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The MATA Regal Theatre Co Ltd Member & Affiliated Companies Booking Contract

This agreement is made on **(DATE)** between **(ARTIST NAME/GROUP)**, 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 NAME)** on **(DATE AND TIME/S)**
2. The Venue will provide the **Member Company** with access for the purpose of get-in **one week** prior to the first performance and at 9am and until 12 noon on the day after the last show to break set and get-out. 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. **Affiliated Companies** will have access to the theatre for their get-in period three days prior to the first performance from 9am.
4. Both Member and Affiliated Companies may request additional get-in days, if the Regal diary allows, but these cannot be guaranteed and will be charged at £75 per extra day.
5. The Venue will sell tickets prior to and on the day of the performance. Prices will be confirmed on booking and these are to be set by the Company and agreed in advance by the Venue. Once the show is on sale ticket prices may not be changed. Friends of the Regal will receive a 50p discount on their ticket price, no more or less. Wheelchair users will pay for their ticket but the seat next to them will be allocated free of charge for their carer.
6. The Company must notify the venue before the show goes on sale if space is required in the auditorium to accommodate a live band.
7. The Company reserves the right to issue complimentary tickets to press and/adjudicators/moderators, as appropriate. This will be limited to a maximum of two per performance. Any further requests for complimentary tickets are at the discretion of the Box Office Manager and the Producer who will record the request with a signature in the record book provided.
8. Any complimentary tickets issued as part of advertising or sponsorship deals will be paid for by the Company.
9. The Venue can provide bar 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.
10. The Venue will provide bar volunteers and refreshments for after-show parties on the last night of the show, if required. This will be requested and arranged with the Venue's Bar Manager at least two weeks in advance of the show date. The Venue will retain 100% of the income from these sales. Last orders for after-show parties will be at 11.30pm, and the bar must be vacated by midnight.

**For the purpose of this document, Members Companies are Barnstormers, Minehead Dramatic Society, Waterfront & Minehead Panto People. Regal Film Society is also a Member Company but covered by a different (film) licence- Affiliated Companies are Oasis, Spotlight & LADA*



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11. The Company may sell or ask Front of House volunteers to sell programmes before the performance and during the interval(s). The Company will 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.
12. Subject to all other terms set out in this agreement, the financial arrangements between the Company 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 50% of the net ticket sales.
 - b. Royalties and associated performance licences will also be split 50:50 between **Member Companies** and the Venue. (This split does not apply to **Affiliated Companies**, who bear the cost of any performance licence.)
 - c. There will be an additional charge of £2 per radio mic and headset used per day (for both rehearsals and performances).
 - d. The Venue will pay the Company no later than one month following the event date.
13. 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 first performance. The Company will also 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.
14. 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.
15. 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, regular social media mentions.
16. The Venue will provide the use of toilets, shower, changing facilities and power.
17. The Company will supply the Venue with a copy of its public liability and employer's liability insurance policy with a cover of at least £5 million and a comprehensive risk assessment, if required, no later than four weeks prior to the event date.
18. 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, it will liaise with the venue's Technical Team and all the Company's items of equipment will be PAT tested.

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19. The Company will provide the Venue's Technical Team with a Technical Rider no later than two months before the show date.
20. The Company shall, for the duration of the production, be responsible for all scenery, properties, (including costumes and instruments etc).
21. 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, regular social media mentions.
22. 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.
23. The Venue has a regularly updated Safeguarding Policy which requires the crew to wear lanyards as part of the Identification pass system. The lanyards and ID are available from the Venue, and the Company will be charged a refundable deposit of £10 per lanyard. The lanyards must be returned to the Venue within five days of the last performance or the Company will forfeit £10 per non-returned lanyard and ID.
24. The Venue is responsible for checking and informing the Company if any permissions or event licences are required.
25. The Company is responsible for applying for children's performing licences, as required, and for supplying accredited chaperones on rehearsal and performance nights.
26. Tickets are non-refundable however, if the performance is cancelled for any reason, tickets will be refunded.
27. 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 to be agreed between the parties.
28. The Venue shall not be held liable for any losses, damages, costs, or expenses incurred by the Company as a result of the Venue being unable to fulfil its obligations under the agreement, whether due to unforeseen circumstances, force of majeure, technical failures, or any other reason beyond its reasonable control. In no event shall the Venue be responsible for any indirect, consequential or financial losses suffered by the Company, arising from such inability to perform.
29. 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 'the Company' _____



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Print Name and position within 'the Company' _____ Date _____

Signed on behalf of 'the Venue' _____

Print Name _____ Date: _____

Trustee

Bookings and Programming Team

The MATA Regal Theatre Co Ltd