

THEATRE ROYAL

Washington Street
Workington

VENUE AGREEMENT



Venue Agreement and Booking

Document

2024 Version



Workington Playgoers Limited

Company No. 7099665

Charity No. 1138473

Page	Contents	Section
2	Contents	
3	Application Process Cost and Inclusion of Hire	One
4	End of Hire Technical Specifications Terms and Conditions	Two Three
5	Applications Hire Charges	Four Five
6	Payment Cancellation	Six Seven
7	Permitted Use Premises License Equipment Making Good Damage	Eight Nine Ten Eleven
8	Marketing and Promotion Theatre Staff Requirements and Restrictions Limitation of Liability	Twelve Thirteen Fourteen Fifteen
9	Sale of Tickets for Events Intellectual Property	Sixteen Seventeen
9/10/11	Health and Safety including / Fire Procedures Electrical Appliance Safety	Eighteen
11/12	Capacity of Theatre Booking Information/ Refusal of Booking /Selling Goods	Nineteen Twenty
12/13	Performances that include Children/Young People Child Protection and Safeguarding.	Twenty-one
14	Agreement Signature	
Appendix	Booking Form	

**Workington Playgoers Club
Standard Conditions of Hire**



For the purposes of these conditions, the term HIRER shall mean an individual HIRER or, where the HIRER is an organisation, its authorised representative who has signed the agreement.

Application process:

Please read through this entire Application Pack, including Hire Terms and Conditions. If you have any initial queries, then please contact the Booking Manager; contact details are listed at the bottom of this form.

If you are ready to accept the Hire Terms and Conditions, please contact the Booking Manager to check the availability of your preferred dates.

Please be aware that the Theatre programming is often conducted 12-18 months in advance - so we would recommend checking dates as soon as possible: If your dates are available, they will be provisionally held - subject to Booking Management discretion - for a maximum of 7 days or until you have submitted your formal Hire Application Form - disclosing full details of your proposed event.

Applications will be processed, and feedback/decision issued within 4 weeks. A meeting/email/phone call with the Booking Manager may be requested at this stage to discuss your application. Your booking is only confirmed once you have received confirmation from the Booking Manager, and you have returned a signed contract including the Theatre's Terms and Conditions. (Venue Agreement)

Please note that the terms of the booking cannot be changed after this point. Applications for hire of the Theatre Royal will only be considered if the nature of the hire meets our vision for the Theatre. Your application form can be submitted to Theatre Royal, Workington by the following methods:

Post/email: The Booking Manager, Theatre Royal, Washington St, Workington, CA14 3AW

E- mail: finance@theatre-royal-workington.co.uk

Phone: 01900 603161 (answer-phone only)

1. Cost & Inclusions of Hire:

Cost of Hire :- Auditorium £35 + VAT per hour , Blue Room £12 + VAT per hour, Green Room £12 per hour + VAT, Technical £60 + VAT per performance £110 per day + VAT, online Ticketing £1 + VAT per ticket.

The hire is inclusive of the following:

- The Standard House and The House PA: to be discussed with the Technical Director.
- Utilities including water, electrics, lighting, heating.
- Use of all technical 'stock' items will also be discussed during a pre performance meeting.
- All Hirers for performances or presentations will be contacted to arrange the necessary meetings with the Theatre's staff once the basic confirmation has been made and booking form received. This will ensure you understand all the technical requirements and schedules that need to be considered and all potential costs involved.
- Hirers have access to all sound, light and flying facilities on stage as agreed in their package and may operate the equipment themselves subject to the Theatre's Technical Manager being satisfied that competent persons are doing so.
- Use of the dressing rooms, to which you will have exclusive access for the period of the hire.
- Sales of all tickets are through our online box office. All monies taken by the Theatre will be banked and offset against outstanding hire charges.
- For all performances the Theatre will provide a Duty Manager and the number of FOH staff that are legally required to ensure the safety of the audience in the event of an emergency evacuation. **All staff are volunteers.** Any staff requested in addition to this need to be discussed prior to booking and charges will be advised.

