

HOWDEN PARK CENTRE

Conditions of Let

FEES AND CHARGES

The Hirer will pay the Council fees for the Let and for any relevant ancillary services in accordance with the Venue Hire Charges current at the date of commencement of the Let, regardless of the Venue Hire Charges current at the time of the booking of the Let. The Venue Hire Charges in force may be obtained from the venue or found on the venues website at www.howdenparkcentre.co.uk. If the Venue Hire Charges increase between the time of the booking of the Let and the date of commencement of the Let, The Council shall notify the Hirer and give them an opportunity to cancel the Let.

Cancellation charges are detailed in cancellations section, below.

The Council will advise where Performing Rights Society fees are due.
Where fees are based on box office income these will be invoiced after event.

The Hirer agrees to pay the Council the full payment due for the Let and ancillary services, the balance of which will be invoiced for following the let.

Payment should be made according to the instruction on the back of the invoice.

For lets by other Council services, the cost centre and the subjective code must be provided on the booking form to confirm your booking.

Full payment for any catering booked must be paid 7 days in advance of the booking and this payment is non refundable. Any additional catering costs generated at the event will be invoiced following the event.

BOOKINGS AND DEPOSITS

Provisional bookings will be accepted by telephone, in person, in writing or by email.
They will be held as provisional for 14 days.

Provisional bookings will only be confirmed upon receipt of a signed booking form within 14 days of the enquiry, plus a deposit equivalent to the room hire charge.

If the booking form, completed to the satisfaction of the Council, is not received along with the deposit within this time, the provisional booking will be cancelled and the premises will be made available for other interested parties.

Incomplete booking forms will not confirm the booking and may be returned.

At the discretion of the Council, a further period of time may be allowed for resubmission of the booking form completed to the satisfaction of the Council.

The purpose of the booking and the premises to be let must be clearly stated on the booking form.

The submission of a completed booking form to the satisfaction of the Council shall constitute an offer to take a let of the premises referred to in it.

Provisional bookings will be considered by the Council and, if accepted, shall be confirmed in writing by the Council.

On delivery of the written acceptance, the booking shall be a confirmed booking and there will be constituted a contract for the let of the premises from the Council on these Conditions of Let.

No premises should be considered as let until written confirmation has been received from the West Lothian Council.

The Council reserve the right to refuse bookings in its sole discretion.

No part of the premises may be used for any purpose other than that specified in the confirmed booking.

No part of the premises may be sub-let.

Confirmed bookings may not be transferred except with written consent of the Council.

Regular bookings are accepted on the understanding that, should the premises be required for one-off bookings such as elections, large scale events, etc., the Council shall make every effort to provide alternative accommodation within the premises.

If this is not possible the booking may be cancelled at the sole discretion of the Council and notice will be given to the Hirer as early as possible.

The charges payable for Lets shall be those in the Venue Hire Charges current at the commencement of each such let.

A change of date may be requested and agreed by the Council.

CANCELLATIONS

If the Hirer has arranged with the Council for extra staffing to be hired, or equipment to be booked and then gives less than 14 days notice of a cancellation of the Let, the Council may require the Hirer to pay any ancillary costs incurred by the Council.

If the Hirer wishes to cancel a confirmed let, they shall give the Council notice in writing as early as practicable. Provided that more than 14 days notice has been given no payment will be due however the deposit will be non-refundable, or can be transferred to an alternative date.

Should the Hirer wish to cancel a confirmed let, the Hirer will be liable for any online ticket handling charge refunds to customers. The charges will be deducted from the total ticket sales income and will show on the Final Sales Report. The current charge for each transaction is £2.20.

In the event that the Council requires to cancel a Let due to a breach by the Hirer of its obligations under these Conditions of Let, the Hirer will require to pay the full amount of the charges payable in the connection with the Let. No compensation shall be payable by the Council for any loss, damage or expense, direct, indirect or consequential, sustained as a result of such a cancellation.

In the event that the Council needs to cancel a let for any other reason, no compensation shall be payable by the Council for any loss, damage or expense, direct, indirect or consequential, sustained as a result of such a cancellation.

