# **Nuneaton Arts CIO**



## **Conditions of Hire**

# **Bookings:**

Bookings are accepted only when made using our standard Booking Form, after which a deposit invoice will be issued. Until the deposit has been received the booking slot is not confirmed, and any costs incurred by the Hirer are entirely at their own risk.

Where the Hirer is an unincorporated body, the individual signing the booking form on behalf of the Hirer accepts full personal responsibility for the Hire and its cost.

The Booking Form provides us with the basic information we need for ticketing and promotion – the Hirer must also provide appropriate artwork before we can undertake any advertising or promotion.

## **Event Information:**

Each group booking the venue for a performance must complete an Event Information form, downloadable from the Hire the Abbey page on our website.

## **Cancellation of Bookings:**

Hirers cancelling any booking or part thereof less than 28 days prior to the start date for the booking will still be liable for the full costs as if the booking had gone ahead.

Cancellations between 28 and 56 days prior to the start date for the booking will be liable for one third of all hire fees for the period booked.

Cancellations more than 56 days prior to the start date for the booking will forfeit the booking deposit.

#### **Payment of Accounts:**

Invoices for hire will normally be issued either on the last date of a booking or at the end of each calendar month. Payment for hire is due within 30 days of the invoice. Delayed payment of more than 4 weeks will incur interest of 2% per week or part thereof until settlement is received. No further bookings will be accepted or honoured where invoices remain unpaid after this time. Where a balance is owed by Nuneaton Arts CIO to the Hirer this will be paid within 14 days of the invoice date, providing payment details and the Footfall Report have been received.

Any disputed account must be raised with the Nuneaton Arts CIO within 7 days, in writing.

#### Additional costs:

The basic hire cost includes provision of the booked rooms and the standard theatre lighting and sound setup. Other items such as star cloths, moving lights, radio mics and pyrotechnics are offered at additional cost. The downstairs bar does not form part of the hire and may be used by other groups during rehearsal time at the sole discretion of the Nuneaton Arts CIO.

## **Ticket printing:**

Nuneaton Arts CIO can produce professional quality 3-section tickets at reasonable cost. Users will need to indicate tickets are required on the Booking Form, and supply full details as early as possible.

## On-line and telephone ticket sales:

Nuneaton Arts CIO offers a free to Hirer on-line and telephone ticket sales service through TicketSource. If this is required it should be indicated on the Booking Form. TicketSource charge the buyer a fee on ticket sales, and the full-face value of the ticket is paid to Nuneaton Arts CIO immediately after the event. This money is held on behalf of the Hirer, and is shown as a payment received on the final invoice.

## **Royalties:**

Any commercial script used by performing companies will attract royalties to the copyright owners. Each Hirer is responsible for ensuring that all such royalty payments are met in accordance with the owners' specifications.

Nuneaton Arts CIO will require sight of copies of any and all agreements in advance of any performance. Failure to provide copies of copyright agreements may result in refusal/cancellation of bookings. NO liabilities for costs incurred resulting from such cancellation will be accepted.

# **Building security:**

Once the main doors are opened 45 minutes before any performance NAC take responsibility for building security and access. During rehearsal and setup time the hirer is responsible for building security and must ensure that the front door and any fire doors remain closed and locked. The hirer must provide door personnel to manage access for their own group.

## **Child Protection Regulations:**

Any performance involving children up to 16 yrs. old and still in full time education will be subject to statutory licensing/supervision restrictions. Details of current policies and legislation can be found at the WCC web site along with downloadable forms for your use. Nuneaton Arts CIO supports WCC in all matters of child protection. Please note that ANY performance may be inspected by WCC regardless of whether licences have been issued for children.

Failure to ensure proper observance of these regulations may result in the cancellation of any event at the Abbey Theatre.

## **Performing Rights/Footfall:**

Nuneaton Arts CIO is charged an annual fee by the Performing Rights Society and Phonographic Performances Ltd. Those fees are based on the fact that copyright material may be used either as recordings or played by musicians during any live performance.

All performances and events are declared annually by Nuneaton Arts CIO to include audience numbers and box office takings. In addition we are required to submit footfall reports to the local authority, which take into account all those involved in events/performances on and back stage.

A standard Footfall Report form in Excel or PDF format will be provided to each hiring group and must be completed and returned within two weeks of receipt, by post or e-mail. Failure to complete and return this form in the required timescale may result in delay in payment of any monies due to the Hirer and in cancellation or non-acceptance of future bookings.

#### **Promotion of events:**

Each Hirer is responsible for its own publicity and promotion of any event. Nuneaton Arts CIO will endeavour to assist where possible.

