**PRODUCTION COMPANY TERMS AND CONDITIONS**

**1.. DEFINITIONS**

The following terms shall have the meaning as set out below:

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| --- | --- |
| **Box Office Receipts** | Payments received from the public in respect of the viewing of the Production |
| **Company** | The Production company as detailed in the Contract Particulars  |
| **Contra Account** | The general ledger account to be used by the Theatre for the accounting of the Productions and all receipts and costs incurred |
| **Contract Particulars** | Means the specific details relating to the parties and the Production |
| **Financial Deal** | Means the agreed financial arrangements in respect of the Production as set out in the Contact Particulars |
| **Force Majeure Event**  | Means a situation which is beyond the reasonable control of a Party and shall include but not be limited to an Act of God, flood, storm, severe weather categorised as amber or red by the Met Office, fire, war, terrorist act, riot, strike or other industrial action, pandemic, epidemic, or act, advice, guidance or order of Government. |
| **Local Authority** | Nottingham City Council |
| **Opening Performance** | The first performance of the Production at the Venue |
| **Production** | The show/event as detailed in the Contract Particulars |
| **Resident Manager** | Peter Ireson, Venue Director, Theatre Royal and Royal Concert Hall, who is responsible for the day to day management of the Venue |
| **Rider** | Means the document to be provided by the Company setting out any specific requirements for the Production |
| **Technical Equipment** | Equipment belonging to the Theatre used for the normal day to day stage, electrical and sound functions |
| **Technical Staff** | Theatre staff who are responsible for the technical operations at the Venue |
| **Venue** | The venue where the Production is to be performed and as set out in the Contract Particulars |
| **Visiting Manager** | The individual from the Company having day to day management responsibility for the Production |
| **Working Days** | Administrative working days being Monday to Friday and excluding any statutory or bank holidays in England and Wales. |

**2. COMPANY RESPONSIBILITIES**

The Company shall:

(i) provide the Production at its own expense;

(ii) be capable of presenting the Production and with reasonable provision for understudies;

(iii) provide all properties, costumes, scenery, furniture, band parts and instruments, and shall subject to clause 3(vi) provide storage for the same at his own expense if no space is available in the Theatre;

(iv) obtain in respect of the Production all necessary licences or permissions, and pay all copyright royalties, or other fees in respect thereof other than fees payable by the Theatre under PRS Tariff T for overture, entr’acte and incidental music; PRS n/a

(v) take appropriate advice in respect of and have in place a valid Child Performance Licence where applicable for the Production.

(vi) Provide the Resident Manager with at least two months’ notice that minors and/or adults at risk are performing; in order that appropriate safeguarding arrangements can be discussed/agreed. Failure to give the Resident Manager requisite notice for Safeguarding arrangements may result in cancellation of the Production where the Company shall be liable for all related costs and/or the Company may incur a £250 administration fee.

(vii) provide on demand, and in any event no later than 4 weeks prior to the Opening Performance, a copy of the script to be performed together with scene and lighting plots and requisitions in order that the Theatre’s Technical Staff, are fully aware of Production requirements;

(viii) advise the Resident Manager of any material or language which is of an adult nature, and could or is likely to offend, that will form part of the Production;

(ix) advise the Resident Manager if smoking will occur on stage and provide
evidence that it is an integral part of the performance;

(x) advise the Technical Director, no later than 6 weeks prior to the Opening Performance of the Production, if any animal will be required in the Production and to provide copies of all current animal licences, together with an undertaking to comply with all RSPCA guidelines for the care of performing animals. For the avoidance of doubt, no other animals, other than assistance dogs or those notified under this provision shall be permitted within the Venue and to do so will require the immediate removal of the animal and incur a fine of £500 imposed by the Theatre.

A (negotiable) cleaning charge may also apply for animals permitted to enter the backstage to cover the removing of any traces of fur in case of the next room user suffering allergies and for any fouling incurred.

Insurance/certified documents will be required for assistance animals; including sufficient public liability.

(xi) notify the Technical Director no later than 8 weeks prior to the Opening Performance of any requirement to remove seats at the Venue for any purpose, including but not limited to the creation of an orchestra pit, use of an anti-rake or sound mixing/equipment purposes that may result in any sightline issues;

(xii) pay all additional costs incurred where the Company fails to either meet any timescales set out in these terms and conditions, or requires any Theatre resources in addition to those set out in these terms and conditions and the Contract Particulars.

