

## VENUE HIRE Terms and Conditions

- 1.1 The hirer agrees to have completed their activity and to return the space to its original condition removing all of your equipment and putting all rubbish in the bin by the end of the agreed time.
- 1.2 We do not make “pencilled bookings” or verbal agreements.
- 1.3 In order to request a room you must make contact with our Head of Events and agree dates and costs in writing and have signed this contract ahead of your hire date.
- 1.4 Room hire is not confirmed until we receive a signed hire contract from you and the invoice balance for the hire of the room has been paid in full.
- 1.5 You must include set-up and clear-up times in your booking as you will not be given access to your room before your booking time and you must vacate the room by the agreed time. See section 2.9 for charges on over running.
- 1.6 If you have booked one of our spaces and the level of noise you create disturbs other bookers and/or residents you will be asked to reduce this noise. Failure to act upon this request promptly will result in the termination of your booking without a refund. Noise within the Studios will be monitored by the Venue Manager and should not reach a level that would disturb others. When asked by the Venue Manager you must reduce noise levels immediately.
- 1.7 You are not allowed to bring your own food and drinks into the Main Theatre or Theatre Peckham’s Meeting room.
- 1.8 You cannot bring, sell or consume alcohol on site unless bought from Theatre Peckham bar or café and the selling of alcohol except by Theatre Peckham bar or café is prohibited unless an agreement has been put in place by Theatre Peckham and the hirer.
- 1.9 There must be a named individual on the booking form who will take the responsibility for the observance of terms and conditions, including the payment of all invoices.
- 1.10 You must complete a monitoring Form (which reception will give you) at the end of each booking.
- 1.11 If your event is open to the general public you must indicate this on the booking form above.
- 1.12 If your booking involves selling tickets to the general public you should have already filled in a [Performance Hire Form](#). If you haven’t done so already, please request one from [simone@theatrepeckham.co.uk](mailto:simone@theatrepeckham.co.uk)
- 1.13 **Box Office Fees**  
If we are holding the box office for your event, you must fill in a [Getting your event on sale.doc](#). Box office fees are 5% of net sales including VAT and will be deducted from total net sales of your box office takings.
- 1.14 **Ticket arrangements**  
Theatre Peckham is responsible for ticket sales and will collect all payments via our box office system and will run the box office on the evening of your event. Our current box office system is run via Little Box Office software embedded on our website. Box office figures will be made available to you once a week. We will pay the Box Office takings (subject to any deductions) by BACS within 30 days of the receipt of an invoice from the company after the company has removed all of its set, props and costumes including rubbish from the premises. If an invoice is not received within 4 months of the first settlement being sent to

the company, any box office takings will be forfeited to the Theatre Peckham. Please note, box office receipts are paid net of payment card and box office fees plus VAT.

**1.15 Ticket Prices:**

You set the ticket prices for your event, however we suggest Full Price tickets; £12, Concessions: £10 All ticket prices are inclusive of booking fee and will not be charged as an additional cost to audience members.

**1.16 Complimentary Tickets**

Theatre Peckham will reserve 4 complimentary tickets for the company. These will be released and put back on sale if not required, or if tickets have sold out. Any additional tickets must be paid for by the company. Four complimentary tickets will be reserved for Theatre Peckham in addition to 4 press tickets, which will be released if not required.

1.17 The use of candles, incense or any other item that results in strong odour, flame or smoke is strictly prohibited.

## **ROOM PAYMENT**

2.1 Payment for room hire must be made no later than 7 days in advance of your hire.

2.2 If invoice payment is not received by the date of your hire your room may be subject to cancellation and access to your room will not be permitted.

2.3 Rooms booked less than a week in advance should be paid for as soon as you receive the invoice.

2.4 A deposit of 50% of the total fee must be paid to ensure your booking is secure.

2.5 In the event that the hirer needs to go over their time and Theatre Peckham is able to accommodate this, the hirer must let Theatre Peckham know as soon as possible and the hirer will be charged at double the hourly rate (+VAT) rounded up the nearest hour. Similarly, if the hire includes a technician and / or technical equipment or another member of staff the hirer will be charged at double their hourly rate (+VAT).