Nuneaton Arts CIO will list any event ticketed through Ticketsource on the Abbey Theatre website and in any general brochure produced. Where practical, the Nuneaton Arts CIO will use any other means to promote events as it sees fit either independently or in conjunction with the Hirer(s).

All Hirers must supply sufficient posters, handouts/flyers etc well in advance to allow the NAC to display on house notice boards and in brochure display racks. Users are requested to forward copies of any graphics or logos for any event to allow Nuneaton Arts CIO to use these in house flyers and any other appropriate publicity material. Details of promotional information we will require are detailed on the theatre web site.

# Car Parking:

No car parking is provided by the NAC for Hirers. There is a pay-and-display car park opposite the Abbey Theatre run by the Nuneaton & Bedworth Borough Council. CCTV cameras owned by the NBBC are in operation over the car park.

The paved area to the front of the building and the stage door loading area to the rear may not be used by Hirers or members of the public whilst the building is in use for performances. Use of this area for parking is reserved for members of the Nuneaton Arts CIO staff and volunteers at other times.

The supermarket car park (Lidl) at the rear is not a public car park. Anyone using this whilst not shopping at the supermarket is liable to penalty.

#### **Insurance:**

Hirers performing on stage must ensure that adequate public liability insurance cover has been taken out for the duration of rehearsals, set-up and performances. Nuneaton Arts CIO holds public liability insurance, but this will not cover accidents occurring as a result of negligence by Hirers or unsafe/insecure practices exercised by them.

Note that the Nuneaton Arts CIO insurance policy will cover all volunteers working specifically on behalf of the Nuneaton Arts CIO/The Abbey Theatre.

Nuneaton Arts CIO reserves the right to require sight of insurance policies prior to bookings being accepted or events commencing—failure to provide this may result in refusal/cancellation of bookings.

# Fire and Safety:

It is the Hirer's responsibility to ensure that all staff and performers/members are aware of the Fire and Safety Policy, which is available for download from our web site.

#### First Aid Safety:

It is the Hirer's responsibility to ensure that all staff and performers/members are aware of the First Aid Policy, which is available for download from our web site.

#### **Risk Assessment:**

As every event is different, each Hirer is responsible for assessing all risks involved. Nuneaton Arts CIO does not provide any generic Risk Assessments for this reason. If you are unfamiliar with compiling Risk Assessments, you can download a sample spreadsheet from the Abbey Theatre web site. Nuneaton Arts CIO and WCC have the right to demand sight of a Risk Assessment at any time before or during a performance.

Nuneaton Arts CIO personnel may carry out spot inspections without prior notice during any rehearsal or performance to ensure that all safety instructions and policies are followed.

## **Smoking:**

The Abbey Theatre is a no-smoking building. This also includes e-cigarettes.

Smoking as part of a performance on stage may be permissible but only after permission has been sought from Nuneaton Arts CIO and granted in writing

#### **Tidiness:**

Hirers are responsible for maintaining the rooms used in good order, including toilets and public areas. This means ensuring that all areas hired are left in a tidy state when the premises are vacated. Any litter created by Hirers is to be deposited in rubbish bins. Any surplus timber, props, boxes or other large rubbish must be removed from the

premises – Nuneaton Arts CIO do not provide waste disposal for these items, and if these are left on the premises or deposited in the theatre waste skip a charge will be made. Glasses and crockery are to be returned to bar areas and any furniture rearranged is to be returned to its original position.

Signs and notices may only be displayed in public areas with the permission of the Nuneaton Arts CIO.

At no time may notices be affixed to painted surfaces using tape, Blu-Tak or any other adhesive medium. Pinboards are provided

Those using the stage area for either performance or rehearsal are responsible for ensuring the stage is swept clean after each use. Any furniture/properties used for rehearsals must be returned to its proper place at the end of each rehearsal.

Furniture from the first floor rooms and main foyer bar may not be used for any rehearsal or performance.

The main foyer bar may not be used for the building, storage or decorating of any scenery, properties or other aspect of performance hardware.

Any user who finds the premises in an unacceptable state upon arrival must advise a member of Nuneaton Arts CIO staff as soon as possible.

Damage to the building, fixtures, fittings or theatre equipment must be reported as soon as possible to Nuneaton Arts CIO. Costs of replacing items or rectifying any damage will be recharged to the Hirer

If the hirer wishes to store any items under the stage or in the technical areas then approval must be sought in advance from Nuneaton Arts CIO. Any unapproved items may be removed without notice and disposed of.

## **Staffing – Technical Areas:**

The Hirer is responsible for engaging staff for backstage & technical duties. Technical staff must be experienced in the use of our equipment, as well as all safety regulations. If any proposed operator is deemed to be unsuitable or inexperienced for any technical role, Nuneaton Arts CIO reserves the right to refuse to allow that person to operate theatre equipment. Training on or familiarization with our equipment can be given on request. If a user is unable to engage technical personnel they must advise Nuneaton Arts CIO as soon as possible and we will endeavour to staff the vacant positions on behalf of the Hirer. Technical staff are responsible for the care and correct use of all theatre equipment – any misuse or abuse will be charged to the Hirer.