MARKETING AND ADVERTISEMENTS

All publicity information and material, eg posters, press releases, advertisements relating to the Let must refer to the venue as "Howden Park Centre".

No advertisement or sign mark of any nature whatsoever will be exhibited on any scenery or property carried on or used in the production without prior authority being obtained from the Council.

No posters, bills or flyers may be placed on notice boards within the Venue without the prior consent of the Council.

The Hirer will not advertise the performance or event by unauthorised display of posters or bills. In particular, these should not be attached to or displayed on lampposts or other street furniture or posted on car windshields.

The council reserves the right to levy a charge against the Hirer for the removal and disposal of any such items.

TICKET SALES AND BOX OFFICE

Ticketed events on sale to the public must be sold via the venue's box office ticketing system.

Seating plan and maximum audience numbers, must be as advised by the Council in writing prior to tickets being made available for sale.

A maximum of 8 seats, (2 seats removed for each wheelchair) will be left unsold for use by members of the audience using wheelchairs. This allows for a max of 4 wheelchairs seats.

Revenues for ticket sales made on behalf of the Hirer, net of any sums due by the Hirer to the Council, will be forwarded to the Hirer after the Let has been completed and the Hirer's account has been settled.

SALE AND CONSUMPTION OF FOOD AND DRINK

The Council will have the exclusive right to sell food and drink within the venue and the premises and the Hirer.

The Council makes no guarantee and provides no undertaking in connection with the content or suitability of food and drink it serves for those suffering from medical conditions, including allergies.

The Council will make available for sale and consumption alcoholic beverages in accordance with the conditions of its liquor licence for the venue. Should the Hirer require any special arrangements, then they must be agreed in advance with the Council, and the Hirer shall be responsible for payment in respect of any additional costs incurred by the Council, such as for an extension to hours of sale.

The Hirer may not sell or provide food or drink to members of the public. These can be discussed with catering department and will be supplied by the Council.

In the interests of preventing damage to furniture and injury or discomfort to other audience members, no food or drink will be allowed in the auditorium.

SALE OF MERCHANDISE

Hirer's may sell merchandise – eg., souvenirs, T-shirts, CDs, photographs, etc. – during a Let with the prior written agreement of the Council. Commercial Hirers will require to pay the Council 10% of income generated from such sales.

The Hirer is required to provide at the pre-event meeting a detailed list of all items which they propose to sell and, if asked, to produce samples for the Council to inspect.

All items offered for sale must comply with the terms and conditions of the Sale of Goods Act 1979 the Sale and Supply of Goods to Consumers Regulations 2002, and the Copyright, Designs and Patent Act 1988, all as amended, and any other relevant legislation.

Where necessary, the Hirer will be responsible for securing any additional permissions or inspections from relevant bodies.

All such arrangements, including the location of sales points, shall be agreed with the Council in advance of the commencement of the Let.

The Council accepts no liability whatsoever to third parties for any items sold by the Hirer to third parties.

The sale of merchandise must not interfere with the effective running of the premises or the ability of other visitors to the premises to use the areas deemed to be open to the general public.

COPYRIGHT

The Hirer will indemnify the Council against all claims for damages or penalties for infringement of copyright design, trademark or patent and any expenses occasioned in connection therewith.

The Hirer will comply with all Performing Rights Society Regulations and Guidelines and pay the associated cost as identified by the Society which is stated in the Venue Hire Charges.

PARTICIPATION OF CHILDREN

The appearance of West Lothian young people or children 16 years of age or younger in performances and other events during school hours is under the control of Education Services from whom prior written permission must be obtained by the Hirer.

Any youth group hiring the venue must comply with the Council's policy and procedure as outlined in the Youth Registration Scheme

ANIMALS

No animals, other than guide and hearing dogs, will be brought into the Venue, without the prior written consent of the Council.

No performing animals will be permitted in the premises.

