

COTTIERS THEATRE HIRE AGREEMENT



Cottiers Theatre, 93-95 Hyndland Street, Glasgow G11 5PU

0141 357 4000

www.cottiers.com

1. General Terms of Hire

- a. By signing the hire agreement, the hirer (you) confirms that you have read and agree to abide by all the terms & conditions in the hire form and in this accompanying Terms & Conditions document.
- b. HIRE COSTS
 - i. Your estimated hire cost will be made up of the standard let fees, any equipment hire fees shown on this form and any additional hours requested on this form (outside the standard let hours). Additional hours are charged at **£20 per hour** (inc. VAT)
 - ii. The hire fee is inclusive of VAT. VAT invoices will be issued on behalf of FACT Three (Cottiers Theatre) by SCENEngineering Ltd
 - iii. Once your hire has been confirmed, we will issue a deposit invoice for 25% of your total estimated hire cost.
 - iv. **This deposit is NON-REFUNDABLE.**
 - v. During your hire, any additional equipment hire or additional hours must be agreed by you in writing.
 - vi. Up to 14 days after the end of your hire, we will issue a second invoice for the remaining 75% of your estimated hire cost. Any additional equipment hire or hours added during your let will be added on to this final invoice.
 - vii. We act as an agent in the sale of your tickets, which means all the ticket revenue (exc. our ticket admin fee) belongs to you. Most customers opt to let us to retain the money owed under their final invoice from the ticket revenue we've collected.
 - viii. If you would prefer not to do this, please email karen@cottiers.com to notify us. We will then issue a second invoice for the remaining 75% of your estimated hire costs, which will be due before the first day of your let.
- c. CONFIRMATION OF HIRE
 - i. Hire agreements must be completed, signed and returned no later than 90 days prior to the first date of your hire period in order to secure dates.
 - ii. Any dates reserved may be released and made available to other hirers in the event we have not received your completed hire agreement and deposit at least 90 days before the first day of your hire.
- d. CANCELLATION OF WHOLE HIRE
 - i. If you decide to cancel your hire after it has been confirmed, you must notify us by email to karen@cottiers.com at least 90 days before the first date of your hire.
 - ii. The deposit paid to secure your dates is **non-refundable**. Once your hire has been confirmed, the deposit invoice is payable and the deposit will not be returned if you later decide to cancel.
 - iii. If you decide to cancel your hire less than 90 days before the first date of your let, you will be charged the full estimated hire fee for your whole let.
- e. CANCELLATION OR CHANGE TO PERFORMANCES WITHIN A RUN
 - i. If you want to cancel, change or add a performance or performances within a run, you must notify us by email to karen@cottiers.com at least 7 days before the date of the first affected performance.
 - ii. If you cancel a performance within a run less than 7 days before the date of the affected performance, you will have to pay £150 for each cancelled performance.
- f. REMUNERATION
 - i. Within 14 days of the end of your hire, we will send you an account summary showing how many tickets were sold, the value of the tickets, and the total cost of your hire. This cost will include your 25% deposit, the remaining 75% of your estimated hire fees, plus any overtime and equipment hire charges accrued during your event.
 - ii. We will normally retain your outstanding hire fees from ticket money taken in through our Box Office. If your show has generated a surplus (we've taken more

money through the Box Office than you owe for your hire) we will transfer the balance to the bank account shown on your form within 7 days of sending the account paperwork.

- iii. If your show has not generated enough ticket income to cover all your remaining hire costs, we will retain as much ticket money as is available and send you an invoice for the remaining balance.
- iv. Whether your show makes a profit or a loss, you are still liable to pay the full hire fee for your let.

2. Areas let and access to the building

This agreement gives your company access to the main theatre space in the ground floor of Cottiers Theatre, to the dressing rooms at either side of the auditorium and to the north corridor, which can be used as a crossover. The doors into the North Corridor and the North Corridor itself form part of a fire escape from the venue, so must be kept clear of any obstructions at all times. **The basement, balcony, pulpit and any areas under construction or restoration are strictly off limits.** Anyone found in these areas will be asked to leave the venue. Our venue is an historic church building, undergoing ongoing restoration and renovation, so going into off limits areas can put you, your company and our staff at risk of serious accident and injury.

