



Hire Agreement Terms and Conditions

Websters, 416-420 Great Western Road, Glasgow G4 9HZ

www.webstersglasgow.com

1. General Terms of Hire

By signing the hire form, the hirer (you) confirms that you have read and agree to abide by all the terms & conditions contained herein.

- HIRE COSTS
 - i. Your estimated hire cost will be made up of the standard let fees, any equipment hire fees selected on the hire form and any additional hours requested on the 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 (Websters Theatre)
 - iii. Once your hire has been confirmed, we reserve the right to 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 remainder of your estimated hire cost. Any additional equipment hire or hours added during your let will be added on to this final invoice.
 - vii. Where we provide a box office 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 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.
- CONFIRMATION OF HIRE
 - i. Hire forms 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 where required at least 90 days before the first day of your hire.
- CANCELLATION OF WHOLE HIRE
 - i. If you decide to cancel your hire after it has been confirmed, you must notify us by email to david@webstersglasgow.com at least 90 days before the first date of your hire.
 - ii. Any 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.

- 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 david@webstersglasgow.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.

- 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 Websters Theatre and the dressing rooms at either side of the stage area. **The balcony, 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 door on Great Western Road and access for equipment is via the north west side door on North Woodside Road.

You are asked to use the official parking bays and not to block the turning area at the end of North Woodside Road where it is illegal to park.

3. Damages

By signing the hire form, 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 Websters Theatre is a listed building, inside and out, **no fixings or equipment shall be affixed to or mounted on the balcony or other historic features within the building.** 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.

Naked flames, silly string, helium balloons 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. Noise

Websters is situated partially within a residential neighbourhood and noise levels require to be monitored and controlled. Noise limit is set at 95dB at the front of house position until 10.30pm and 90dB after 10.30 and this is strictly enforced by the house technician.

6. 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. Websters Theatre will not provide any set dressings, flats, tools or set construction equipment. (Other than those stated in the Tech Spec)

Any scenery or stage construction or extension you intend using must comply with relevant regulations and procedures and where applicable you are responsible for obtaining permission to erect a raised structure and providing evidence that this has been obtained regardless of whether Websters technical personnel are engaged in providing you with assistance in procuring or constructing same.

Websters 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
- Front of House usher to check and collect tickets and direct audience around the building
- Box Office Staff to sell tickets and distribute pre-booked tickets for collection
- 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
- Administration of tickets sold through other ticket suppliers
- Performer riders

Any event where the audience exceeds 100 will be stewarded by the venue at the venue's cost.

There is a bottle bar within the theatre that can be open during a performance or during arrival of the audience, intervals and at the end of a show. This bar will only be operated at the discretion of the venue and only with the agreement of the hirer.

9. 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. If you require to pre-rig outwith the hours allocated on your hire agreement there will be an additional charge for the use of the theatre and a separate additional charge for the venue technician to be in attendance. The hirer is advised to obtain advice on these additional charges before they are incurred.

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

The theatre seats a maximum of 240 people and has capacity for 350 standing where no seating is provided.

Seating is unallocated unless with prior agreement with the box office manager.

We normally keep 6 seats off sale so that these seats can be removed to create space for wheelchair users.

We also reserve the right to allocate up to 6 seats in the auditorium as complimentary house seats for Websters staff or guests.

11. Box Office

- BOX OFFICE CONTACTS

- iii. We provide a box office service as part of your hire. Customers can book via our website www.webstersglasgow.com

- iv. Customers can also call our Box Office number 01413574000 or email boxoffice@webstersglasgow.com

- v. Phone messages and emails are checked at least once per day on Tuesdays to Saturdays only.

- 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.

- 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.

- 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.

- **TICKET FEES**

Our Box Office uses a ticket sales software which is provided by a company called Patronbase. To cover the cost of this operation, we add a **£2.00 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 £2.00 PER TICKET FEE**. We recommend showing the price as £Y (inc. ticket admin fee)

- **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 boxoffice@webstersglasgow.com and we will do our best to help you.

- **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 £100** on top of your hire costs for each performance.

- **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.

13. 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.

14. 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.

- WEBSITES

We list every show that we are selling tickets for on our website

www.webstersglasgow.com

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

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

- 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 Websters Theatre, FAO Venue Technician, 416/420 Great Western Road, Glasgow G4 9HZ.

All your flyers and posters should show the total ticket price your customers will pay, including our £2.00 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 or on the boards 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 these boards 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.

15. 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.

16. Performance Licensing

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.

17. 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.