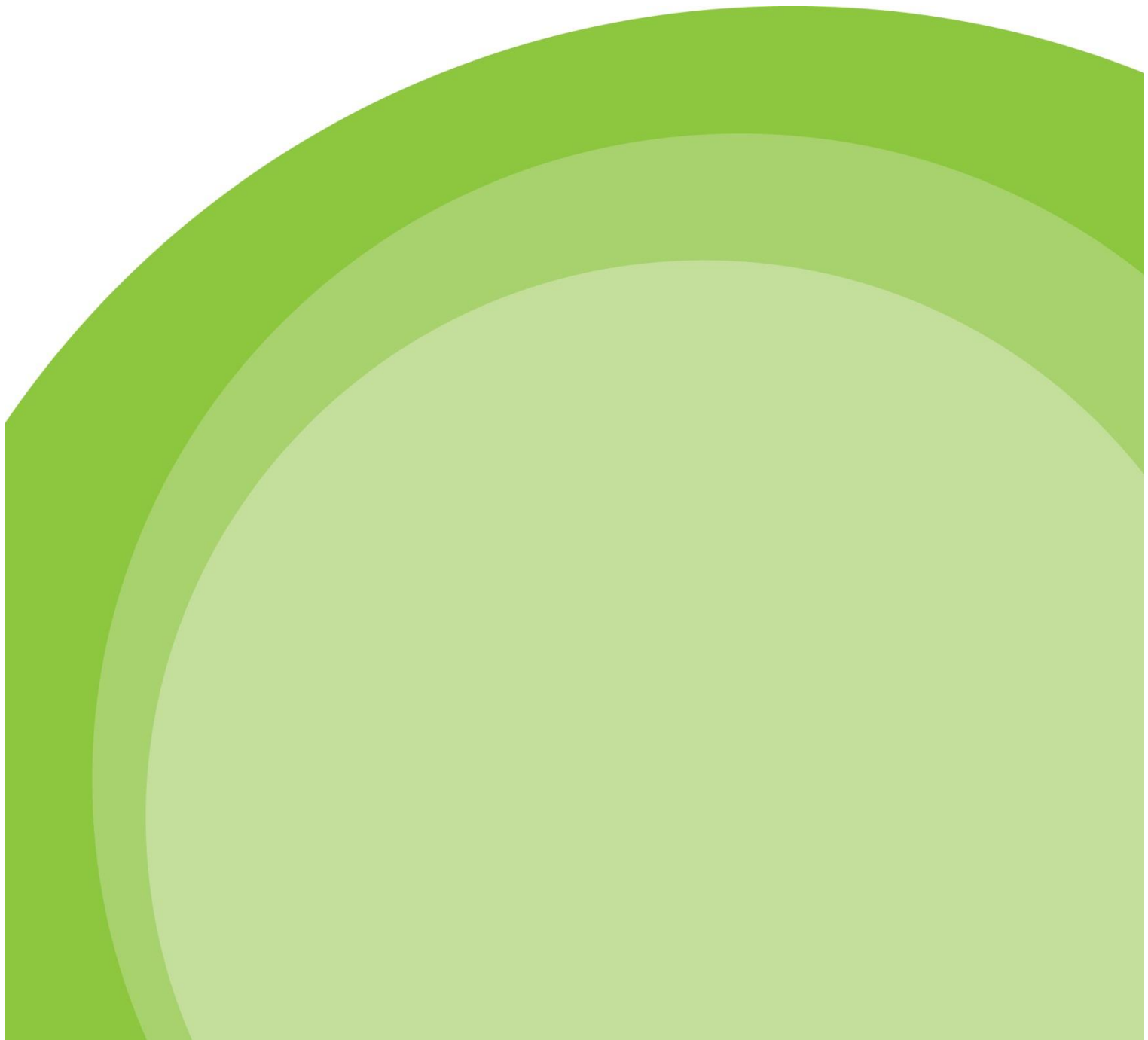




Appendix to the Conditions of Hire for Leighton Buzzard Library Theatre

December 2016



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Definition of Terms Used

In these Guidelines

- The words “we” “us” and “our” refer to Central Bedfordshire Council and its staff or agents;
- The word “you” refers to any person, or organisation hiring premises owned or managed by Central Bedfordshire Council
- The words “Theatre” or “Venue” means Leighton Buzzard Library Theatre.
- The word “Centre” means the Leighton Buzzard Centre building and grounds
- The words “Manager” or “Management” means the Leighton Buzzard Centre Manager and any person acting under their authority.
- The word “Application” means your application for the hire of the facilities.
- The words “Booking Confirmation” mean the details of the facilities to be supplied that we have agreed following acceptance of your Application.
- The word “Facilities” means those parts of the Leighton Buzzard Centre that are the subject of the application.
- The word “Event” means the performance, conference, exhibition or other event(s) that are the subject of the application.

Complaints

1. If you have any Issues with or complaints about the venue or staff you should contact the Centre Manager in the first instance.
2. All complaints will be managed according to our Corporate Complaints procedure.

Compliance with General Law and Statutory Requirements

You agree that

3. You will not permit any illegal or any immoral or indecent activities to occur at your event.
4. Where your event involves the showing of a film, you will comply with all relevant provisions of the Cinemas Act 1985.
5. You will not do anything at or in connection with your event that would amount to a breach of, or be to the prejudice of any entertainments or premises licence having effect with respect to Leighton Buzzard Theatre.

6. You will observe all other statutory requirements or codes of practice issued under statutory authority, and will not do anything by reason of which we might become liable to proceedings under any statute or become liable to other legal process.
7. You will ensure that your production or performance is not defamatory to any person, firm or organisation and will fully indemnify us against any claim or cost in this regard.

Copyright - General

You agree that

8. You will not use the venue for any performance or other act that is in breach of copyright or other intellectual property rights.
