

Additional Terms and Conditions for Stage/Music Productions

Booking

Requests for bookings will only be accepted on full completion of the DMTC booking form.

JR Light and Sound are the preferred provider of technical light and sound equipment.

Unless specific arrangements are made with the Town Clerk, the Hall is not available for hire on Sundays.

An administration charge will be invoiced for repeated changing of dates.

Set-up and set-down time must be included in your booking and will be charged at the standard rate– this cannot be arranged at a later date.

Deposit

On signing the contract to hire the Town Hall, the hirer will pay a non-refundable deposit based on the number of days hire as per the table below.

No of Days Booked Deposit Required

1 day £100

2 - 4 days £200

5 - 7 days £300

8 days and over £500

1. The hire will not be considered binding until the deposit is received.
2. The balance of the hire will be due no later than one month prior to the event unless negotiated with the Town Clerk.
3. Any other charges incurred by the hirer will be invoiced to the hirer and payment will be due 30 days after the final performance eg to cover any damages.
4. The hirer will provide, at their own expense, any additional equipment not offered by DMTC

CANCELLATION

In the event of the Hirer cancelling, the following will apply:

1. DMTC shall have the absolute right to cancel any contract of hiring at any time at its own absolute discretion and shall not be liable for any claim, cost, action, demand, or compensation in respect of any loss or damage arising from such cancellation. Any deposit paid would be refunded.
2. Without prejudice to their rights of cancellation or repudiation herein contained, DMTC shall be entitled summarily to cancel the hiring at any time before or during the hiring: -

- a. If the hirer fails to observe the requirements of any of the conditions set out above or below.
- b. If at any time prior to the commencement of the function the programme or other details of the particulars referred to in the application form have not been supplied or if supplied have not been approved by or on behalf of DMTC.

CONDITIONS, LICENSES AND COPYRIGHT

1. The hirer will not sublet any part of the hired premises.
2. Unless otherwise arranged, ensure that the performance ends before 22:30.
3. The hirer will not sell alcohol without permission from the licence holder and will be subject to the conditions set out by the Licensee.
4. Hirers should ensure that that there is no nudity or bad language used on the stage.
4. Obtain all necessary licenses or permissions and pay all copyright royalties or other fees in respect of the production.
5. The hirer shall indemnify DMTC against any infringement of licensing or copyright which may occur during the hiring.
6. Any unlicensed photographing or video recording of any copyright material is strictly prohibited.
7. Where minors are involved in performances: -
 - a. DMTC will not allow the taking of photographs or filming of any activity in the theatre by anyone other than the person(s) authorised by the Hirer and agreed upon in advance by the the Town Clerk.
 - b. Participants and parents / carers / guardians must be informed by Hirers if a photographer will be in attendance at an event and Hirers must ensure they have consent to both the taking and publication of films or photographs.
8. PRS - The hirer will complete a PRS declaration form in respect of all music used in the production, including music written for the production, published works, incidental, entr'acte and exit music, whether recorded or performed live and showing gross/net box office receipts. The hirer will also supply a copy of their programme. A charge (+VAT) for PRS will be applied.
9. The hirer will comply with the conditions as set out in the Town Hall Premises Licence.
10. Effect and maintain such insurance policies as may be required to cover all requisite statutory and other liabilities and to ensure that all staff/members and others engaged on behalf of the hirers are covered by the hirer's liability insurance. Copy of all relevant certificates must be forwarded to the Town Clerk prior to the event or the beginning of the hire period.
11. Hirers will already have public liability insurance cover for their usual activities, but it is strongly recommended that the insurance company concerned should be advised in writing of the working of DMTC's conditions and confirmation obtained from such insurers that the policy is fully operative in respect of the use of the Town Hall.

12. When using minors in performances, obtain such licenses as required to satisfy statutory and other legal liabilities regarding performances and the chaperoning of minors whilst on the Council's premises.

13. When there is more than one performance on the same day, please ensure that there is, at least, ninety minutes between the end of one performance, and the beginning of another.

HEALTH & SAFETY

1. Jointly with DMTC, ensure that all staff/members and others engaged on behalf of the hirer maintain adequate standards of health and safety throughout the visit in accordance with the appropriate legislation.

2. When rehearsing or performing, the company will be able to provide the Town Clerk with registers or lists of whom they have rehearsing/performing in the building.

3. The Duty Caretaker is a designated First Aider should you require first aid. With large groups it is helpful if you also have thought through provision of additional First Aid cover backstage and have informed the Duty Caretaker of any additional cover you are able to provide.

4. Ensure that all staff/members and others engaged on behalf of the hirer are made aware of the Town Hall's Fire & Evacuation procedures and have nominated a representative who has agreed to be the point of contact for safety, and who will be conversant with our evacuation procedure and be briefed by the Duty Caretaker.

5. No more than 290 persons will be allowed inside the whole of the Town Hall. This includes all performers, front of house, technical staff, all Town Hall staff, other hirers and the public. This number is reduced where furniture, bar etc is in place.

