

HOWDEN PARK CENTRE

CONDITIONS OF LET

1.0 Fees and Charges

- 1.1 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 Council or found on the 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 will notify the Hirer and give them an opportunity to cancel the Let.
- 1.2 The Council will advise where Performing Rights Society fees are due. Where fees are based on box office income these will be invoiced after the Let.
- 1.3 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.
- 1.4 Payment should be made according to the instruction on the back of the invoice.
- 1.5 For lets by other Council services, the cost centre and the subjective code must be provided on the booking form to confirm your booking.
- 1.6 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, with the exception of private social parties whereby additional catering must be paid on the day.

2.0 Bookings & Deposits

- 2.1 Provisional bookings will be accepted by telephone, in person, in writing or by email. They will be held as provisional for 14 days.
- 2.2 Provisional bookings will only be confirmed upon receipt of a signed booking form within 14 days of the enquiry, plus a deposit as set out in the attached schedule of deposits.
- 2.3 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.
- 2.4 Incomplete booking forms will not confirm the booking and may be returned.
- 2.5 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.
- 2.6 The purpose of the booking and the premises to be let must be clearly stated on the booking form.
- 2.7 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.

- 2.8 Provisional bookings will be considered by the Council and, if accepted, shall be confirmed in writing by the Council.
- 2.9 On receipt 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.
- 2.10 No premises should be considered as let until written confirmation has been received from the West Lothian Council.
- 2.11 The Council reserve the right to refuse bookings in its sole discretion.
- 2.12 No part of the premises may be used for any purpose other than that specified in the confirmed booking.
- 2.13 No part of the premises may be sub-let.
- 2.14 Confirmed bookings may not be transferred except with written consent of the Council.
- 2.15 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.

3.0 Cancellations for bookings for premises other than the Auditorium

- 3.1 If the Hirer wishes to cancel a confirmed Let (other than for the Auditorium), they shall give the Council notice in writing as early as practicable.
- 3.2 If this Let is cancelled by the Hirer the deposit will be non-refundable, but can be transferred to an alternative date.
- 3.3 If the Hirer has arranged with the Council for extra staffing to be hired or equipment or catering to be booked, and then gives less than 14 days notice of a cancellation of this Let, the Council will require the Hirer to reimburse the Council for these costs.
- 3.4 Should the Hirer wish to cancel this 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 Box Office staff can advise the current charge for each transaction.
- 3.5 In the event that the Council requires to cancel this 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 connection with this 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.
- 3.6 In the event that the Council needs to cancel this 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.

4.0 Cancellations of Bookings for the Auditorium

- 4.1 If the Hirer wishes to cancel a confirmed Let in the auditorium, they shall give the Council notice in writing as early as practicable.

- 4.2 If the Let is cancelled within 2 months of the event start date by the Hirer, the Hirer will be charged 100% of the hire charge of the auditorium and 100% of any additional space booked, plus any additional costs incurred by the Council (as referred to in Conditions 3.3 and 3.4).
- 4.3 If the Let is cancelled by the Hirer within 3 to 6 months of the event start date the Hirer will be charged 50% of the hire charge of the auditorium and 50% of any additional space booked plus any additional costs incurred by the Council (as referred to in Conditions 3.3 and 3.4).
- 4.4 If the Let is cancelled by the Hirer within 6 to 12 months of the event start date the deposit will be non-refundable, but can be transferred to an alternative date.
- 4.5 Should the Hirer wish to cancel this 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 Box Office staff can advise the current charge for each transaction.
- 4.6 In the event that the Council requires to cancel this 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 connection with this Let. No compensation or any other payment shall be payable by the Council for any loss, damage or expense, direct, indirect or consequential, sustained as a result of such a cancellation.
- 4.7 In the event that the Council needs to cancel this let for any other reason, no compensation or any other payment shall be payable by the Council for any loss, damage or expense, direct, indirect or consequential, sustained as a result of such a cancellation.

5.0 Marketing & Promotion

- 5.1 The Council has no responsibility for marketing or promoting lets. However the Council can support the Hirer's marketing activities in the following ways:
- A listing in the Howden Park Centre season brochure
 - A listing and reciprocal link to your website on www.howdenparkcentre.co.uk
 - Online ticket sales
 - Listing on the council's corporate website www.westlothian.gov.uk
 - Display of a poster and fliers in the foyer of Howden Park Centre in the lead up to your event.
 - We can provide you with post codes of customers that attended your event but we will not mail out on your behalf.
- 5.2 In order for the Council to support the Hirer's marketing activities the Hirer must provide:
- A good quality (min 250Kb) photograph in jpg format
 - A description, maximum 150 words, of the production to promote it to customers
 - 2 posters (A4 & A3 if possible) and supply of fliers
- 5.3 The Hirer must submit the required information detailed in clause 4.2 by the deadline date which the Council will confirm at the time of the booking.