9. It is your responsibility to obtain the appropriate licences or permissions to perform or use copyright works. You promise to pay for any claim or any other liability for breach of copyright that occurs in the course of your booking.
10. You will confirm that you have the right to present publicly any work or production throughout the period of performance.
11. You will provide us with a copy of the performing licence granted

Copyright - Music

The Venue holds licences from PRS for Music to cover use of live and recorded music and from Phonographic Performance Ltd to cover use of recorded music.

12. Performing Rights for Music

- You agree to complete a PRS for Music form if music is used during your event and pay us the PRS for Music fee appropriate to the event.
- In the case of plays, incidental or curtain music must be declared. In the case of full scale musicals there are no other PRS for Music obligations further to the licence granted to perform.

13. Phonographic Performance Ltd

- You must inform us of any proposed use of recorded music. If the proposed use is not covered by our Phonographic Performance licence you must satisfy us that an appropriate licence has been obtained from Phonographic Performance Ltd.

14. You agree to indemnify us against any claim for breach of copyright arising from the actions of you or your representatives.

Fundraising and collections

You agree that

15. You will not organise any collections unless specifically previously authorised in writing by us.
16. Charity collections may be made only to raise money for your own organisation or a named national or local charity. You must clearly identify the name and nature of charity concerned.
17. You must make it clear to contributors that the collection is being made by you and not by the Venue
18. All collections will be made by you or your representatives. Venue staff are not permitted to deal with collection monies.

Gambling

19. You must inform us in your application if you propose to include any form of gambling in your event.
20. Games of chance, sweepstakes, lotteries, raffles and gambling are not allowed unless we agree to them in writing beforehand. Any such activity must be conducted in accordance with the provisions of the Gambling Act 2005.
21. Commercial gambling will not be permitted.
22. Permission for Incidental Lotteries [Raffles] to raise money for charity will normally be granted on written request.
23. Other non commercial gambling to raise money for charitable purposes will be considered subject to the provisions of the Act and receipt of written confirmation from the Licensing Authority that either no licence is required or that the relevant licence has been obtained.