- The Theatre does not provide security staff. If a Hirer feels that security staff are required, this needs to be discussed at the time of booking and will be at the cost of the Hirer.

* **If Children are involved in a performance or supporting technical colleagues please go to section 21**

Cleaning daily (usually morning) of auditorium and all front of house and backstage areas. If you require cleaning out of the specified time it will be recharged accordingly and must be notified at time of booking. If your event requires additional cleaning, this will need to be discussed.

End of Hire

The HIRER shall be responsible for leaving the Theatre and surrounding areas in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the Club Council shall be at liberty to make an additional charge of £50 per hire + VAT.

- The Theatre Royal will not produce or distribute individual leaflets or posters on behalf of Hirers. However, all supplied materials will be displayed in the foyer and box office areas at the discretion of the Marketing Manager, subject to the available space. If you wish to have a flyer included in a Theatre mailing, please contact the Marketing Manager to discuss your requirements and for details of the charges.

2. Technical Specifications

Hirer must discuss this with the Technical Director

3. Terms & Conditions

These terms will form part of a legally binding document and you should read it carefully before making an application to hire the Theatre Royal. If we accept your application, you will be bound by these Terms and Conditions. Please make sure that they contain everything you want and nothing you are not prepared to agree to. If you have any questions about the contents of these Terms and Conditions, our list of Costs and Inclusions of Hire or any other matter, please contact the Booking Manager before making your application.

DEFINITIONS

In these Terms and Conditions, the following words and phrases mean the following things:

Booking Form means our booking application form to hire the Theatre, which is obtainable from the Booking Manager on request;

Takings means all admission charges collected in connection with the Event;

Company means Workington Playgoers Club Ltd.;

Confirmed Booking means a booking of the Theatre that has been confirmed in writing by the Booking Manager;

Deposit means the deposit payable (if any) on submission of the Booking Form;

Event means the purpose for which the Theatre is hired, as stated on the Booking Form;

Hire Charges means all sums payable by you for the hire of the Theatre under these Terms and Conditions, as set out in our current list of Costs and Inclusions of Hire;

Hire Contract means the contract for the hire of the Theatre as governed by these Terms and Conditions and our current list of Costs and Inclusions of Hire;

Hire Period means the period of hire of the Theatre booked by you;

You / the Hirer means the person who signs the Booking Form or the firm, company or organisation on whose behalf the Booking Form is signed;

Theatre means Theatre Royal, Washington Street, Workington, Cumbria CA14 3AW;

Theatre Owners means The Company;

Us / We means The Company;

Booking Manager means the person for the time being holding the post of Booking Manager of the Theatre but can include the Booking Manager's duly authorised representative.



4. Applications:

4.1 If you wish to hire the Theatre you should initially contact the Booking Manager about available dates. When you have chosen your preferred date(s), you should then complete the Booking Application Form at the back of this pack - and return it to the Booking Manager. You should aim to return your Booking Application Form at least 3 months where possible, before the date on which you wish to hire the Theatre - dates are unlikely to be available after this deadline - and would provide you with limited time to market your event/performance.

4.2 Your Booking Application Form must state the precise nature of the Event for which you wish to hire the Theatre. Applications for hire cannot be accepted in any other format than our official Booking Application Form.

4.3 The Theatre is not deemed to be hired until the Booking Manager has notified you in writing that your booking has been accepted, and you have paid the requested non-refundable deposit.

4.4 You can apply to hire the Theatre up to 12 months in advance. You may also arrange with the Booking Manager to hire the Theatre on an annual or more frequent recurring basis.

4.5 Applications for bookings will not be considered from persons under 21 years of age.

4.6 You may make a provisional booking of the Theatre by agreement with the Booking Manager. A Provisional Booking will only be released under consultation with you. In order to confirm a Provisional Booking you should submit a Booking Application Form in accordance with the requirements stated above. A Provisional Booking only becomes a Confirmed Booking when you receive written confirmation from the Booking Manager that your booking application has been successful, and you have paid the requested non-refundable deposit.