Access to the building is via the main theatre door, just inside the doors in the corner of the courtyard. This entrance must be used by all cast, crew and audience members during rehearsals and shows. During load-in/load out, the stage door entrance at the south west side of the building may be used by arrangement with the theatre technician. You can contact the technician by emailing technical@cottiers.com

Equipment must not be brought through the bar, restaurant or service areas of the building.

3. Damages

—By signing the hire agreement, you agree that you are liable for any damage caused to the building and equipment by, or arising from, your hire of the venue. You also agree that you are liable for any damaged caused to the building and equipment by any third party equipment, suppliers, contractors or other parties engaged or arranged by you.

You use all in-house facilities and equipment at your own risk. As Cottiers Theatre is a listed building, inside and out, **no fixings or equipment shall be affixed to or mounted on the balcony or pulpit areas.** Any repairs to the venue required to repair damage caused by or arising from your hire will be charged at full market value following the appointment of conservators and contractors to repair the listed items.

Smoking is not permitted anywhere in the building.

Naked flames, silly string and spray paint are not permitted anywhere in the theatre.

4. Fire, Health & Safety

Every visiting company must allow time in their schedule on their first day in the building for a ten minute fire safety/venue familiarisation briefing given by the Technical Manager or Venue Technician for the day.

All corridors must be kept clear. All fire exits and fire doors must be kept clear at all times. Fire doors must not be propped open. Please make sure that you never hang anything from light bulbs or electrical fittings in dressing rooms or onstage.

Any electrical equipment you or your company bring into the theatre must have a valid PAT test certificate, including hair straighteners, tongs, hairdryers, phone chargers etc.

Hair straighteners, tongs, hairdryers etc. must never be left unattended when plugged in.

In the event of a fire alarm being sounded, please leave the venue quickly and calmly by the nearest available exit. Do not stop to collect any personal belongings. Do not attempt to re-enter the building until the venue technician confirms the fire service believe it is safe to do so.

If any of your company is involved in an accident or is injured whilst in the building, please contact the venue technician as soon as possible so that the details can be logged in the accident book.

You accept full responsibility for the proper conduct of all members of your company at all times while you are using the building.

5. Insurance

The theatre maintains employer's liability and public liability insurance to cover staff and equipment provided directly by us for your hire.

All hiring companies must have their own public liability insurance and employers liability insurance to cover all aspects of your event and to protect your own staff, company, crew and audience along with any third parties brought into the venue by you or on your behalf. This should cover personal accident or injury, damage, loss or theft of furniture, properties, set, costumes, personal effects or any other items or equipment which you are bringing into the building. We do not accept any liability for any of the above.

By signing the hire agreement, you confirm that you accept responsibility for any accidents, injuries or damage caused by action or inaction on the part of the hirer and that you will be liable for any claims or compensation arising from such accidents, injuries or damage. Proof of insurance must be available prior to the first day of your hire.

Events with no outside technical staff or sets require £1,000,000 insurance.

Events with technical staff and or/sets and equipment brought in from external suppliers require £5,000,000 insurance.

6. Scenery and other props or staging

All scenery brought into the building must be of a fireproof type or treated to the satisfaction of the Fire Authorities. All scenery and set pieces must be prepared before arrival. Cottiers Theatre will not provide any set dressings, flats, tools or set construction equipment. (Other than those stated in the Tech Spec)

Cottiers Theatre does not currently have storage space available outwith the main theatre space and we cannot store props, costume or set either before the first day of your hire or after the last day of your hire. All props, set and costume must be removed from the theatre on the last day of your hire.

You are responsible for ensuring that any theatrical weaponry brought into the venue for your event is correctly stored and managed. This includes providing suitable locked containers, making sure that you are legally permitted to carry or use the items as part of your event, notifying any relevant authorities including the police and taking sole responsibility for any accidents, injuries, losses or

damages arising from the use, handling or storage of these items.

7. The following services are **included** in your Hire Fee:

- 1 x venue technician to assist with set up and to operate lighting/sound
- Box Office Staff to sell tickets and distribute pre-booked tickets for collection
- Bar/Refreshment Staff
- Publicity on our Website, Social Media and by display of posters and flyers in the theatre foyer.