Get-ins and get outs

24. Get-ins and get-outs outside normal operating hours solely for the moving of scenery, property and equipment into and out of the building will be agreed where possible, subject to staffing being available.
25. Erection of stage sets, rigging of lighting etc. must be carried out during an agreed hire period.

Health & Safety/Fire Precautions

You agree that

26. You will comply with all relevant provisions of the Health & Safety at Work Act 1974 and all Codes of Practice, Associated Legislation and Regulations issued or made thereunder.
27. You will comply with our Health and Safety Policy and with the venue's Risk Assessments relevant to your event.
28. You will provide copies of Risk Assessments for your activity and satisfy us that appropriate safety measures are in place.
29. You will observe all fire regulations applicable to the holding of your event, and will comply with any instructions or measures recommended or required by the Fire Service.
30. In the event of an evacuation of the premises, you will follow the procedures outlined in the Emergency Action Plan for the theatre and ensure that all persons known to be present are ushered to safety.

You must keep a register of performers, backstage crew, technicians and any other persons present who are involved in the performance. The register should be kept and stored in a prominent location and you (or your nominated representative) are responsible for removing this register from the premises in the event of an evacuation and checking that performers, crew etc. have vacated the premises.

31. You will not permit smoking or vaping by any person present at the facilities in connection with your event. This includes persons using the backstage area, meeting rooms, exhibition space, bar and performing in the Auditorium. The Health Act 2006 allows for an exemption to the smoke free legislation for performances that necessitate the need for smoking on stage. Any exemption must be agreed with us in writing.
32. You will not exceed the capacity of people in any given space (booked or otherwise), as specified by the management. The specific capacity for patrons remaining in wheelchairs for any performance is 2. This must not be exceeded by any group or individual.
33. It is incumbent on you and/or your representatives to familiarise yourselves and your performers with all Health and Safety and Fire Precautions that pertain to the venue and your event.

Insurance

34. You must take out insurance(s) to cover damages and liabilities arising from actions of you or your representatives. You must provide us with a copy of a valid insurance certificate at the time of booking.

35. You will be solely responsible for the insurance against risks of third party, fire and theft of all scenery, properties, effects and equipment that you bring into the venue for your event.

All such scenery, properties, effects and equipment will be kept at the venue solely at your own risk. We do not accept any bailment in respect thereof, or liability therefore.

36. You must comply in every respect with any directions given by our insurers in relation to the holding of the relevant event.

Merchandising

37. You may not sell any merchandise or goods at the venue without our permission in writing.

38. If you are given permission you must not do anything in competition with or otherwise to the prejudice of any separate franchise arrangements in place at the venue.

39. The sale of refreshments and the provision of bar facilities is solely our responsibility.

40. If you wish to sell merchandise at your event we will charge you a commission fee. A copy of all sales records must be submitted to the duty manager following each period of sale.

41. If our staff sell the merchandise on your behalf we will charge an additional fee.

Performances involving Children

42. You must state in your application if your booking includes a performance involving children aged below statutory school leaving age.

43. It is your responsibility to ensure compliance with the appropriate legislation and obtain such licences as required to satisfy statutory and other legal liabilities with regard to performances and the chaperoning of children whilst on the our premises. You, not the child or their parent, must apply for the licence.

44. You must show us copies of such licences to us prior to the relevant event.

45. In the event that we reasonably consider that there is a breach or anticipated breach of the legislation, we shall have power at our discretion to cancel your booking or halt any further performance of your event.

46. Performances involving Children are governed by the *Children (Performances and Activities) (England) Regulations 2014* and the *Children and Young Persons Act 1963*.