6. A competent person as approved by the Town Clerk must operate all stage, lighting and sound equipment.

7. All additional equipment supplied by the hirer must be approved by the Town Clerk and if electrical have been subjected to Portable Appliance Testing.

8. Ensure that all scenery, stage props and drapes have undergone flame-retardant treatment in accordance with the Town Hall license. Please note that there are LOLER restrictions on the existing stage frame.

9. All pyrotechnics, dry ice machines, real flame (including cigarettes and candles), smoke and foam generators are forbidden.

DMTC retain the right with other statutory bodies, to summarily prevent or stop a performance for whatever reason, if they consider all or part of it to be detrimental to the safe operation of the Town Hall or Council.

SECURITY

1. The hiring does not entitle the hirer to use or enter the hired premises at any other time than the specific hours for which they are hired unless prior arrangements have been made with the Town Clerk.
2. The hirer shall ensure that no undesirable person is permitted to enter, remain or otherwise make use of the hired premises.
3. DMTC retain the right to refuse entry to anyone whose presence they consider for whatever reason to be detrimental to the safe operation of the Town Hall and the Council.
5. CCTV cameras are situated to the front and sides of the Town Hall.
6. Hirers are responsible for the safety and security of any technical equipment they may bring into the Town Hall. Please note this will not be covered by the Council's insurance.
- 7 For safety reasons, the following conditions must be observed.
 - a. Hirers must provide a minimum of four designated audience Stewards/Ushers for each performance.
 - b. All stewards and ushers must be over 16 years old and suitably trained/briefed by the Hirer who will explain safety and emergency procedures before the performance starts.
 - c. The designated Stewards/Ushers must remain in the room throughout the performance in accordance with the Fire Regulations.
 - e. All designated stewards and ushers must remain on duty at the doors during the interval and remain in the room until the last member of the audience has left.
 - f. All stewards and ushers must be clearly identifiable, and their sole responsibility is to supervise the audience in the room.
 - g. No alcohol should be consumed by any ushers/stewards whilst they are 'on-duty'

LOSS OR DAMAGE

1. The hirer will be held responsible for the theft, loss or damage of any property or equipment belonging to DMTC and made available for the hirer's use.
2. DMTC accepts no responsibility for the loss or damage of any items belonging to the hirer or any of their company. Security of personal items is strictly the responsibility of the hirer. Please take all your possessions away with you at the end - unfortunately we cannot take responsibility for things left behind by hirers. Items will be disposed of, and you will be charged the cost of clearance.
3. DMTC is not liable for any loss to the hirer due to flood, fire, breakdown of equipment, failure of supplies or other unforeseen intervention.

TECHNICAL SUPPORT

1. The days and times booked must include time for rigging the lights, fitting up of the set and rehearsal time. Because of the demands on the space, get-outs should normally be done immediately after the last performance. If it cannot realistically be completed within this time, it must be booked for the following half day (excluding Sundays) and paid for at an arranged fee.
3. If Hirers overrun their time, 'out of hours' charges (charged at double normal rate) will be made per hour or part thereof (+VAT).
4. Unless the Hirer has its own technical equipment (PAT certified) and experienced technicians, JR Light and Sound should be contacted in the first instance to discuss requirements.

GUIDELINES FOR GOOD PRACTICE FOR CHILDREN IN PERFORMANCES AND THE PROVISION OF CHAPERONES

1. The welfare of children should always remain of paramount importance and DMTC is committed to good practice and a duty of care which protects children involved in activities within the Town Hall. Children are defined as being young people under the age of eighteen years.
2. DMTC staff have appropriate clearances and an enhanced check from the Disclosure and Barring Service (DBS). DMTC expects Hirers to obtain clearances and/or disclosures for staff or volunteers as necessary and appropriate.
3. DMTC will not allow the taking of photographs or filming of any activity in the Town Hall by anyone other than the person(s) authorised by the Hirer.
4. Participants and parents / carers / guardians must be informed by Hirers that a photographer will attend an event and Hirers must ensure they have consent to both the taking and publication of films or photographs.
5. Norfolk County Council provide Chaperone Licences and Hirers are expected to abide by the provisions therein.

Professional & Non-Professional Productions:

- The hirer should ensure they have the appropriate licences such as a Body of Persons Licence. A copy of the licence must be sent to the Town Clerk prior to your event. If this is not received, then the local authority will be notified, and this will result in a visit from them during the production.
- A chaperone shall oversee no more than 12 children, always.
- Make sure changing rooms are occupied by children only – split ages and male/female (children over 5 must be split boys & girls)
- The chaperone shall always oversee the child when in the Town Hall.

- Children cannot be allowed into their dressing room(s) until the chaperone is present, therefore the chaperone's timekeeping must be reliable.
- Licence holder is responsible for keeping records of when the children arrive and leave the Town Hall, but responsibility usually passed to chaperones. Parent/guardian/carer must sign children in/out.
- Contact details must be on file and readily available.
- A parent can chaperone their own child.

Signature

Print

Date