(xiii) ensure that all members or artistes in respect of the Production appear in each performance, or the Visiting Manager shall provide a suitable and efficient deputy for each absent member to the satisfaction of the Resident Manager.

(xiiii) Return a signed copy of the contract within the time frame specified upon its issuing. Failure to comply may result in an administration fee of £250 and no guarantee that any requested amendments will be accepted.

**3. THEATRE RESPONSIBILITIES**

The Theatre shall:

(i) Provide the Venue, together with all Technical Equipment and stock scenery as normally installed with all heating and lighting as normally available;

(ii) Provide, using reasonable endeavours, administrative, front-of-house and cleaning staff as reasonably required for the proper and efficient running of the Venue, together with up to Head of Stage +1 and Head of LX + 1 for each performance, save the Theatre shall not be liable for providing such staff, and the Company shall have no financial claim against the Theatre, where there is unavoidable absence which may be caused by illness, strike, lock-out, dispute or Force Majeure Event. Any additional staff requirement by the Company must be made at least one week prior to the Opening Performance and the Company shall be liable for any additional costs of these staff;

(iii) Provide Technical Staff in accordance with these terms and conditions and the Contract Particulars. Late changes to requests for Resident staff by the Company may result in an administration fee of £250;

(iv) Obtain in respect of the Venue all necessary operational licences or permissions (for the avoidance of doubt this shall not include Production specific licences which shall be the responsibility of the Company);

(v) provide reasonable storage facilities for sufficient scenery, properties and costumes necessary for the Production. In the event that more than one production is being mounted during a season at the Venue the Theatre reserves the right to limit the amount of storage available. The Company shall make its own arrangement for any storage outside of the Venue and be liable for all costs incurred in doing so, together with any associated staff costs.

(vi) keep in reasonable repair and condition the interior and exterior, including the walls, the structure and the ceiling of the Venue, so as not to prevent or hinder any Production.

**4. FINANCIAL OBLIGATIONS**

4.1 The parties agree to the Financial Deal as set out in the Contract Particulars.

4.2 On completion of the Production the parties shall agree the Contra Account, and following such agreement the Theatre shall pay to the Company any sum not in dispute.

4.3 The Theatre shall receive and bank the Box Office Receipts and provide the Visiting Manager, if requested, with true accounts of such receipts on a daily basis with weekly summaries.

4.4 Ticket prices and any associated discounts or offers shall be fixed by the Resident Manager after consultation with the Company whose advice shall be sought and acted upon where appropriate. The Theatre reserves the right to dynamically revise ticket prices, subject to demand and in consultation with the Company. Any additional income earned on these dynamically priced sales shall be shared between both parties by the same split as the original deal.

4.5 Where any advance payment is made by the Theatre to the Company prior to the final agreement in accordance with clause 4.2 this will be subject to:

1. the advance payment not exceeding the amount of the guarantee or percentage payable pro-rata over the number of performances up to the time the advance is made, with allowance for any contra charges that may be made; and
2. notice of at least 14 days is required before an advance payment will be made.

4.6 The Theatre will pay for the get-in up to a maximum of eight hours each at single time rates for 4 members of Technical Staff (inc HODs) unless otherwise agreed.

4.7 The Company shall pay for the getting out of all scenery, properties, wardrobe etc in accordance with conditions contained in any agreement between UK Theatre/BECTU currently in force and to remove all their luggage and scenery at their own expense on the night of completion of the engagement. If the Company fails to comply with this clause 4.7 the Theatre may remove and arrange for the storage of the same and recover all costs incurred from the Company.

4.8 The Theatre shall be exclusively entitled to the income from the exercise of all front of house privileges, including revenues from the sale of programmes, its own souvenir articles and revenue from bars and refreshment rooms.

**5. INSURANCE AND LIABIITIES**

5.1 Neither party shall be liable to the other for any indirect or consequential loss.

5.2 Each party shall ensure that they and all their employees and agents observe, carry out and abide by all conditions and regulations imposed by law or any competent authority with reference to or in connection with the Theatre or any performance therein and in particular to observe all fire and safety regulations including the fire proofing of the production to meet local requirements as set out in clause 7.