- Under section 37 of the Children and Young Persons Act 1963, a licence must be obtained before a child can take part in certain types of performance

and activities. This includes any performance for which a charge is made, whether for admission or otherwise and performances on premises licensed to sell alcohol, for example a theatre. Amateur groups, musical performances and student productions are not exempt from the requirements. The law applies to children from birth to statutory school leaving age (the last Friday in June of the school year in which the child reaches 16).

- There are exemptions to the requirement to obtain a licence for each individual child if the organisation putting on the performance has a Body of Persons approval (BOPA) from the local authority.
- **This information is given for brief guidance only.** More detailed guidance covering *Child performance and activities licensing legislation in England* is available at www.gov.uk/government/publications/child-performance-and-activities-licensing-legislation and at www.centralbedfordshire.gov.uk/school/pupil-support/child-employment/performance.aspx
- It is a legal requirement to seek a licence when one is required and any person who causes or procures any child to do anything in contravention of the licensing requirement commits an offence and may be subject to a fine, imprisonment or both.

47. Children under 16 are not permitted to operate theatre sound and lighting equipment and are not allowed in the projection room/lighting box at any time.

Publicity & Promotion

48. We will confirm copy deadlines for inclusion of your event in the Theatre's published programme when we send your booking confirmation. If you do not submit suitable copy and/or images by this date your event may not appear in the Theatre's events brochure and may be excluded from the Theatre's publicity materials as a whole.

49. All tickets and all publicity and promotional brochures, posters and other literature for your event must be approved by us prior to their distribution or other use and shall not be so used if we object to their use after stating our reasons.

50. All publicity material must reference the Leighton Buzzard Library Theatre by name. Failure to do so may result in the rejection of publicity material.

51. The display of all advertising material, posters, flyers etc. within the Centre will be carried out by the Management, ensuring fair coverage of current and upcoming events. You are not allowed to display or distribute any petitions, bills, posters, flyers or advertising matter of any description on our premises.

52. You are responsible for the display of posters and other publicity material outside the Centre. You undertake not to place material in such places as to contravene any bye-laws or local regulations, for example placing banners on public railings

or flyposting. You are responsible for obtaining public liability insurance to cover any displays. Any display, such as flyposting, that brings the venue into disrepute may result in the hire being cancelled.

Radio Microphones

53. If you use our radio microphones, you must comply with all terms of any licence we hold from the Radio communications Agency for the use of radio microphones pursuant to the provisions of the Wireless Telegraphy Act 2006.
54. If you provide your own radio microphones, you must show us a copy of a licence to use the equipment or produce proof that the equipment conforms to the requirements of The Wireless Telegraphy (Exemption) (Amendment) Regulations 2006.

Recording and broadcasting

55. You must not record or broadcast performances without our permission and must provide confirmation that you have permission from all copyright holders and from all participants for recording or broadcasting to take place.

We reserve the right to charge an additional fee for permission to record or broadcast performances

Refreshments and bar facilities

56. We reserve to ourselves and our franchisees all rights for the sale of food and drink within the Centre.
57. We will supply bar and refreshment services as are normally available and agreed at public performances except where prevented from doing so by circumstances beyond our control.
58. We will supply bar and refreshment services as are normally available and agreed at private events if these are requested in your application.
59. If you require catering facilities in addition to those that are normally available and agreed they must be requested in your application. The use of any external caterers must be approved by us prior to the booking taking place.

We reserve the right to make an additional charge to allow outside caterers to use our facilities and to charge corkage if you provide alcoholic beverages at a private event.

Security

60. The Manager is responsible for the general security of the venue.
61. If your event requires additional security, you must provide additional security personnel and arrangements as directed or approved by the Manager or ask us to arrange additional security on your behalf. You must pay the cost of providing

additional security. If we have arranged this for you we will send you an invoice for the cost.