LOSS OF OR DAMAGE TO THE HIRER'S PROPERTY

The Council will not be responsible for any loss or damage to the Hirer's property or the property of any of the Hirer's employees, volunteers, audience members, participants or other invited guests. It is understood that all property used or stored in the premises by the Hirer will be so used or stored at the Hirer's own risk.

LOSS OF OR DAMAGE TO COUNCIL PROPERTY

The Hirer will be responsible for any loss of or damage to any property belonging to the Council during the Let whether caused by the Hirer, any of the Hirer's employees, volunteers, audience members, participants or other invited guests.

The Hirer will not make any alterations to the fabric of the Venue or its fixtures, furniture or equipment.

Nails, screws or staples will not be driven into the structure, furniture, fixtures or fittings or any part of the Venue.

Signs, advertisements and notices will not be affixed to walls, doors, windows or other surfaces unless the Hirer has first obtained the permission of the Council.

INDEMNITY AND INSURANCE

1 The Hirer will indemnify the Council fully against all claims, proceedings, actions, damages, legal costs, expenses and any other liabilities in respect of any financial loss, death or personal injury, or loss of or damage to property, unless the Hirer is able to demonstrate that such financial losses, death or personal injury, or loss of or damage to property, was not caused or contributed to by its negligence or default, or the negligence or default of its staff or sub-contractors, or by circumstances within its or their control.

2. The Hirer must hold an insurance policy or policies with a reputable insurance company providing an adequate level of cover:

2(a) against fire and all other risks covering all property which the Hirer may bring into the Venue whether such property is their own or that for which they are responsible.

2(b) under a Public Liability Insurance policy which indemnifies the Hirer in respect of the risks incurred by the Hirer under this section.

2 (c) under an Employers Liability Insurance Policy, if appropriate, in accordance with legal requirements.

2 (d) Proof of insurance cover to conform with the provisions of this section must be exhibited to the Council, not less than 14 days prior to the commencement of the Let. Failure to exhibit proof of such insurance may result in the cancellation of the Let at the sole discretion of the Council.

PRE-EVENT MEETING

If required by the Council, the Hirer or their designated representatives will attend a Pre-event Meeting with the Council not less than 14 days prior to the date of commencement of the Let.

Should the Hirer fail to attend this meeting, the Council may cancel the Let.

The purpose of the pre-event Meeting is to reach agreement with the Hirer on matters relating to the Hirer's use of the premises. These will include ensuring that adequate provision has been made for the safety of all persons who may be involved in the Let, including Council employees, volunteers and contractors, audience members, participants and other members of the general public.

Following the Pre-event meeting, the Council will in writing to the Hirer confirm the requirements and conditions agreed to the Hirer and those requirements shall be deemed to be additions to these Conditions of Let and to form part of the contract between the Council and Hirer.

For the Let of the Auditorium for a public performance only:

The Hirer will nominate two representatives who will take responsibility for the effective management of key aspects of the Let, as follows:

- A "Stage Manager" who will take responsibility for all production and technical aspects of the Let, health and safety issues and matters relating to the cast and crew.
- A "Front of House Co-ordinator" who will take responsibility for all matters relating to ticket sales, merchandising, financial arrangements, stewarding and all members of the Hirer's organisation other than the cast and crew.

During the course of the Let, the Council reserves the right to issue instructions to, and to receive requests from the Hirer only through these designated contacts.

TECHNICAL MEETING

If appropriate, the Hirer may be required to provide a full technical specification which should include whether curtains to be open or closed and to allow technical team to assess equipment and staffing required, (only 1 technician is included in the package).

The Hirer may be required to attend a technical meeting with the Council to agree the requirements for the Let

CONTROL OF ADMISSION TO THE CENTRE

The Council may, if it deems it necessary, refuse admission to the Venue, or any part thereof, or eject any person who has already gained entry.

Use of the Venue or any part thereof is granted only to those participating in the activity for which the Let has been granted and who is either a registered member of, a guest of or a person employed by, the Hirer.

It is the responsibility of the Hirer's designated Stage Manager to maintain records of the number of cast and crew who are in the auditorium at any given time.