4.7 We reserve the right to refuse any application to hire the Theatre without giving a reason, or to accept any application subject to any additional terms and conditions we consider necessary. This includes the right to refuse to confirm any Provisional Booking previously agreed with the Booking Manager. Where we accept an application for booking subject to additional terms and conditions, you are not obliged to agree to those additional terms and conditions. The hiring is only confirmed when you notify the Booking Manager in writing of your agreement to the additional terms and conditions.

5. Hire Charges

5.1 We charge for hiring the Theatre in accordance with our list of Costs and Inclusions of Hire, the latest version of which is included within this pack for your reference.

5.2 Before you submit a Booking Form, you should request confirmation from the Booking Manager.

(1) the Hire Charges payable for your proposed hiring and how long those Hire Charges remain valid;

(2) the method of payment, by Cheque or BACS.

5.3 If your booking is accepted, any Deposit that you pay on acceptance of your Booking will be deducted from the total Hire Charges you pay for the hiring. If your booking is not accepted, any Deposit you pay with the Booking Form will be returned to you.

5.4 We reserve the right to review and/or increase Hire Charges for Confirmed Bookings at any time up to six months before the Hire Period begins. We will send you notice in writing if we need to do this. If we do this, you may cancel your booking with immediate effect and with no charge by giving us notice in writing. If you cancel your booking in this way, we will refund any Deposit or Hire Charges you have paid.

6. Payment

6.1 The agreed hire charge plus cost of ticketing (£1 per ticket) for the event will be invoiced within 7 days of the last performance and is payable within 7 days of the invoice. The profit on the sale of tickets will be paid to the Hirer once the above monies are received.

6.2 The total amount of the Hire Charges and all other associated costs are payable within 30 days of the Hire.

6.3 If Takings are insufficient to cover the Hire Charges, then you shall pay the outstanding amount to the Company (as notified to you by the Company) within thirty (30) days of the end of the Hire Period.

6.4 We reserve the right to set off any Hire Charges or other sums due to us from you against any sums due from us to you.

7. Cancellation

Cancellation by You

7.1 You may cancel your booking at any time by giving us written notice of cancellation.

7.2 If you cancel your booking within seven days after the Booking Manager confirms acceptance of your application, you will not have to pay us anything. Any Deposit or Hire Charges you have already paid will be refunded to you within 30 days of us receiving your notice of cancellation.

7.3 If you cancel your booking more than seven days after the Booking Manager confirms acceptance of your application (except where we are in breach of our obligations to you, or where otherwise stated in these Terms and Conditions) we will be entitled to retain a fair proportion of your Deposit and/or Hire Charges unless and until we find another Hirer for the Hire Period. The sum retained will be sufficient to cover the costs we suffer because of the cancellation.

Cancellation by Us

7.4 We may cancel your booking in circumstances where:

(a) You commit a material breach of these Terms and Conditions, or you commit a non-material breach and fail to remedy it within the time given in a notice from us specifying the breach and requiring its remedy;

(b) We reasonably believe that you have mis-stated the nature of the Event on the Booking Form, or we or the Theatre Owner reasonably consider that the Event is unseemly, undesirable or carries an unacceptable risk of injury to participants;

(c) a **Force Majeure** Event occurs (a Force Majeure Event means where the Theatre becomes unavailable for a reason outside our control, for example: calamity; civil war; terrorism; fire; flood; earthquake; strikes or lockouts; withdrawal of consents or licences; breakdown of machinery; failure of supply of electricity or gas; government restriction; act of God; necessary and unavoidable repairs or health or safety concerns);

(d) the Theatre Owner requires the Theatre during the Hire Period in connection with Parliamentary or District Council elections, an occasion of national rejoicing or mourning or for a purpose which, in the opinion of the Theatre Owner, is of civic or national importance.