- 5.4 The Council reserves the right to alter copy and to decide on the appropriateness of submitted images.
- 5.5 Online ticket sales are managed externally. The Hirer's customers will be charged for each online transaction. The Box office staff can advise of the current online ticket handling charge for each transaction. It can take up to 4 days for online ticket sales to "go live". If the event is cancelled by the Hirer, the Hirer will be liable for refunding these handling fees to the customer.
- 5.6 All publicity information and material, eg posters, press releases, advertisements relating to the Let must refer to the venue as "Howden Park Centre".
- 5.7 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.
- 5.8 No posters, bills or flyers may be placed on notice boards within the Venue without the prior consent of the Council.
- 5.9 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.
- 5.10 The Council reserves the right to levy a charge against the Hirer for the removal and disposal of any such items.

6.0 Ticket Sales and Box Office

- 6.1 Ticketed events on sale to the public must be sold via the Council's box office ticketing system.
- 6.2 The Council will advise the Hirer on the maximum seats available. The Hirer must complete a Box Office Ticket Agent Form for ticketed events. The Council will produce a sample ticket which The Hirer must proof read and sign off before tickets for their event can go on sale.
- 6.3 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.
- 6.4 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.

7.0 Data Protection

- 7.1 The Council cannot provide the Hirer with any personal customer information recorded by our Box Office.

8.0 Sale and Consumption of Food & Drink

- 8.1 The Council has the exclusive right to sell food and drink on the premises and the Hirer may not sell or provide food or drink to members of the public or members of their group.

- 8.2 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.
- 8.3 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.
- 8.4 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.

9.0 Sale of Merchandise

- 9.1 The Hirer may sell merchandise – eg., souvenirs, T-shirts, CDs, photographs, etc. – during the Let with the prior written agreement of the Council.
- 9.2 The Hirer will be required to pay the Council 10% of income generated from such sales at the end of the Let. The Hirer will be required to complete a merchandising form detailing income made at the end of each let, unless otherwise agreed.
- 9.3 The Hirer is required to provide a detailed list of all items which they propose to sell and, if asked, to produce samples for the Council to inspect.
- 9.4 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.
- 9.5 Where necessary, the Hirer will be responsible for securing any additional permissions or inspections from relevant bodies.
- 9.6 The Council accepts no liability whatsoever to third parties for any items sold by the Hirer to third parties.
- 9.7 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.

10.0 Copyright

- 10.1 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.
- 10.2 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.

11.0 Participation of Children

- 11.1 The appearance of children 16 years of age or younger in performances and other events during school hours is under the control of the Education Service from whom prior written permission must be obtained by the Hirer.
- 11.2 Any youth group hiring the venue must comply with the Council's policy and procedure as outlined in the Youth Registration Scheme

12.0 Animals

- 12.1 No animals, other than guide and hearing dogs, will be brought into the Venue, without the prior written consent of the Council.
- 12.2 No performing animals will be permitted in the premises.

13.0 Loss of or Damage to the Hirer's Property

- 13.1 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.

14.0 Loss of or Damage to Council Property

- 14.1 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.
- 14.2 The Hirer will not make any alterations to the fabric of the Venue or its fixtures, furniture or equipment.
- 14.3 Nails, screws or staples will not be driven into the structure, furniture, fixtures or fittings or any part of the Venue.
- 14.4 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.

15.0 Indemnity & Insurance

- 15.1 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.
- 15.2 The Hirer must hold an insurance policy or policies with a reputable insurance company providing an adequate level of cover:
 - I. 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.
 - II. under a Public Liability Insurance policy which indemnifies the Hirer in respect of the risks incurred by the Hirer under this section.
 - III. under an Employers Liability Insurance Policy, if appropriate, in accordance with legal requirements.

15.3 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.

16.0 Pre-Event Meeting

16.1 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.

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

16.3 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.

16.4 Following the Pre-Event Meeting, the Council confirm in writing to the Hirer 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.

17.0 Technical Specification

17.1 If appropriate, the Hirer may be required to provide a full technical specification no later than 14 days prior to the commencement of the Let to allow the Council's technical team to assess if any additional equipment or support will be required and to advise the Hirer of any additional charges which may apply according to the current year's technical staffing charges. The Box Office staff can advise of the current charge for technical staffing.

