duty Technician. The Hirer is obliged to provide risk assessments for each principal activity relating to the performance or event upon request from the Towngate Theatre. The Towngate Theatre reserves the right to refuse permission for scenic items, effects, specialist acts or performances, performers or volunteers or any activity should they believe there to be a concern over the health and safety or welfare of anyone within the building.

Building Evacuation

The Hirer shall ensure that all persons under the Hirers control shall be safely evacuated to the designated evacuation assembly under the guidance of the Duty Manager and Duty Technician. No persons will be allowed to re-enter the theatre until the attending fire officer has given their permission for re-entry. The Hirer shall ensure they are familiar with all fire exits routes and that they are kept clear during occupancy.

Stage Door

The Council will provide stage door cover for the period of the hire when access to the back stage area or either of the two auditoria is required. This is included in the hire charge.

Front of House

The Council provide a front of house service including basic ushering and evacuation staff as required and this is included with the hire cost with the exception of a Duty Manager which must be paid for at the hourly rate set out in the hire charges. The Towngate management reserves the right to restrict access to the café/bar from time to time.

Dressing Rooms and Backstage Accommodation

The limits for the total number of persons for each space are as follows:

AREA	PERSONS LIMIT
MAIN HOUSE	90
MIRREN STUDIO	35
SOLE USE	340

Capacity Limits

Each of the additional spaces have the following capacity limits for events and use as supporting spaces. The Towngate management reserve the right to alter and restrict capacities below these maximums at any time.

AREA	FLAT FLOOR	THEATRE STYLE	CABARET / WEDDING	SUPPORT SPACE (DRESSING ROOM ETC.)
MAIN HOUSE	400 / 642 including circles	564	250	N/A
MIRREN STUDIO	250	220	120	180
GIELGUD	100	100	70	100
OLIVIER	80	70	50	60

Should the event or performance require in excess of the maximum totals above then additional space will need to be booked. Please contact us for further details.

Supervision

The Council is unable to accept bookings from persons under the age of 18 years. All hirers are responsible for ensuring that no nuisance is caused to any other user group, the local community or staff by their use of these premises. The hirer shall during the hiring of the Towngate Theatre be responsible for the efficient supervision of their staff, volunteers, performers and other persons at your event, the effective control and orderly and safe admission and departure of persons to the Towngate Theatre, and the safe clearance of the hired premises in case of emergency.

The hirer shall during the hiring of the Towngate Theatre be responsible for the safety of their employees, volunteers, performers and guests in the Towngate Theatre and the preservation of good order and decency therein.

Supervision of Children

It is vital that the ratio of adults to children is adequate to ensure safety. The standard ratios under the Children Act for children under 8 are as follows:

- Under 2 years: 1 adult to 3 children
- Under 3 years: 1 adult to 4 children
- Under 8 years: 1 adult to 8 children

For children over 8 the recommended ratio is 2 adults for up to 20 children and 1 additional adult for every 10 extra children. Where children are performing it is the express duty of the hirer to ensure that all appropriate licences and permissions are in place. The Theatre reserves the right to request a copy of the documentation as proof and to cancel or refuse access should this information not be provided or be invalid.

PLEASE NOTE: For events/performances including young people or children at work, photo/video recording is strictly prohibited under safeguarding and licensing laws. Please take this into consideration.

Box Office

It is compulsory for all ticket sales to go through the Theatre Box Office. This will form part of the terms and conditions of the hire. No guarantee is made of any levels of sales or income to the hirer. The only amount that will be deducted from your ticket income is a commission charge at the prevailing rate on all transactions. Tickets will be on sale via the box office and towngatetheatre.co.uk; Payments for tickets can be made in person or via the telephone at the box office or online using credit or debit cards.

Please Note: The Towngate Theatre will print a maximum of 20 tickets for each performance for the hirer's private use for performances in the Main House and a maximum of 10 tickets in the Mirren Studio. The hirer and authorised representatives are not permitted to re-sell or bulk purchase tickets on behalf of audience members. Should this be discovered the hirer is liable to pay all equivalent booking fee income that would be generated from the normal individual sale of such tickets.