7.5 If we need to cancel your booking for any of these reasons, we will explain the reasons to you and give you as much notice as is reasonably possible in the circumstances. 7.4 If we cancel your booking: (a) for either of the reasons set out in clause 7.4 (a) and (b) above, we will be entitled to retain a fair proportion of your Deposit and/or Hire Charges unless and until we find another Hirer for the Hire Period. The sum retained will be sufficient to cover the costs we suffer because of the cancellation. (b) for either of the reasons set out in clause 7.4(c) and (d) above, we will refund any Deposit or Hire Charges you have paid (or in the case of partial cancellation, a fair proportion of them).

7.6 In light of the limitations on liability of these Terms and Conditions of Hire, we strongly recommend that you obtain cancellation insurance.

8. Permitted Use

8.1 You must not use the Theatre for any purpose other than that stated on your Booking Form. We may inspect your use of the Theatre at any time.

8.2 You must not use the Theatre for the sale of goods by auction to the public without first obtaining the written consent of the Booking Manager, nor must you hold any lottery other than a lottery which is lawful by virtue of the Lotteries and Amusement Act 1976 and any other applicable legislation. You must not use the Theatre for the purposes of gaming without first obtaining the Booking Manager's consent and any necessary licence or permit.

8.3 THE HIRER shall not use the Theatre for any purpose other than that described in this hiring agreement and shall not sub-hire or use the Theatre or allow the Theatre to be used for any unlawful purpose or in any unlawful way nor do anything or bring into the Theatre anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission of the Club Council.

9. Premises Licence

9.1 You must comply with the terms of the Premises Licence held by the Company, as notified to you by the Company.

9.2 A cash bar service is available for Hirers on request and will be open for public performances. We reserve the right to be the sole supplier of alcoholic refreshments and confectionery, ices etc. at all Events.

10. Equipment

10.1 As part of the Hire Contract we will provide you with the equipment set out in the Company's current list of Costs and Inclusions of Hire.

10.2 You must inform the Technical Director of the proposed position of the lighting desk; sound desk; sets; staging and any other furniture required for your Event 21 days before the start of the Hire Period.

10.3 You must not obstruct the gangways, aisles, corridors, stairs, vestibules, landings, entrances or exits of the Theatre with chairs, tables, furniture, or any other equipment.

10.4 You must not drive nails, hooks, screws, tacks or any similar object into the walls, pillars, woodwork, floors or furniture of the Theatre, or otherwise damage the floors, chairs or other furniture of the Theatre.

10.5 You must not bring or install any lighting or heating apparatus (electrical or otherwise) into the Theatre without the consent and in accordance with the requirements of the Booking Manager.

10.6 No open fires, creosotes, petrol or spirit stoves or machinery or any dangerous or inflammable materials should be brought into or used in any part of the Theatre without prior approval from the Booking Manager and the Theatre Owner's Licensing Officer.

10.7 You may not use effects such as smoke, pyrotechnics, strobe lighting, open flame, confetti/ snow, CO2 or oil without the prior written consent of the Technical Director.

10.8 The Booking Manager may refuse to allow any article or appliance which may be considered dangerous or offensive to be brought into the Theatre.

11. Making Good Damage:

11.1 THE HIRER shall indemnify the Club Council for the cost of repair of any damage done to any part of the property including the curtilage thereof or the contents of the buildings which may occur during the period of the hiring as a result of the hiring.

11.2 THE HIRER shall be responsible for deciding to insure against any third-party claims which may lie against him or her (or the organisation if acting as a representative) whilst using the Theatre. (The Club is insured against any claims arising out of its own negligence).

12. Marketing and Promotion

12.1 As part of the Hire Contract we will provide you with such marketing services as are set out in our current list of Costs and Inclusions of Hire.

12.2 You are reminded that the posting of posters on notice boards, shops and private dwellings is only permitted with the owner's permission. The posting of posters on unauthorised sites (traffic signs, lamp posts, empty properties, trees, and bus shelters etc.) constitutes an offence under the Town and Country Planning (Control of Advertising) Regulations 1969. The Theatre Owner may take proceedings if such an offence is committed, and we reserve the right to cancel your booking should you commit such an offence.