8. The following services are **not included** in your Hire Fee:

- Publicity and promotional activity except as specified (6) above.
- Printing and/or distributing of posters and flyers anywhere outwith the venue
- Backstage Staff
- Chaperones
- Stewards or security staff
- Payment of PRS/PPL fees as required
- Administration of tickets sold through other ticket suppliers

9. Venue Technician

We provide one venue technician as part of your hire. The venue technician will support you with your get in and while you set up your event, provide technical assistance in relation to the theatre and its systems, and can operate lighting and/or sound for you during your event. Please remember that for some events it may not be practical for a single technician to operate both lighting and sound together. Please take this into account and, if necessary, consider hiring a second technician or providing your own technician as appropriate.

Additional venue technicians are charged at £20 per hour (inc. VAT). The minimum call for a technician is 4 hours.

The venue technician must be in the venue at all times when you are there. No one from the hiring company is allowed to access the venue unless the technician is in the building. This is true even if you are providing all your own technicians for the event.

If your let extends beyond the standard full-day or half-day hours, you will have to pay an overtime fee for the venue technician for each additional hour. Overtime is charged at £20 per hour (inc. VAT)

The venue technician is not responsible for the running of your show. You must have your own designated stage manager who takes responsibility for your cast, crew, equipment and for running your event.

10. Capacity

Cottiers Theatre is a flexible multi-use space. Audiences can be seated cabaret style, seated in rows, or standing.

The maximum capacity for Cabaret Style seating is 150.

The maximum capacity for rows of seats is 200. This can be extended to 250 by hiring additional chairs at a cost of £3 per chair (inc. VAT)

The maximum capacity for an all standing audience is 400.

We reserve the right to allocate up to 6 seats/tickets in the auditorium as complimentary house seats for Cottiers staff or guests.

11. Box Office

a. BOX OFFICE CONTACTS

- i. We provide a box office service as part of your hire. Customers can book via our website www.cottiers.com
- ii. Customers can also call our Box Office number 01413574000 or email boxoffice@cottiers.com
- iii. Phone messages and emails are checked at least once per day on Tuesdays to Saturdays only.

b. PAYING FOR TICKETS

Payment for tickets is accepted online using Mastercard or VISA credit or debit cards.

Payment for tickets bought in person at the Box Office can be paid for using cash, or Mastercard or VISA credit or debit cards. We cannot accept American Express cards.

c. COLLECTING TICKETS

Customers can collect their tickets at the theatre on the day of your event, or can request Print at Home tickets which are sent to them by email. We are happy for customers to display their Print at Home tickets as an electronic copy on their phones or tablets - we don't insist on a paper ticket being produced. Customers can also ask for tickets to be sent to them in the post when they are ordering. Tickets sent by post incur an extra £2 charge per order.

Customers who have lost their tickets can request replacements to be printed on the day of the show, provided they can produce ID in the name of the customer who made the original booking.

Audience members will not be allowed into the auditorium unless they can produce a valid ticket.

d. RESERVING TICKETS

Customers who phone the box office or attend in person have the option to request tickets be reserved for them, to be paid for at a later date. Our normal policy is to hold reserved tickets for customers up to and including the date of the event, unless the performance is otherwise sold out. We don't currently impose any penalty against customers who reserve tickets but don't then complete the purchase.

e. TICKET FEES

Our Box Office uses a ticket sales software called SABO which is provided by a company called Seat Advisor. This service charges a per ticket fee for processing sales. To cover the cost of this fee, we add a **£1.50 per ticket** fee to the price of each ticket for your event. This fee is payable no matter which way a ticket is booked, including in person. All your publicity material should show the total cost payable by customers INCLUDING THE £1.50 PER TICKET FEE. We recommend showing the price as £Y (inc. ticket admin fee)

f. SETTING TICKET PRICES

We act as an agent in the sale of your tickets – any ticket revenue (exc. our ticket admin fee)

belongs to you.

You can set your ticket prices to any amount you like. Please bear in mind, though, that you are liable to pay the full hire costs even if you don't sell enough tickets to cover the cost.

If you want to set any special discounts (for example, an early bird price for people who book before a certain date, or a group discount price) please email details to karen@cottiers.com and we will do our best to help you.

g. SELLING THROUGH MORE THAN ONE TICKET SUPPLIER

You have the option of selling some or all of the tickets for your event through another supplier if you wish. However, as part of your let, we request a minimum of 50 tickets for each performance be available for sale through our Box Office.