5.3 During this agreement the Theatre shall maintain in force insurance policies with reputable insurance companies, against risks that would normally be insured against by a prudent theatre in connection with the risks associated with this agreement.

5.4 During this agreement the Company shall maintain in force insurance policies with reputable insurance companies, against risks that would normally be insured against by a prudent production company in connection with the risks associated with this agreement, and produce to the Resident Manager on demand full particulars of that insurance and the receipt for the then current premium.

5.5 The Company’s liabilities under this agreement shall not be deemed to be released by the Company taking out relevant insurance policies.

5.6 Neither party shall do or suffer to be done in or about the premises anything whereby the other party’s policy of insurance may be invalidated or which may cause any increased premium to become payable for such insurance and shall at all times use all proper precautions to prevent loss or damage or harm by fire or accident.

5.7 The Company shall indemnify the Theatre in respect of any loss incurred as a result of any breach of this agreement or any negligent act of the Company, its employees, agents or sub-contractors.

**6, MARKETING, MERCHANDISE AND COMMUNICATIONS**

6.1 As soon as an agreement is reached to undertake the production (including confirmation of ticket prices and on-sale schedule) the Company shall provide the Theatre with show copy and digital images, to the specified sizes, for use on the venues social and digital media platforms. Any delay in receiving these assets will result in a delay to the venue marketing the show proactively and effectively.

6.2 The Company shall provide no later than 8 weeks prior to the Opening Performance all posters and leaflets to agreed sizes and quantities, all properly headed and dated.

6.3 The Company agrees to contribute an agreed amount as set out in the Contract Particulars, to the marketing plan which will be drafted by the Resident Manager and agreed and signed off in consultation with the Company. This plan will include all paid for marketing activity to be undertaken in respect of proactively promoting the Production locally, regionally and where agreed nationally.

6.4 The Company agrees to use best endeavours to secure the participation of all contracted artistes to undertake print media, digital media, radio and television interviews, photo calls and promotional appearances as the Resident Manager may reasonably arrange. Where a contracted artist is unwilling or unable to undertake such activity the Company must inform the Resident Manager at the earliest opportunity.

6.5 The Company will provide company photographs and biographies and production information for use within the Venue’s weekly show programmes. Unless otherwise agreed the Theatre shall be responsible for the printing and selling of programmes. The programme content shall be agreed between the Resident manager and the Company. The Company shall deliver the programme content to the Resident Manager no later than 5 weeks prior to the Opening Performance.

6.6 The normal Venue printing requirements are as follows:

|  |  |  |
| --- | --- | --- |
|  | Week Long (+) Shows | One/Two Night Shows |
| Leaflets | 10,000 | 7,000 |
| A3 Posters | 200 | 200 (if available) |
| Double Crowns | 20 | 20 |
| Four Sheet | 4 |  |

 These should be properly marked and identifiable as advised by the Theatre’s marketing department. A failure to provide information within the required timescales will result in a payment by the Company of 20% of the guarantee or percentage payable deducted on a weekly basis.

6.7 If the Company has articles for sale to the public then it shall advise the Resident Manager at least one week in advance of the Opening Performance. The commission rate for such items shall be 25% +VAT and the Theatre shall provide suitable staffing. Should the Production be touring a merchandise seller this rate may be reduced to 20% +VAT.

6.8 If the Company wishes to sell its own brochures or programmes exclusive of the Theatre’s in-house programme, the commission rate for these items will be 35% +VAT and should be agreed no later than 5 weeks prior to the Opening Performance.

**7. CONTROL PROTECTION AND THEATRE RULES**

7.1 The Resident Manager reserves the right to:

(i) superintend and control the Venue for the protection, accommodation and convenience of the public (which shall include the right to close the Venue for a Force Majeure Event or in the interests of public health and safety), and for the fulfilment of all obligations, terms and conditions of any and all licences relating to the Venue.

 (ii) object to any song, speech, dialogue, business, costume or gesture and the same shall be withdrawn or altered as the Resident Manager may direct.

7.2 The Company agrees that neither they nor any member of the Company shall personally address the audience, interfere in any manner with other artistes or employees, or go into the front of house without permission of the Resident Manager.

7.3 The Company shall carry out any instructions issued by members of the Theatre in connection with the parking of vehicles during the entirety of the engagement. Failure to comply with instruction will result in a £250 administration charge to cover liaison with Parking Enforcement and may involve the vehicle being ticketed or impounded.