17.2 The Council will only provide technical requirements which have been requested and agreed in writing prior to the Let.

18.0 Control of Admission to the Premises

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

18.2 Use of the premises, 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.

18.3 It is the responsibility of the Hirer to maintain records of all employees, volunteers, contractors and guests of the Hirer present in the venue.

18.4 This information must be given on request to the Council.

18.5 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.

19.0 Maximum Occupancy

19.1 Maximum Occupancy levels within the premises:

- Dressing Room 1: 8
- Dressing Room 2: 8
- Dressing Room 3: 10
- Dressing Room 4: 10
- 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 Style; 12 Boardroom

19.2 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.

19.3 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.

20.0 Stewarding

20.1 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.

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

20.3 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.

20.4 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.

21.0 Removal of Equipment

21.1 All scenery, property and other items belonging to the Hirer will be removed at the Hirer's expense at the end of the Let unless prior alternative arrangements have been agreed with the Council.

21.1 Any costs incurred by the Council for the removal or disposal of the Hirer's property after the end of the Let will be charged to the Hirer.

22.0 Health & Safety

- 22.1 The Hirer will assist the Council 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
 - all accidents are reported immediately to the Council
- 22.2 The Hirer will ensure that the areas they have let will be cleared of all persons by the end of the Let
- 22.3 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.
- 22.4 Hirers will not be permitted to use equipment, which does not carry a current Portable Appliance Test Certificate.
- 22.5 The Council may be able to carry out an on-site Portable Appliance Test for which a charge will be payable by the Hirer.
- 22.6 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.
- 22.7 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.
- 22.8 The Hirer will provide the Council on request relevant risk assessments and safe systems of work for any activities or procedures which the Hirer proposes to undertake within the Venue.
- 22.9 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.
- 22.10 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.
- 22.11 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

23.0 Fire-Safety

- 23.1 The Hirer will ensure that all scenery, props and hangings have been fire-proofed in compliance with current fire safety regulations. Such items will be maintained in such condition throughout the Let.

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

23.3 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.

24.0 Smoking

24.1 No smoking is permitted on the premises.

25.0 Arrangements for Cleaning

25.1 The Council will ensure that the premises are cleaned prior to performances and events.

25.2 The Hirer will provide the Council on request with a reasonable number of its staff or volunteers to assist with additional cleaning of the areas of the premises used by the Hirer.

25.3 Specific cleaning requirements for the duration of the Let must be agreed with the Council in advance of the Let.

25.4 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.

25.5 Unless other arrangements are agreed at in advance, the cleaning of the stage and stage wings will be the responsibility of the Hirer for the duration of the Let.

25.6 At the end 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.

25.7 The Council reserves the right to charge the Hirer for any costs incurred for 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.

25.8 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.

26.0 Emergencies

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

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

26.3 The Council will not be responsible for any costs or losses incurred by the Hirer as a result of a cancellation which may occur as a result of an emergency.

26.4 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.

27.0 For the Let of the Auditorium for a Public Performance Only

27.1 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.

27.2 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.

27.3 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 agreed in writing prior to the Let.

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

27.5 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.

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

27.7 The Hirer will liaise with the Council to ensure that a designated staff member - the Stage Manager, or an agreed suitable deputy, is present during all get-ins, rehearsals, performances and get-outs.

28.0 Protection of Vulnerable Groups (Scotland) Act 2007

28.1 For activities involving young people applicant must complete and return the Youth Let application form prior to each Let. A copy form can be obtained from the Box Office staff.

Schedule of Non-refundable Deposits

Non-refundable Deposit to Pay	
<u>Rooms</u>	<u>Deposit Required</u>
Room Only	room hire rate x no. of hours booked
Arty Party	£125.00
Children's Party	£100.00
Teen's Party	£100.00
Adult Party	£100.00
Full Day Wedding	£250.00
Luxury Wedding	£250.00
Evening Wedding	£250.00
Funeral	room hire rate x no. of hours booked
<u>Auditorium</u>	
Room only	room hire rate x no. of hours booked
Performance	Income Generating or Commercial Package price
Conference	£150.00

*Reservations can be taken for up to 2 weeks

** Deposit to be paid at time of booking

*** Deposit non- refundable, can be transferred to a new date

***Remainder of balance to be paid 2 months prior for full day wedding, 2 weeks prior for other bookings