12.3 Fly Posting

THE HIRER shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the Theatre and shall indemnify the Club and its membership accordingly against all action, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

13. Theatre Staff

13.1 As part of the Hire Contract we will provide such Theatre staff as are set out in our current list of Costs and Inclusions of Hire. As we base our staffing provision on the details you provide in the Booking Form, you must keep us fully updated of any changes to the nature of the Event that may affect the staffing levels required.

14. Requirements and Restrictions

14.1 Access All performers are required to use the Front Door which will be opened on request. We always retain the exclusive right to determine the opening and closing times of and the restrictions on entry to the Theatre.

14.2 Stage and Dressing Rooms Except by arrangement with the Booking Manager, no person other than persons taking part in a performance shall be permitted on the stage or in the dressing rooms, or back stage stairways.

14.3 Conduct and Good Order You must take every care to ensure that undesirable persons are not permitted to enter or make use of the Theatre, and you are responsible for good order and conduct during the Hire Period.

14.4 Vacation of the Theatre You must ensure that the Theatre is vacated by all persons at the end of the Hire Period. Any additional time will be charged for. All articles brought to the Theatre in connection with the Event must be moved within the time limit agreed with the Booking Manager.

14.5 Right of Entry We reserve a right of entry to the Theatre for any of our officers or any officer of the Theatre authorised by the Booking Manager.

14.6 Complaints Any complaint about any of the arrangements made by us in connection with the Event should be directed in the first instance to the Booking Manager within 7 days of the cause of such complaint.

14.7 Lost Property Any lost property found must be immediately handed to the Booking Manager. PLEASE NOTE THE FOLLOWING IMPORTANT PROVISIONS.

15. Limitations of Liability

15.1 Neither party excludes or limits liability to the other party for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation nor where liability cannot be excluded or limited as a matter of law.

15.2 We are responsible for losses you suffer as a result of us breaching our obligations under the Hire Contract if the losses are a foreseeable consequence of us breaching those obligations. Losses are foreseeable where they could be contemplated by both you and us at the time the Hire Contract was entered into. We are not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us, for example loss of profits, loss of use, loss of goodwill, loss of opportunity or any business loss.

15.3 It is your responsibility to ensure that the Theatre is suitable for the Event. If you wish to check the suitability of the Theatre prior to applying you should contact the Booking Manager to make arrangements to view the Theatre.

16. Sale of Tickets for events

16.1 We provide a Box Office (online booking only) service as part of the Hire Contract. The Box Office service will undertake 'advance sales' on your behalf prior to the Event, at a cost of £1 Per ticket.

17 Intellectual Property

17.1 You must not permit the Event to be recorded, televised or broadcast or permit photographs or videos to be taken without the Booking Manager's written permission.

17.2 You must ensure that no work in which copyright exists: is performed unless written permission has been obtained from all copyright owners; or is broadcast, unless specific consent to broadcasting has been obtained.

17.3 You are responsible for and must pay any and all taxes or royalties chargeable or payable in respect of the Event.

17.4 Performing Rights Society Licence. We have obtained the licence of the Performing Rights Society for the performance of copyright musical works in our premises (PRS Licence). A copy of our PRS Licence is available from the Booking Manager.

17.5 THE HIRER shall be responsible for obtaining such licences as may be needed whether from the Performing Right Society, from Phonographic Performance Ltd or otherwise and for the observance of the same.

17.6 Where the Event involves the performance of copyright musical works covered by our PRS Licence, you must: (a) pay to the Performing Rights Society all applicable taxes, royalties or charges; (b) give details of all works performed and sums paid to the Booking Manager; and (c) comply with the terms of our Licence in all other respects.

17.7 Copyright work not covered by our PRS Licence must not be performed without the consent of the owner of the copyright and you are responsible for obtaining such consent.