The designated Front of House Co-ordinator must maintain records of the number of additional volunteers, employees, contractors and guests of the Hirer present in the venue.

This information must be given on request to the Council.

Designated Stewards provided by the Council will be responsible for controlling admission to specific areas of the venue, and in particular for ensuring that maximum occupancy levels for these areas are not exceeded.

Every individual entering an area of the auditorium, regardless of age and whether or not they occupy a seat, must be counted towards the occupancy of that area.

Maximum occupancy levels within the venue are:

- Dressing Room 1:- 4
- Dressing Room 2:- 4
- Dressing Room 3:- 4/7
- Dressing Room 4:- 4/7
- Dressing Room 5:- 8
- Space 1:- 50
- Space 2:- 50
- Space 3:- 200 Theatre Style, 120 Cabaret
- Arts Studio 1:- 15
- Art Studio 2:- 6
- Meeting Room:- 20 Theatre, 12 Boardroom

The safe seated occupancy levels for the auditorium will vary between 292 and 300 depending upon the seating configuration agreed with the Council for any given event. The auditorium can accommodate a maximum of 4 wheelchairs in specific locations on Row F.

Supervision of any room used by the Hirer is the responsibility of the Hirer who will put in place adequate procedures and personnel for this purpose.

STEWARDING

The preservation of proper order within the Venue will in all cases be the responsibility of the Council, who will take any measures necessary to ensure public order and safety. The Hirer will assist in this regard by complying with any reasonable instructions issued by the Council.

The Council will assess individual events and will advise on the appropriate level of stewarding required.

In such circumstances, the Council will provide additional staff at the Hirer's cost, according to the Venue Hire Charges current at the date of commencement of the Let.

The provision of adequate first aid cover for any activity or event is the responsibility of the Hirer. The Council may call upon the Hirer to provide evidence of adequacy of those arrangements.

SETTING OF SCENERY, ETC.

The Hirer will obtain the prior written permission of the Council before any additional fittings or equipment, either mechanical or electrical, are brought within the Venue. These requirements will be discussed at the Pre-event Meeting.

The Hirer will be solely responsible for the safe and proper setting of scenery, etc.

Prior to permitting the use of any additional fittings or equipment, the Council will require to be satisfied that the Hirer has suitably assessed the risks inherent in the deployment and use of such fittings or equipment and has effective and safe plans of work in place.

All equipment of a technical nature, including sound, lighting or stage equipment will be under the control of the Council and no person may use any item of such equipment without its prior approval.

The Hirer will liaise with the Council to ensure that a designated staff member is present during all get-ins, rehearsals, performances and get-outs.

The Hirer will provide the Council with relevant risk assessments and safe systems of work for any activities or procedures, which the Hirer proposes to undertake within the Venue.

REMOVAL OF SCENERY, EQUIPMENT, ETC.

All scenery, property and other items belonging to the Hirer will be removed at the Hirer's expense at the termination of the Let unless prior alternative arrangements have been agreed with the Council, for which there may be a charge.

The Council reserves the right to check all property into and out of the Venue.

If the Hirer leaves behind any property after the let, other than with the prior consent of the Council, the Council reserves the right to dispose of that property in any manner in which it sees fit, subject to having offered to the Hirer in writing at least one opportunity, on 7 days notice, to remove the property from the venue or the premises.

The Council reserve the right to charge the Hirer for any costs incurred for the disposal of such property left at the end of the let.

Should in its disposal of any such property the Council realise any sum of money it shall be entitled to apply that money towards any sums due to it by the Hirer, before remitting any remaining balance to the Hirer.

LIGHTING, ETC.

No naked lights will be carried or matches used, nor any lighting apparatus interfered with during any performances without the prior consent of the Council.

No combustible or explosive materials will be brought into the Venue without the prior written approval of the Council. Any such materials will be passed to the Council for safe storage for the duration of the Let.

No alteration or addition to the existing lighting arrangements will be carried out and no additional power sockets will be installed, nor use made of existing power sockets without the prior written consent of the Council.

The Hirer will, upon request by the Council, provide the Council with relevant risk assessments and safe systems of work for any activities or procedures which the Hirer proposes to undertake within the Venue.