**2.6 Changes to your booking and additional costs**

If you make changes to your booking after you have been invoiced for it we will charge you an alteration fee of £5.00. For cancellation charges see Cancellation terms and conditions.

2.7 All changes to a booking including cancellations *must* be submitted in writing.

**2.8 Charity / Concession Costs**

If you would like a charity discount you need to provide a charity number and charity address on the booking form. Charity numbers will not be accepted in retrospect.

2.9 An extra hour charge will be applied should you run over ten minutes after your agreed finishing time.

2.10 All payments can be made via details outlined on Invoice. For invoicing details contact [accounts@theatrepeckham.co.uk](mailto:accounts@theatrepeckham.co.uk)

2.11 For additional costs please see additional costs appendix.

**2.12 Cancellation Terms and Conditions:**

All cancellations *must* be submitted in writing and emailed to [simone@theatrepeckham.co.uk](mailto:simone@theatrepeckham.co.uk) and cc in [accounts@theatrepeckham.co.uk](mailto:accounts@theatrepeckham.co.uk).

The cancellation of a booking shall be subject to the following cancellation charges:  
Where a booking has been paid for before cancellation, **a refund will be payable of;**

100% - If more than 28 days' notice  
50% - between 14 days – 27 days' notice  
25% - between 7 days and 13 days' notice  
0% - less than 6 days' notice.

Where no payment has been received before cancellation, but a hold has been made on the venue and a hire agreement form sent out **a charge will be made for;**

100% - Less than 7 days' notice  
75% - Between 7 days and 13 days' notice  
50% Between 14 days and 28 days' notice  
0% More than 28 days' notice

## **USE OF PREMISES AND INSURANCE**

### **3.1 Public Liability Insurance**

The hirer must provide a valid public liability insurance for their event if the event is open to the general public and send us a certificate of insurance ahead of the first day of their event.

The hirer shall be responsible for effecting and maintaining adequate insurance against fire and all other risks upon all property, (whether belonging to the hirer or that which they are responsible for), that may be brought into the theatre or dressing rooms)

Theatre Peckham shall maintain adequate insurance policies to cover the venue and its legal liability for any accident to all persons on their premises whether they are members of the public or their own employees.

### **3.2 Visiting Schools**

If you are hiring our space and inviting schools to watch performances *you* are responsible for providing visiting schools with a risk assessment of the space and activities.

3.3 You can only have access to the particular room you have booked shown on your hire agreement plus use of the public toilets and other common areas, and you can only use the room/s for the purpose stipulated on your booking request form.

### **3.4 Public Access**

Depending on the nature of your booking and in order to comply with our Public Entertainment Licence and Health and Safety regulations, it is necessary to have Theatre Peckham staff present in any space with public access. If this is necessary you will be charged for this staffing. See extra costs appendix

### **3.5 Damage to Property**

You are responsible for any damage or harm done to persons, building or property arising from your actions or omissions or those of your members or group. You must ensure that you have adequate insurance policies to cover your activities, in particular that you and anyone engaged on your behalf is covered by public and employer liability insurances which we may ask to see prior to the event.

3.6 If you damage any equipment, furniture or any other items belonging to Theatre Peckham whilst on the premises we will charge you for repairs or replacement of the item(s).

3.7 The Company will not use the premises for the construction or painting of sets or props. All sets must be free standing. Companies cannot paint the walls or uprights in such a way as to cause any damage to them. The Company will restore the premises of Theatre Peckham to a clean and tidy state after each performance, within the time allocated. Any expenses incurred by Theatre Peckham in restoring the premises to this state will be charged to the Company and deducted from the Box Office receipts.

3.8 **Health and Safety**

You are responsible for ensuring that no activity takes place that might endanger the general health and safety of any person attending Theatre Peckham. If you are involved in activities on the premises where injury or damage may be possible you must provide us with a Risk Assessment, method statement and appropriate liability insurance in advance.

3.9 You must have permission from us to bring any equipment onto our premises. Any equipment you bring onto the premises is done so at your own risk and any loss or damage to your property is your responsibility.