7.4 It is a requirement of the Local Authority that all sceneries and hangings have been fire proofed before being brought to the Centre. In the event of the Local Authority objecting to the scenery brought by the Company, then this shall be fire proofed at the Company’s expense.

7.5 In accordance with CDM 2015 Regulations (“Regulations”), the Theatre requires the following information in advance from the Company.

 (i) All fire and safety regulations applicable to performances in theatres imposed by Local and Central Government shall be observed by the Company.

 (ii) Advance notice is required of any proposed use of flame/fire effects and pyrotechnics.

1. The Company shall ensure that all electrical equipment and tools brought to site comply with all relevant statutory requirements, including the *Electricity at Work Regulations 1989.* Such equipment and/or tools shall be operated and used in a safe manner and the Visiting Manager shall make available for inspection evidence that the equipment has been tested in accordance with the above Regulations.
2. All lifting and suspension equipment brought to site by the Company must comply with all current legislation and the Visiting Manager shall make available for inspection evidence that the equipment has been tested and examined in accordance with all current legislation.
3. The Company shall have carried out, and have available, risk assessment of all special effects in the production and of all perceived hazards associated with the unloading, manual handling, erection and reloading of all scenery and electrical equipment brought to the site.

7.6 All risk assessments, together with ground and lighting plans, must be supplied to the Technical Director at least one week prior to arrival. Written assessments of significant risks in the workplace are required by law – ref. The *Management of Health and Safety at Work Regulations 1992 (Regulation 3).*

7.7 Any show containing elements of construction should include a preliminary briefing at the start of the get-in for all Theatre and Company staff. This practice is in accordance with CDM 2015 Regulations and should be scheduled in advance. Furthermore, any set which poses difficulties for backstage access and safe movement in show conditions will require a set induction or briefing session for the show crew prior to the first dress rehearsal.

7.8 It is expected that the Visiting Manager or appropriate technical staff of the Company such as a carpenter or chief electrician will discuss with Theatre staff the fit-up of the production prior to commencement based on a prepared method statement.

7.9 The Visiting Manager will be required to provide an experienced responsible person familiar with the production and contents of the trailer / truck who will introduce themselves and liaise with Theatre staff and supervise the unloading and reloading of the trailer/truck.

7.10 The Company will be required to provide a short and concise written description of the scenery and equipment being delivered. This should be sent to the Technical Director with the Rider or at least one week prior to the arrival of the Production. Particular attention should be given to any unusual items or specific risks requiring additional controls to maintain safety. This will include:
- the approximate weight of those articles
- the approximate dimensions of those items
- the location of those articles in the trailer
- the order in which the contents should be unloaded and
 loaded
- details of any special storage used within the trailer (eg
 racking for board materials).
- details of any special securing requirements (eg.
 strapping of materials to prevent movement in transit).

7.11 The Company agrees to observe, carry out and abide by the following general rules particular to the Venue and any other rules for the time being in force at the Venue:

 (i) Smoking is prohibited anywhere in the building, smoking on stage would require a smoking statement and approval from Nottingham City Council

 (ii) Except where permission has been granted, only Company and Theatre staff engaged in the Production may go behind the scenes.

 (iii) No advertisement of any nature whatsoever may be exhibited on any scenery or effects carried or used in the Production, unless explicitly agreed by the Resident Manager.

 (iv) No articles shall be thrown from the stage to the auditorium, unless explicitly agreed by the Resident Manager.

 (v) No visitors are allowed in dressing rooms or back stage from the half to curtain down or on stage during fit ups and get outs. Names of all expected visitors shall be lodged at the stage door.

 (vi) Dressing rooms should be vacated 45 minutes after curtain down.

**8. ACCESSIBLE PERFORMANCES**

8.1 It is the Theatre’s policy to make performances as accessible as possible and to continue to grow audiences for audio described as well as captioned and British Sign Language ("BSL") interpreted performances.