18. Health and Safety

18.1 You must acquaint yourself and comply fully with all applicable Conditions and Rules of Management for Places of Public Entertainment, in particular (but without limitation) regarding the use of non-flammable or flame-proofed materials for scenery, curtains, drapes or set-dressing etc. If you have any queries in this respect, you should contact the Booking Manager.

18.2 You must also comply with the requirements of Health and Safety at Work Act 1974 (and all future amendments thereto), in particular (but without limitation) the need to provide confirmation that all equipment used for the Event complies in all respects with required Codes of Practice (for example, that all electrical items have current PAT testing certificates, hazardous substances have appropriate COSHH documentation and that the entire Event has suitable Risk Assessment Records). If you have any queries in this respect, you should contact the Booking Manager.

18.3 Fire Procedures

THE HIRER acknowledges that she/he has received instruction in the following matters:

- The action to be taken in event of fire. This includes calling the fire brigade and evacuating the Theatre;
- The location and use of fire equipment.
- Escape routes and the need to keep them clear.
- Method of operation of escape door fastenings.
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire

Outbreaks of Fire

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Theatre Manager or member of staff and reported to The Theatre Management Group.

Dangerous Performances

Performances involving danger to the public shall not be given.

Explosives and Flammable Substances

Highly flammable substances shall not be brought into or used in any portion of the Theatre. No internal decorations of a combustible nature (e.g., polystyrene, cotton wool) shall be erected without the consent of the Theatre Manager.

18.4 You and all persons authorised by you to be in the Theatre, or who are there in connection with the Event, must always follow the following safety rules:

- Do not place any obstructions on stairs or in passages or obstruct access to all places of work in any way.
- Use handrails when ascending or descending stairs and do not run
- Clean up any spillages on floors and staircases immediately.
- Do not allow the cables of machinery, electrical appliances and telephones etc. to trail on floors where they are likely to cause a tripping hazard.
- Do not obstruct fire exits or access to fire fighting equipment and ensure that you know how to use the equipment. Do not wedge open fire check doors.
- Make sure you know the evacuation procedure in case of fire and all means of escape from the building.
- Do not try to lift or carry any load that is too heavy or bulky: get help. Make sure you can see over any load you are carrying.
- All means of exit from the Theatre must be kept free from obstruction and immediately available for instant free public exit.
- If you must climb, use suitable ladders, and ensure they are properly secured at the top and/or bottom. If this is impractical, a person must foot the ladder at the base. Do not use chairs, boxes etc.
- Keep articles of clothing and other combustible materials away from open fires, electric or gas heaters and naked light bulbs.
- Do not attempt to install or service electrical fittings or equipment. This must only be done by a competent electrician.
- Remove plugs from sockets before cleaning appliances. Report any defects and faults with appliances to the Booking Manager immediately.
- Protective clothing and equipment must be worn at all times when doing work of a hazardous nature.
- Make sure that all machinery guards are in position and correctly adjusted before using any dangerous machine.
- Make sure you know the person responsible for the first aid equipment and where the equipment is kept.
- Report any dangerous conditions to the Booking Manager.
- Accidents, no matter how small, must be reported to the Booking Manager for the appropriate entry to be made in the Accident Book and a report sent to our Safety Officer.
- Any electrical equipment brought into the Theatre must be set up by a competent person and the equipment is the responsibility of that person or their authorised representative.

18.4 Electrical Appliance Safety

- THE HIRER shall ensure that any electrical appliances brought by him to the Theatre and used there shall be safe, in good working order, PAT tested and used in a safe manner.

18.5 Heating

- No unauthorised heating appliances shall be used on the Theatre when open to the public without the consent of the Club Council. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

18.6 Animals

- THE HIRER shall ensure that no animals (including birds) except guide dogs are brought into the Theatre.