4.0 All electrical equipment you bring onto the premises for use including PA systems and speakers must be fit for use and display a current PAT test label. If we see you using equipment without a PAT test label

that we deem unsafe we can ask you to stop using it. If you refuse to stop using your equipment any future bookings

you have with us, confirmed or otherwise may be subject to cancellation.

## GENERAL INFORMATION

4.1 Theatre Peckham cannot be held responsible for any information that is found to be incorrect with regards to dates, times and space after this agreement has been signed by you. Please read and check through the information carefully before signing.

4.2 There will be Theatre Peckham staff at hand to ensure all is in order for your booking and we will ensure that health and safety obligations are met.

4.3 **Parking**

We are fully accessible but there is limited parking in the area.

Theatre Peckham cannot provide parking for any vehicle. Companies can park outside the front doors to load and unload but no vehicle can be left here. There is 4 hour pay-and-display parking on Havil Street and limited free street parking on adjacent streets. There is free parking after 6:30pm and at weekends.

4.4 **Deliveries**

Deliveries can be taken at the theatre in preparation for your event but this needs to be agreed in advance of the delivery arrival with our venue and operations manager Paul Kenealy - [venue@theatrepeckham.co.uk](mailto:venue@theatrepeckham.co.uk)

4.5 Please do plan in advance with us for your get in and get out.

4.6 **Smoking**

Smoking is not permitted in the building.

4.7 **Opening Times**

We are open between and 10.00am and 11.00pm. Any bookings required outside of these times is at the discretion of Theatre Peckham and will incur extra costs for staffing and/or security.

#### 4.8 **Publicity**

We accept no responsibility for publicity produced by you before a booking is confirmed by invoice.

#### 4.9 **Language and Behaviour**

In line with the Equality Act 2010 and our Equality and Diversity Policy (available on request) you must not use language or behaviour which could be construed as discriminatory whilst on Theatre Peckham's premises. We are committed to providing facilities for individuals and groups of people within the context of equal opportunities and this covers all activities and events taking place on Theatre Peckham premises.

#### 4.10 **Children and Vulnerable Adults**

If your booking involves children or vulnerable adults you must make sure that they are supervised at all times while on the premises and that the supervisor has the appropriate DBS (Disclosure and Barring Service) check and follows best practice. We expect you to safeguard children and vulnerable persons in line with all Health and Safety regulations, legal requirements and with our Safeguarding Children Policy for Children, Young People and Vulnerable Adults (available on request). We may ask you for a copy of your own Safeguarding Policy, failure to produce this policy may result in the termination of your booking.

#### 4.11 **PRS and Music**

PRS for Music Limited is the UK's leading collection society, bringing together two collection societies: the Mechanical-Copyright Protection Society and the Performing Right Society. It undertakes collective rights management for musical works on behalf of its 140,000 members.

Theatre Peckham is a PRS licensed venue. If you use any recorded sound during your event then a license fee must be paid. Theatre Peckham will collect this fee from you by deducting it from the net box office sales and pay for the license on your behalf. The cost for this is £10.00.

### **Staffing**

Ushers, technical support and a FoH staff member will be provided by Theatre Peckham as part of an 8 hour show hire request. If your event is not in line with an 8 hour show hire request than these staff will need to be booked into your performance. Please see additional costs.

4.12 You can provide your own ushers for your performance at no extra cost. Your ushers will need to arrive 45 mins ahead of the audience arrival time for a briefing by our Duty manager. Failure to attend this briefing will incur a fee for replacement ushers to be put in place by Theatre Peckham at a cost of £15 per hour per usher.

4.13 If your performance is a children's show then the law requires 3 x ushers to be present in the audience.

4.14 All ushers must wear a Theatre Peckham or company T-shirt during their shift.

4.15 You must ensure that those supervising young people under the age of 18 are responsible adults, over the age of 18 years old. The ratio for the supervision of young people should be 1:12, with the ratio decreasing with children under the age of 12 years to 1:10.

#### 4.16 **Audience Data Sharing**

It is your responsibility to ask for permission to share your audience's data and share with us on request for our evaluation and monitoring reports.