Catering

Staff employed by Basildon Borough Council or its agents will undertake the provision of all catering and refreshments. No other person will be allowed to supply drinks or food at any function or meeting held at the Towngate Theatre without the written authorisation of the Theatre Manager. Hirers are able to bring their own food backstage into the green room but not in the public areas of the building including all foyers. Catering can be arranged by contacting the catering team email via towngatecafe@basildon.gov.uk.

Insurance

Basildon Borough Council provides certain insurance cover in respect of its own buildings, furniture, and fittings. The hirer's attention is drawn to the fact that the insurance so provided does not extend to goods, equipment, or things other than those provided by Basildon Borough Council.

Hirers and Third Parties shall obtain additional Public Liability insurance cover for a minimum of £5 million pounds sterling for all events attended by the public. For more information, please contact the Council's Insurance Department on 01268 533333.

Hirers will be required to provide proof of their current public liability insurance at least 28 days prior to the event, along with that of any Third Party contracted by the hirer, so as to indemnify the Council in case of claim, prior to the dates of the hire. Failure to produce satisfactory proof of public liability insurance will result in the facility being withdrawn from use and the hire terminated.

Towngate Theatre recommend the hirer obtain their own event insurance for the duration of their hire.

Billposting

Hirers are reminded that it is illegal to advertise events held at Basildon Borough Council premises by billposting. For further information, please contact the Towngate management team.

Scale of Charges and Data Protection

The scale of charges for the Towngate Theatre shall be in accordance with the scale of charges laid down by Basildon Borough Council from time to time. Basildon Borough Council reserves the right to vary the scale of charges. This authority is under a duty to protect the public funds it administers, and to this end may use the information you have provided on this form for the prevention and detection of fraud. It may also share this information with other bodies responsible for auditing or administering public funds for these purposes. For further information, see <https://www.basildon.gov.uk/privacy>.

VAT

VAT at the current applicable rate is to be applied to the hire charges.

Priority Booking

Basildon Borough Council reserves the right to use the Towngate Theatre at any time and to take priority over any bookings. The Council will endeavour to find suitable alternative accommodation where appropriate and give a minimum of 28 days' notice of such use.

Care and Treatment of Animals

Any animal which is part of any show display or other events in the Towngate Theatre shall be treated in accordance with the best practices as recommended for the care and treatment of that animal by any ruling or governing body. It shall be the Hirer's responsibility to obtain all and any licences from the appropriate licensing authority applicable to the activity to be carried on at the Hired Premises. Permission to bring an animal into the Theatre by a hirer must be granted by the Theatre Manager in advance.

Consumption of Alcohol

The consumption of alcohol, other than that purchased from the licenced bar is strictly forbidden. Should any performer, backstage volunteer, or hirer be suspected of being under the influence of alcohol or intoxicating substances the Towngate reserves the right to refuse access and/or request the removal of that person.

Complaints from Persons Attending Hire Events

In the event of a complaint being received from a person attending a hire, the Towngate management will give its best endeavour to resolving the complaint. The management of the Towngate Theatre however reserves the right to pass the contact details of the hirer to third parties, in the event of the management not being able to satisfactorily resolve the complaint.

PRS for Music Royalties

The Towngate Theatre collect the appropriate license information and royalties on behalf of PRS and pass it on to them as part of our returns. PRS is calculated as follows: **Main Auditorium costs £100.00 per show** and the **Mirren Studio costs £50.00 per show INCLUSIVE VAT**. These figures are subject to change through PRS. Please be aware that all PRS fees will be added to your final invoice.

MERCHANDISE

The Resident Manager shall have an absolute discretion to permit the sale or offering for sale of any merchandise (with the exception of show related programmes), this includes photographic sales, provided by the Visiting Manager or its agents. All proceeds shall belong to and be paid to the Visiting Manager subject to the Resident Manager being entitled to a licence/selling fee calculated as follows:

15% of the sale price if the Visiting Managers or Third Party staff undertake the selling of merchandise plus VAT at applicable rate

20% of the sale price (of a fee of £75 whichever is the greater) if the Resident Managers staff undertake the selling of merchandise plus VAT as applicable.

The Visiting Manager will be responsible for the quality and safety of all merchandise offered for sale. The Visiting Manager shall be responsible for any and all arrangements with its agents and/or third parties.