18.7 Accidents and Dangerous Occurrences

- THE HIRER must report all accidents involving injury to the public to the Theatre Manager or member of staff as soon as possible and the incident entered the accident book. Any failure of equipment either that belonging to the Theatre or brought in by the HIRER must also be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the Local Authority. This is in accordance with the Executive Reporting of Injuries, Diseases and Dangerous Occurrences Regulation 1995.
- THE HIRER shall not, without the written consent of the Club, serve or sell food.
- THE HIRER shall ensure that the minimum of noise is made on arrival and departure.

19. Capacity of the Theatre

19.1 It is the duty of the Company to ensure that the maximum number of persons (excluding staff and attendants) admitted to the Theatre does not exceed the limit imposed by the relevant Licensing Authority. You should agree the seating arrangements for every Event in advance with the Booking Manager. As a Booking guide only, the maximum number recommended for events is as follows:

Capacity The number of people in the Theatre shall not exceed for seating the number permitted under the Premises Licence granted in respect of the Theatre, being 149.

20. Booking Information

20.1 Any notice or other communication given under these Terms and Conditions shall be in writing or via email (online).

20.5 No variation of these Terms and Conditions shall be binding upon you or us unless it is in writing and signed by both parties. Any such variation shall be particular to the circumstances and shall not be regarded as a Booking variation.

20.6 The failure of either you or us to insist upon strict performance of any provision of these Terms and Conditions, or the failure of either you or us to exercise any right or remedy to which we are entitled, shall not constitute a waiver thereof and shall not cause a diminution of the obligations established by these Terms and Conditions.

20.7 Subject to the specific limitations set out in these Terms and Conditions, no remedy conferred by any provision of these Terms and Conditions is intended to exclude any other remedy except as expressly provided for in these Terms and Conditions and each and every remedy shall be cumulative and shall be in addition to every other remedy given thereunder under existing law or in equity by statute or otherwise. Capacity of Theatre 149

20.8 If any provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any Court of Competent Jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been executed with the invalid, illegal or unenforceable provision eliminated.

20.9 You may not transfer the benefit of the hiring or sub-let the Theatre without our written consent. We will not unreasonably withhold or delay such consent, nor will we subject it to any unreasonable conditions or stipulations.

20.10 A person who is not a party to any contract under these Terms and Conditions has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any term of these Terms and Conditions, but this does not affect any right or remedy of a third party which exists or is available apart from that act.

20.11 These Conditions shall be governed by and construed in accordance with English Law and each party hereby submits to the exclusive jurisdiction of the English Court.

20.12 Selling Goods

THE HIRER shall not sell goods on the Theatre premises without the written consent of the Club Council. Where such consent is given, the HIRER shall comply with Fair Trading Laws and any Code of Practice used in connection with such sales. In particular, the HIRER shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

20.13 Compliance with Children Act 2004 and Safeguarding Children and Young People see 21.

THE HIRER shall ensure that any activities for children under eight years of age comply with the provisions of the Children Act of 2004 and that only fit and proper registered persons have access to the children. Safeguarding Children and Young People are of the upmost importance. It is the Hirer's responsibility to manage their behaviours, health, and safety so as not to harm themselves or others. However, safeguarding and health and safety is everyone's responsibility, and it may be necessary for staff and volunteers to intervene appropriately if they observe behaviour that compromises Children and Young People and other's safety or wellbeing. If this occurs, then staff and volunteers need to make the Hirers aware immediately.

The Welfare of the child is Paramount – Children's Act 1989

**21. Additional Information for Performances that include Children Child Protection/ Safeguarding
A BOPA or licence for each child and a Notice of Performance (showing details of Registered Chaperones),
should be obtained by the Hirer, the performance will be cancelled if this has not been completed.**

