



BOOKING AGREEMENT

This agreement is made on **(DATE)** between **(ACT/Ref)**, hereinafter called 'the Company' and the Regal Theatre, hereinafter called 'the Venue'.

Whereby it is agreed as follows:

1. The Company agrees to present a performance of **(SHOW TITLE) on (DATE AND TIME)**
2. The Venue will give the Company access for the purpose of get-ins and get-outs three hours before the performance start-time and get-out 1.5 hours after the performance ends. The Venue's stage area is accessed by a flight of 17 stairs and the Venue regrets that it is unable to provide assistance to the Company in accessing the stage area.
3. The Venue will sell tickets before and on the day of the performance. Prices will be confirmed on booking and will be set by the Company and agreed in advance by the Venue. Friends of the Regal will receive a 50p discount on their ticket price. Wheelchair users will pay for their ticket but the seat next to them will be allocated free of charge for their carer. Agreed prices are as follows: **TICKETS – Adult: £ Friend of the Regal: £**
Concessions: £
4. The Company reserves the right to issue complimentary tickets to press/agents, as appropriate. This will be limited to a maximum of four tickets per performance.
5. The Venue can provide bar volunteers and refreshments (drinks/snacks/ice cream) to sell before the performance and during the interval(s), and will retain 100% of the income from these sales.
6. The Company may sell programmes and/or merchandise before the performance and during interval and retain 100% of the income from these sales. The Venue may provide the Company with a float for this purpose which is returnable at the end of the show or run.
7. Payment options – **Box office split as negotiated.**
8. Subject to all other terms set out in this agreement, the financial arrangements between the Company, which is not VAT registered, and the Venue will be as follows:
 - a. All ticket sales will be calculated via a clearly auditable source. Ticketing costs @10p per ticket sold, a contribution of £50 for a ladder advertisement, published in the local press two weeks and one week in advance of the show date, and any PRS fee payable will be deducted from total ticket sales and the Company will receive [the agreed percentage] % of the net ticket sales.
 - b. The Venue will pay the Company no later than one month after the event date.
9. The arrangements with regard to publicity are as follows: the Company will provide 15 x A3 and 20 x A4 single-sided posters for the Venue no later than one month before the show



date. The Company will provide images, in JPEG/PDF format, a performance description and other publicity material for the Venue's use in the theatre brochure, website, social media, local press and mailouts etc. All promotional material will be displayed by the Venue at the Venue's discretion.

- 10. Photography and Videography Policy** - The Venue may record or photograph performances for marketing and archival purposes, in line with UK GDPR. Identifiable individuals will only appear with consent. Content may be shared with production companies for promotion. Audience photography or filming is not permitted, unless otherwise agreed in writing by the contracting party at least four weeks before the performance.
- 11.** The Venue will provide the use of toilets, changing facilities and power.
- 12.** The Company will supply the Venue with a copy of its public liability and employer's liability insurance policy with a limit of at least £5 million and a comprehensive risk assessment, if required, no later than four weeks before the event date.
- 13.** The Company will be responsible for its get-in and get-out. Where the Company is providing its own sound and lighting and theatrical equipment, all items of equipment will be PAT tested.
- 14.** The Company will provide the Venue's Technical Team with a Technical Rider no later than two months before the show date.
- 15.** The Company shall, for the duration of the production, be responsible for all scenery, properties (including costumes and instruments etc).
- 16.** For the purposes of the agreement to present the production at the Venue, the parties agree to work together to maximise attendances and audiences. This includes visibly displaying the marketing material, regular emails to mailing lists and regular social media mentions.
- 17.** The Company agrees to organise, stage and run the event with all due skill and care, to take responsibility for all Health and Safety aspects of the performance, and to enter into contracts with all performers who are to be involved with the event.
- 18.** Following the event, if by any act or omission by the Company, the Venue is not in substantially the same condition as it was in prior to the event (beyond general wear and tear), the Company shall undertake such works as are necessary to ensure that the Venue is in substantially the same condition as it was. The Venue will offer reasonable assistance to the Company with the reinstatement work, at a cost and timeline (to be no more than four weeks after the event) to be agreed between the parties.
- 19.** Tickets are non-refundable. However, if the performance is cancelled for any reason, tickets will be refunded.
- 20.** The Venue shall be entitled by notice in writing to the Company to terminate this



Agreement for any of the reasons caused by force majeure.

In the event of the Company cancelling the engagement less than six weeks in advance of the show date for reasons other than those incurred by force majeure, the Company will be liable to repay to the Venue any costs incurred in respect of the show.

In the event of the Venue cancelling the engagement less than six weeks in advance for reasons other than those incurred by force majeure, the Venue will pay the Company's fee or agreed percentage thereof, and reimburse any expenses incurred. No Minimum Guarantee or percentage thereof will be payable by the Venue in the event of cancellation prior to six weeks in advance of the show date.

- 21.** If you are in agreement with these terms please sign and return. Your signing of the contract signifies that you have read and understood the rules and regulations in this contract and agree to the points contained in it.

Signed on behalf of [ACT/COMPANY/HIRER]/[INDIVIDUAL'S NAME/POSITION]

Print name and position within Company _____

Date: _____

Phone: _____

Email: _____

Signed on behalf of the Regal Theatre

Trustee

Programming and Bookings Team

The MATA Regal Theatre Co Ltd Trustee

Date: _____