If you are selling tickets through more than one source, your company will have to provide someone to man the Box Office alongside our staff for every performance. This person will be responsible for distributing tickets and dealing with any queries about tickets sold from other suppliers. We cannot produce any tickets for sale through other sources or for customers to collect on the day of the show – we can only print off tickets for seats sold through our Box Office.

If you choose not to allocate us any tickets to sell through the box office, you will have to pay an **administration charge of £75** on top of your hire costs.

h. CHILDREN AND CONCESSIONS

We normally allow children under 2 to be admitted free of charge, provided they sit on a parent or guardian's knee.

Our normal concessions policy is to offer concessions to under 16s, over 60s, students, disabled patrons, carers accompanying disabled patrons and the unwaged.

There is an option to adjust concession categories on the hire form if you wish.

12. Equipment Hire

Any lighting or sound equipment hired from an external supplier and/or brought into the building must be compatible with the present system and must never be used without the approval of the venue technician.

Any deliveries of lighting and sound equipment by third party suppliers must be arranged at least 7 days in advance with the venue technician and must take place during your let hours. If you need to have items delivered outside your let hours, you will need to pay for a venue technician to come to the theatre and provide access. This will be charged as overtime at £20 per hour (inc. VAT) with a minimum 4 hour call.

A list of regularly requested equipment is included in the hire agreement. If you need help sourcing any other equipment, please contact the venue technician on technical@cottiers.com and we will do our best to help.

13. Marketing

We don't have a marketing department or a press team at present, so we cannot help with advertising your event or generating press coverage beyond listing your show on our websites and on our social media accounts (Facebook and Twitter). You will need to arrange any advertising, press coverage or distributing of flyers and posters outside the theatre yourself.

a. WEBSITES

We list every show that we are selling tickets for on our website www.cottiers.com

We like to include some images in these listings to make them more appealing to customers.

On www.cottiers.com we include a banner image at the top of the listing page. This image should be 940px wide by 300px high.

This image should include the title of your event.

It's great to add a couple of photos or other images into the body of the listings. These can be any size or shape.

b. POSTERS AND FLYERS

We have space to display about 4-6 posters for each event foyer of the theatre. These should be A3 portrait size. We can also display up to 250 flyers in the foyer of the venue. Please send flyers and posters to Cottiers Theatre, FAO Venue Technician, 93-95 Hyndland Street, Glasgow G11 5PU.

All your flyers and posters should show the total ticket price your customers will pay, including our £1.50 ticket admin fee

You are not allowed to put up any posters or flyers in the venue directly and you must never stick anything directly to the walls using Sellotape, Blu-tack, glue, thumb tacks or any other type of fixture which can damage the walls or décor of the venue.

Posters are only allowed to be displayed in the frames fitted for this purpose and must be put in place by the venue technician.

If posters or flyers for your event are put up outside the frames fitted, you will be liable to pay a **£75 repair charge** to restore the walls and décor

We reserve the right to refuse to display posters or flyers if we believe they would offend or misrepresent any living person or organisation.

14. Cleaning

You are responsible for ensuring that dressing rooms are kept as clean and tidy as possible at all times. At the end of your hire, you and your company must remove all your personal property from the dressing rooms and any other offstage areas you have used, return any items borrowed from elsewhere in the building to their correct place (for example – cups, glasses, plates, cutlery etc) and make sure that all rubbish is placed in the bins provided. If the dressing rooms are not left in a clean and tidy state, you may have to pay a cleaning charge of £100.

Any props, personal belongings, equipment or scenery used by your company and not reclaimed from the theatre within 2 days of the end of your hire will be disposed of.

15. Performance Licensing and PRS/PPL

It is your responsibility to make sure that all the relevant performing licences are in place for your event. We accept no responsibility for any losses incurred as a result of an event being scheduled without the relevant permissions and licenses.

It is your responsibility to arrange PRS/PPL for your event.

16. Breach of Terms & Conditions

We reserve the right to cancel any booking at any time up to and including the date of your event if these Terms and Conditions are breached. We will notify you of any cancellation by email to the address shown on your hire form.