62. You must not engage, employ or otherwise use the services of any person as a door supervisor or security personnel on the premises unless that person is SIA registered and provisionally approved by us.
63. You must ensure that the behaviour, dress and language of all persons taking part your event are of good order and not offensive, or likely to result in disorderly conduct, or otherwise likely to cause a nuisance or annoyance to other persons at the venue or in the vicinity of the Centre.
64. We reserve the right to search all equipment, props and settings, and all goods and property brought into the Centre, and to remove anything that is deemed to present a security or health and safety hazard.

Stage Lighting, Sound and Special effects

65. You must give us notice at the time of your booking application whether you intend to use any special audio, video, lighting, laser or other equipment in connection with your event, over and above the standard equipment provided by us at the venue.
66. You must give us a copy of all appropriate Risk Assessments for use of special equipment one month prior to the commencement of your booking.
67. Any electrical equipment brought into the Theatre, either for performance, front of house or backstage use, must have a valid Portable Appliance Testing (PAT) certificate. You will not be allowed to use equipment that does not have a valid PAT certificate. The Theatre's technical staff may be able to arrange testing for any equipment without valid certification.
68. You must make a formal Special Effects application for all uses of special effects including but not limited to; smoke, pyrotechnics, gunfire etc. at least 28 days prior to your performance.
69. You must comply with any requirements by the Licensing Authority, the Fire Service and the Theatre's technical manager for the use of Special Effects including but not limited to; smoke, pyrotechnics, gunfire etc.

If the Licensing Authority requires you to obtain a license for the use of such effects you must give us a copy at least 28 days prior to your performance.

Staging, Props etc.

70. You must ensure that all staging, props, cloths and drapes brought into the venue are fireproofed.
71. You must erect and dismantle all staging and props in a safe manner and in accordance with any directions of the Management.

72. In no circumstances must any such scenery, props, equipment etc. be fixed to any wall or other internal structure of the venue by the use of nails or screws.
73. You must not construct and decorate scenery, staging and props at the venue. All construction, manufacture and decoration must be done off-site prior to your get in.
74. You must ensure that props or stage settings are not left in a position so as to obstruct any passage or be likely to cause injury to any person.
75. No element of staging, props, seating or items or personnel relating to any orchestra may extend beyond the marked area on the floor in front of the stage.
76. You must not bring any toxic, explosive or other dangerous materials into the Theatre without our written permission and must follow all health and safety requirements required by the Management.
77. You must not remove or take down any stage curtains or drapes without prior written consent of the Management. You must restore these to their previous position to the satisfaction of the Management at the conclusion of your booking.

Ticketing

78. All tickets for public performances at the venue must be provided and sold by us or our agents. We will charge you a commission fee on each ticket sold in accordance with our current scale of charges. We will add VAT to your commission fee.
79. Where an event is ticketed but there is no charge for attending, you will be charged for ticket-printing costs in accordance with our current scale of charges.
80. All tickets sold to patrons will be subject to the venue's standard booking fee in addition to the charge you make for attending your event. If there is no charge to attend the event this fee will still apply.
81. You must provide us with details of your ticket pricing schedule when you supply us with copy for the Theatre's events brochure. Tickets will normally be put on sale in accordance with the timescale listed in the brochure in which your event is advertised.
82. If you ask us to issue complimentary tickets for yourself or your guests we will charge commission at the equivalent of a full-price ticket sale plus our standard booking fee. You must inform us in advance of the names of guests who will be collecting complimentary tickets from the theatre box office. We will not issue complimentary tickets without prior written authorisation from you.
83. After your event we will send you a statement of gross ticket income taken on your behalf. You are responsible for the payment of any VAT due to HMRC on this gross income. We will deduct any commission charges and hire fees due to us before passing the balance on to you.

84. If you require reports on ticket sales prior to your event you must agree this at the time of your booking. Information on ticket sales will be given only to the person signing your booking form or to an agreed representative.



Central Bedfordshire

A great place to live and work

Contact us...

by telephone: 0300 300 8125

by email: hire.lbt@centralbedfordshire.gov.uk

on the web: www.centralbedfordshire.gov.uk

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LU7 1RX