- 4.17 If we are holding your box office, Theatre Peckham can provide data sharing information to the hirer, namely the customer' Name, Postcode and Email Address for hires where the hirer is providing a performance to the general public. This information will only be shared if the customer has opted-in to allow us to forward this information. If requested this information will be passed to the hirer within two weeks of the final day of performance at Theatre Peckham.
- 4.18 **Media**  
Theatre Peckham has the right to take photos or recorded media of any event or performance that takes place on our premises and share on our platforms or use as promotional materials unless directly expressed otherwise by the hirer.
- 4.20 As part of your hire you have access to our basic technical set up. Please send all technical requirements no later than 2 weeks before your event date to our Technical Manager [technical@theatrepeckham.co.uk](mailto:technical@theatrepeckham.co.uk), including:
- a technical script marked up with cues
  - a running order
  - any music and projections (please contact the Technical Manager for acceptable formats)
  - a risk assessment
  - and quote your booking ref number (found at the top of this document) and the dates you are hiring the space
  - A full Technical specification is available from our Technical Manager.
- 4.21 We are under no obligation to provide the technical requirements submitted but will do our best to find an alternative based on the specification of the theatre.
- 4.22 Tech time at 8 hours or over must include a 1 hour lunch break and frequent rest breaks under our Health and Safety Policy.
- 4.23 **Capacity**  
The Theatre has a capacity of 200, including two rows of removable seating. We will put all seats on sale via our box office unless a variation has been agreed. Any changes to the seating layout will incur a charge.

**By signing this agreement you agree to fully adhere to the terms and conditions of this contract.**

**Full Name:** \_\_\_\_\_

**Organisation:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:**

Please return a copy of the agreement to [simone@theatrepeckham.co.uk](mailto:simone@theatrepeckham.co.uk)

### ADDITIONAL COST APPENDIX

Item	Cost
Technical Support	£17ph
Pre – rig (rigging the theatre from the basic set up)	2 days @ £120 per day

	(1 x day to rig to your spec & 1 x day to return the rig to original set up)
Duty Manager	£12ph
Front of House Staff / Ushers	£12ph per person
Replacement ushers (contract item 4.12)	£15 per hour per person
<p>Box office fees</p> <p>Theatre Peckham is responsible for ticket sales and will collect all payments via our box office system and will run the box office on the evening of your event. Our current box office system is run via Little Box Office software embedded on our website. Box office figures will be made available to you once a week.</p> <p>We will pay the Box Office takings (subject to any deductions) by BACS within 30 days of the receipt of an invoice from the company after the company has removed all of its set, props and costumes including rubbish from the premises. If an invoice is not received within 4 months of the first settlement being sent to the company, any box office takings will be forfeited to the Theatre Peckham. Please note, box office receipts are paid net of payment card and box office fees plus VAT.</p>	<p><b>Ticket arrangements</b></p> <p>5% of net sales including VAT of tickets sold via our box office</p> <p><b>VAT:</b></p> <p>If the company is VAT registered then the tickets and box office receipts are inclusive of any VAT. Within the next year Theatre Peckham may become VAT registered. We will inform you of this and its impact on you prior to registration.</p>
Teas and Coffees	£1 per cup (self service)
Arranging catering for your event	£50
Sourcing arranging furniture hire	£50
Late get out fee	<p>An extra hour charge of the space will be applied should you run over ten minutes after your agreed get out time. Main Theatre = £150ph / £75ph. Studio 1 = £100ph / £50ph</p> <p>Studio 2 = £80ph / £40ph. Meeting Room / Foyer = £30ph / £15ph</p> <p>Plus additional staff costs.</p>
Marketing your event via social media	Hourly rate tbc plus any marketing fees incurred
Marketing your event via our mailing lists	£50 (1 x e-newsletter)
Listing your event on our website	Subject to our discretion
Photocopying / Printing	5p Black and White Color copies 10p per sheet
Yoga Mats	£1 per mat
Use of The Workshop	£50 per day plus any materials
Storage of props set beyond agreed collection date	£50 per day
Excess waste collection	£2per bag collected

PRS - The use of recorded music during your event	£10.00 one off charge
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