- The above documents should be produced at the time of the initial meeting with a member of the theatre safeguarding team prior to the performance.
- The Hirer must sign all relevant forms and the Safeguarding Officer of the company must always be present whilst children and vulnerable adults are on site. The Hirer must have an up to date and comprehensive Safeguarding Policy for the Hiring Company.
- Children/Young People must always be supervised by a registered chaperone/s, unless the child is under the direct supervision of either parent or guardian. Chaperones must display their registration badge at all times.
- In the context of a school hire where children are to be accompanied by their term time teachers, these teaches can act as chaperones.
- The Hire Company's Safeguarding Officer must oversee that the children are signed in and out of the building by a parent or guardian on performance nights.
- All persons working directly with the children/young people must have enhanced DBS clearance; this may be asked for by the Theatre.
- The agreed times for children's performance (as stated in the Notice of Performance) must always be adhered to or the show may be stopped.
- The Theatre takes no responsibility for the Hirer failing to observe these requirements and any incidents or recorded non-compliance of the above terms will be passed to the relevant authorities.
- It is the policy of the Theatre that all children and vulnerable adults have the right to protection and for their welfare to be paramount. Child welfare is at the heart of everything we do, and it is our duty to make sure that children are as safe as possible. The venue operates a Child Protection Policy and procedures are in place. A copy of the policy manual can be viewed on the premises. The Theatre reserves the right to inform Cumbria's Child Employment and Entertainment officer of any forthcoming hire containing children.
- Information Required Includes: -
 1. BOPA.
 2. A Notice of Performance – showing details of Registered Chaperones.
 3. Dressing requirements, that acknowledges the rules regarding gender and age of children.
- If you require support in complying with any of the above, the Theatre Royal Safeguarding Team is willing to provide guidance and further information.
- Further information is available from Cumbria Child Employment and Entertainment Officer:

Email: yvette.jackson@cumbria.gov.uk

**Workington Playgoers Club
Standard Conditions of Hire**

I have read, understood and agree to the above Terms and Conditions relating to the Hire of Theatre Royal:

Signed:.....

Print Name:.....

Position:.....

Authorised to sign on behalf of:.....

Date:

Please return this signature sheet with your Booking Form.

Notes:

Theatre Royal Workington



THIS AGREEMENT is made on the date stated below between the **WORKINGTON PLAYGOERS CLUB** (“the **CLUB**”) which is a registered charity and (“the **HIRER**”) whereby in consideration of the **HIRER** paying the **Hiring Fee** specified below the **CLUB** agrees to permit the **HIRER** to use the **Theatre Royal** (“the **THEATRE**”) at **Washington Street Workington Cumbria CA14 3AW** on the Date(s) and Times and for the Purpose(s) specified below subject to the attached **Standard Conditions of Hire**.

Name of Organiser			
Address			
		Postcode	
Telephone no.		Mobile No.	
Email			
Name of Organisation			

Start			Finish			
Hire areas in the theatre	Day	Date	Year	Day	Date	Year
Hire of Auditorium <i>Including Dressing Rooms</i>						
Blue Room						
Green Room						

Booking Times

Start			Finish		
Day	Date	Year	Day	Date	Year

Performance Dates

Start			Finish		
Day	Date	Year	Day	Date	Year

Title of Production

Brief Description of Production

Special Requirements

Cost of Hire :- Auditorium £35 + VAT per hour , Blue Room £10 +VAT per hour, Green Room £10 per hour + VAT, Technical £55+ VAT per performance, £110 per day +VAT, online Ticketing £1 + VAT per ticket.

	COST		COST
Lighting and Sound		Blue Room	
Auditorium		Green Room	
TICKETS			
COST			

Hire Summary



Total Hiring Fee

HIRER requires facilities for the sale of alcohol/coffee bar: **YES / NO**

Does your Performance include Children/Young People acting or supporting Technical? **YES / NO**

If yes discuss this with the Booking Manager.

I have read and understood the Theatre Royal's Terms and Conditions of Hire.

I have read and Understood the Theatre Royal's Costs and Inclusions.

SignedDate.....

(Authorised signatory on behalf of the **HIRER**)

Print Name

Signed.....Date.....

(Authorised signatory on behalf of the **CLUB**)

Print Name

**Theatre Royal Washington Street Workington Cumbria CA14 3AW
Tel. 01900 812318 or 01900 603161**