SUITABILITY AND SAFETY OF PORTABLE ELECTRICAL APPLIANCES

All portable electrical appliances brought into the Venue (e.g. sound equipment, lighting, extension cables, hair dryers, power tools etc) will be fit for their intended purpose, comply with current UK and EU regulations and carry current Portable Appliance Test Certificates.

Hirers will not be permitted to use equipment, which does not carry a current Portable Appliance Test Certificate.

Depending on time constraints and the nature of the equipment, the Council may be able to carry out an on-site Portable Appliance Test for which a charge will be levied on the Hirer.

The Council may prohibit the use of particular items of equipment if, in its opinion, the Hirer is not sufficiently trained to use such equipment in a safe manner.

The Council will not be responsible for any costs or losses incurred by the Hirer as a result of the Council's refusal to allow equipment to be used within the Venue.

The Hirer will, upon request by the Council, provide the Council with relevant risk assessments and safe systems of work for any activities or procedures, which the Hirer proposes to undertake within the Venue.

FIRE-SAFETY

The Hirer will, at its own expense, ensure that all scenery, props and hangings have been fireproofed in compliance with current fire safety regulations. Such items will be maintained in such condition throughout the Let.

The Council reserves the right to have designated staff inspect all items of scenery, props and hangings to ensure that they have been adequately fire proofed.

Hirers must not use within, or bring into, the Venue any flammable or otherwise hazardous materials without the prior written consent of the Council. Before granting such consent, the Council will ensure that all necessary material safety data sheets are available, and that the Hirer has an effective safe plan of work for using such materials.

SMOKING

NO SMOKING IS PERMITTED ANYWHERE IN THE VENUE.

ARRANGEMENTS FOR CLEANING

The Council will ensure that relevant areas of the venue are cleaned prior to performances and events.

At the request of the Council, the Hirer will make a reasonable number of its staff or volunteers available to assist with additional cleaning of the areas of the Venue used by the Hirer.

Specific cleaning requirements for the duration of the Let must be agreed with the Council at the Pre-event Meeting.

During Lets extending beyond a single day, in addition to areas of the venue used by members of the public, Council staff will clean dressing rooms used by the Hirer, provided that these have been left in a condition to allow such cleaning to be undertaken without the need for Council staff to move the Hirer's equipment and other belongings.

Unless other arrangements are agreed at the Pre-event Meeting, the cleaning of the stage and stage wings will be the responsibility of the Hirer for the duration of the Let.

At the termination of the Let all areas of the venue used by the Hirer must be left in a neat and tidy condition to the satisfaction of the Council.

The Council reserves the right to levy additional charges on the Hirer to cover the cost of excess cleaning if, in the opinion of the Council, the Hirer has not left the venue in a reasonable condition at the end of the Let.

The Council reserves the right to charge the Hirer for any costs incurred for the disposal of large items of refuse or unreasonable amounts of rubbish left at the end of the Let.

EMERGENCIES

In the event of an emergency during a Let, it is agreed that the Council may require that an event be stopped immediately in any or all parts of the Venue.

In the case of an emergency affecting the Venue, the Hirer is required to comply with the instructions of the Council and/or the emergency services.

The Council will not be responsible for any costs or losses incurred by the Hirer as a result of such a cancellation.

Where either any member of the emergency services or the Council gives a direction to the Hirer and that direction is ignored, or not complied with fully, the Council will have no liability for any injury and/or damage to persons or property which may result as a consequence thereof.

GENERAL ASSISTANCE TO BE PROVIDED BY THE HIRER

The Hirer will assist Council staff in ensuring that the Venue is maintained in a safe condition throughout the duration of the Let, including ensuring that:

- passages, corridors and doorways are kept free from obstructions
- fire appliances are not covered or blocked in any way
- unauthorised intruders or suspicious activity are reported promptly to the Council
- any and all accidents are reported immediately to the Council

The Hirer will ensure that the areas they have let will be cleared of all persons by the termination of the Let

8 September 2010