#### Control Room/Storage areas:

Access to the control room for lighting and sound is restricted to those directly involved in those departments.

Access to store cupboards within the control room, the electrical (LX) and property stores is restricted. Items held therein must be requested in advance – failure to do so may affect the smooth running of rehearsals/performances if a key-holder is not in attendance. Any item used for rehearsal/show must be returned in good condition to its home location. All storage cupboards and rooms must be kept in a clean and tidy condition.

## Scenery/Items brought into the theatre:

Scenery brought into the Abbey Theatre must be erected in a safe and secure manner. Care must be taken to ensure entranceways and wing spaces are kept clear of obstruction.

All scenery must be fire retardant to an acceptable standard. Any item found not to be satisfactory may have to be removed from any production. If in doubt, consult our Health and Safety Manager at the earliest opportunity.

Any electrical items brought into the Abbey Theatre must in safe working condition. Nuneaton Arts CIO reserves the right to refuse to allow the use of any equipment which appears to be in unsatisfactory repair.

No fixings shall be made to the stage floor or walls without prior approval from Nuneaton Arts CIO.

The use of glassware on stage and backstage is prohibited except as a requirement within a performance. When not in use all breakable properties must be removed from stage.

## **Abbey Theatre Equipment:**

Any item of equipment that fails to work or is found to be defective/dangerous in any way must be reported to the Nuneaton Arts CIO as soon as possible. Any such item found to be dangerous must be removed immediately.

No modification to equipment or cabling is to be attempted at any time without the express permission of Nuneaton Arts CIO.

# **Abbey Theatre Flats/Props etc:**

The Abbey Theatre has a store of flats and props which can be made available by prior agreement. Most of these are stored offsite at our storage unit in Nuneaton – where these are to be used then the Hirer is responsible for collection from store and return into store, and for ensuring that the store remains tidy and all items are put away correctly.

# **Pyrotechnic Effects:**

The planned use of any pyrotechnic effects must be detailed on the Event Information form.

Pyrotechnic effects will only be permitted where the company Stage Manager can demonstrate full competence and awareness of all safety regulations and guidance regarding their use.

All pyrotechnics must be tested in front of full cast and crew before being used as part of any rehearsal/performance to ensure all involved are aware of the effect.

The full Pyrotechnic Safety policy can be downloaded from our web site.

# **Staffing - Front of House:**

The Hirer is responsible for engaging staff for Front of House and Box Office duties. If a user is unable to engage FoH personnel they must advise Nuneaton Arts CIO as soon as possible and we will endeavour to staff the vacant positions on behalf of the customer.

Please ensure that all staff are aware of the FoH Policy as well as First Aid/Fire and Safety Policy, which are available for download from our web site.

Volunteer bar/coffee bar staff will be provided for performance events

Only Nuneaton Arts CIO bar staff are permitted behind the bar counter or in the cellar store.

The consumption of alcohol in the Abbey Theatre and the Courtyard is restricted to that purchased at the theatre bar except where explicit permission has been granted in advance by the licensee.

#### **Dressing/Rehearsal Rooms:**

Both the corridor through the Green Room area between the inner swing doors and outer crash doors and the space between the inner doors and outer crash doors in the dressing room behind stage must be kept clear of all obstacles at all times during performances. This includes scenery/props, costumes and furniture. These access-ways are essential to the safety of all users as they are the designated emergency exit routes for cast and crew.

Upon discovery of any item blocking any of the emergency exit routes, the Hirer will be advised of the situation, at which point the item must be moved immediately. Nuneaton Arts CIO reserves the right to remove any such item without notice at any time if it feels that any item constitutes a hazard.

The dressing rooms become the responsibility of the Hirer at the dress rehearsal or time of first use. Nuneaton Arts CIO will undertake to ensure that all dressing rooms are clear and clean before use. It is the responsibility of the users to maintain a level of cleanliness/tidiness within the dressing areas both during and after any performances.

Cleaning staff will not clean inside dressing rooms during a show run.

Additional changing space in the Etone Lounge or Milby Room may be requested, but use of these rooms, if available, will incur charges at standard rates.

Hirers are responsible for ensuring that all windows are closed, air-conditioning units switched off and fire doors properly closed at the end of each session. This includes the upstairs rooms where these are used for rehearsals or as dressing rooms.
These Conditions of Hire may be updated without notice – the current version is available from the Abbey Theatre web site
Pool Bank Street, Nuneaton, CV11 5DB