8.2 The Company will engage in the provision of such performances where reasonably possible, and will provide as soon as reasonably practicable after the date of signing of this agreement and in any event no later than 4 weeks prior to rehearsals, a copy of the script (preferably MS Word) and a recording (DVD or electronic transfer of file) (if available) of the Production. Where an up-to-date recording is not available in advance, permission is given for the Resident Manager to undertake a recording at the earliest opportunity when the show is on site (on the understanding that these recordings are used for the sole purpose of access preparation and will be returned to the Visiting Manager on completion of the access performance)

8.3 The default position for any BSL interpreter is on stage. The Visiting Manager must advise prior to ticket sales which side of the stage would be appropriate so that appropriate tickets in the auditorium can be sold to users.

8.4 For audio described performances a touch tour will require programming to take place prior to the performance at a mutually agreed time.

8.5 For a captioned performance the captioning equipment is usually positioned in the front side boxes of the Dress Circle. If the Production will require the use of these boxes, it is the Visiting Manager’s responsibility to inform Resident Manager as soon as possible and at least 4 weeks prior to the ticket sales.

8.6 A free ticket for a personal assistant (PA) is available for any deaf or disabled person who has purchased a ticket to an event or performance and would be unable to attend without the help of their personal assistant.

8.7 Relaxed performances are specifically designed and adapted for customers with a wide range of disabilities and those on the autistic spectrum. The Company shall advise if a performance on the current schedule can accommodate the adjustments and adaptations needed for this type of performance or whether an additional performance could meet these requirements.

8.8 Understanding how a person with autism communicates is vital to supporting them to access the arts and the venue is accredited with the Autism Access Award from the National Autistic Society.

8.9 The parties shall agree any financial contributions towards the cost of access performances. The Theatre’s Access Manager can provide further information in this respect.

**9. CANCELLATION/TERMINATION**

9.1 If there shall be some supervening or Force Majeure Event which shall render this agreement incapable of being performed in the manner reasonably contemplated by the parties then it shall be suspended for as long as such incapacity shall continue and the performance may be rescheduled to a mutually agreeable date and any payments due shall be apportioned by mutual agreement. For the avoidance of doubt the Company’s failure to meet any of its obligations under this agreement shall not be considered a supervening event. Refunds will be offered at the total discretion of the Authorised Officer

9.2 In the event of the Company cancelling the Production with notice of more than six months, the Company will be liable for a reasonable estimate of the Theatre’s losses based on any third party marketing expenditure

9.3 In the event of the Company cancelling the Production with notice of less than six months, the Company will be liable for a reasonable estimate of the Theatre’s losses based on a reasonable expectation of the final box office revenue and any third party marketing expenditure.

9.4 The parties shall use reasonable endeavors to mitigate losses for any postponement or cancellation.

9.5 If the Company fails to provide a suitable deputy for any named artiste to the satisfaction of the Resident Manager this shall be deemed sufficient grounds for the Theatre to terminate this agreement and the Theatre shall not be liable to the Company for any costs, expenses or remuneration incurred by the Company. In addition, the Company shall be liable for all costs incurred for tickets, funding box office receipts, Theatre staff costs (incurred specifically for the Production), and

9.6 In the event of failure to agree on a sum payable, arbitration will be via UK Theatre (“UKT”)

9.7 The Theatre reserves the right to close the Venue where it considers it necessary for a Force Majeure Event. The Theatre shall consult with the Company and the Parties shall use their reasonable endeavours to consider the risk and minimise any potential loss arising from such closure. The Theatre shall have no financial liability to the Company where it exercises its discretion under this clause 9.7.

**10. ASSIGNMENT**

The Company shall not be entitled to assign, novate or otherwise sub-contract this agreement without the express written consent of the Theatre.

**11. DISPUTE RESOLUTION**

Any dispute arising out of the Contract shall be referred for a binding decision to the UKT if the parties disagree and, in default of agreement to a single arbitrator to be appointed by the President for the time being of UKT.

**12. NOTICES**

12.1 Any notices to be served under this agreement on the Theatre shall be sent to the addresses as set out in the Contract Particulars and marked for the attention of the Resident Manager.

12.2 Any notices to be served under this agreement on the Company shall be sent to the addresses as set out in the Contract Particulars and marked for the attention of the Visiting Manager.

12.3 Any notice given to a party under or in connection with this agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service.

12.4 Any notice shall be deemed to have been received:

  (i)  if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

  (ii)  if sent by pre-paid first-class post or other next working day delivery service, on the second Working Day after posting or at the time recorded by the delivery service

**13. ENTIRE AGREEMENT**

 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

**14. GOVERNING LAW**

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.