



The Capitol
 H O R S H A M
 THEATRE • CINEMA • CAFE



**Horsham
 District
 Council**

**HORSHAM DISTRICT COUNCIL
 Agreement for the hire of all or part of THE CAPITOL**

This agreement made between HORSHAM DISTRICT COUNCIL, whose details appear at A (1) below, and you, whose details appear at A (2) below, for the hire of the venue, the details of which appear at D below, upon the Terms and Conditions set out overleaf and in the schedule below to the exclusion of all other written or verbal representations, statements, undertakings, negotiations, proposals or agreements.

SCHEDULE

A. The Parties

(1) Horsham District Council, Park North, North Street Horsham West Sussex RH12 1RL

(2) You :

Organisation

Address

Postcode

Telephone Number:

e-mail

 @

B. The Event

The performance known as (we will not accept any agreement without a specific title)

C. The Period of Hire

From (DATES) **To**

Get In / Stage Preparation **Date** **Times**

Rehearsals: **Dates** **Times**

Performance Times **Evening (please circle)** **MON TUES WED THUR FRI SAT SUN**
Time

Matinee (please circle) **MON TUES WED THUR FRI SAT SUN**
Time

Get Out/Clearance **Date** **Times**

D. The Venue

Please tick venue and format required:

Capitol Theatre
 Thrust Stage
 Orchestra Pit

Studio (Theatre Style) (100 persons)
 Studio (standing only) (100 persons)
 Studio (classroom) (20 persons max)

Screen 1
 Screen 2
 35mm Projection
 Video Projection

E. Technical Equipment Requirements

	No. Required	Maximum
UHF Radio Microphones		10
Microphones		25
Martin Mac 500 Moving Lights		2
Martin Mac 2000 Moving Lights		2
ChromaQ Colour Scrollers for Parcans		8
Smoke / Haze machine & Fluid		2
Mirror Ball with rotator		2
Followspot		2
Followspot Operator		2
35mm Slide projector		2
Video Projector		1
Overhead Projector		1
Portable projection screen		2
Theatre Cinema Screen		1
Flipchart stand and paper pad		2
TV & Video		2
DVD player		1
Rostra		10
Steeldeck		5
Upright Piano		1
Grand Piano		1
Video Relay & Monitor		2
Piano Tuning	Date:	Time:

Please indicate if you would like us to provide:

Sound Operator
 Lighting Operator
 Stage Technician

Please indicate if you will be providing your own

Sound Equipment
 Lighting Equipment

Please indicate if you will be using:

Strobe Lighting
 Pyrotechnics

F. ADMISSION PRICES

All tickets will be sold by the Capitol Box Office unless you receive written notification from us and we are able to confirm your VAT status.

Please indicate your ticket prices:

Full Price	£	:	
Concessions Price	£	:	
LAC Price	£	:	

Horsham District Council offers a special discount to holders of the Leisure Access Card. The card entitles holders, who are assessed as being on Low Income, to Box Office benefits at all performances promoted by Horsham District Council.

G. PROMOTION OF EVENT(S)

Please supply

Contact Name for Promotions:

Telephone No. :

Email @

Please indicate if you would like details of the Event to appear in Capitol publicity:

Brochure :	<input type="checkbox"/>
Weekly Newspaper Advertisement :	<input type="checkbox"/>
Website	<input type="checkbox"/>

Please discuss your requirements with our Promotions Manager on 01403 756081. There is currently no charge for Brochure or website inclusion. You must provide high quality colour images for you event to be advertised in this way and we reserve the right to source alternative artwork at your cost.

H. PAYMENT

Please indicate the sessions required. By signing this agreement you confirm that you have read and fully understood our scale of charges and a copy of which you have retained.

H.1 Hire

10.00 – 17.00:	<input type="text"/>
17.00 - 23.00:	<input type="text"/>
Full Day 10.00 - 23.00:	<input type="text"/>
Full Week Sunday - Saturday	<input type="text"/>
Lecture Rate	<input type="text"/>

Please do not sign this agreement unless you want to be legally bound by its terms. If you require further information about the law as it relates to this agreement you should contact a solicitor or the Citizen's Advice Bureau.

Your signature : _____

Position within the Organisation : _____

Date : _____

Please Return to:

**The Manager,
THE CAPITOL,
North Street,
Horsham,**

West Sussex RH12 1RG Enclosing the NON-REFUNDABLE DEPOSIT OF: £150 (inc VAT) or 20% of the basic theatre hire + vat whichever is greater.

We will make final settlement to the organisation named in A2 above unless we receive an alternative written request.

TERMS AND CONDITIONS

IT IS AGREED as follows:

1. Definitions

In this agreement:

- 1.1 'The Capitol' means The Capitol, North Street, Horsham, West Sussex and each and every part of it.
- 1.2 'the Council' means Horsham District Council
- 1.3 'the Event' means the event described at B above.
- 1.4 'the Period of Hire' means the period described at C above.
- 1.5 'the Session' means one of three periods in respect of which the Hirer may be charged subject to application.
- 1.6 'the Session Rate' means the amount that may be charged in respect of a particular Session such amount to include the items listed in Schedule 1.
- 1.7 'the Venue' means that part of the Capitol specified in D above.

2. Licence to Enter

- 2.1 During the period of Hire you may enter The Capitol and prepare and use the Venue and other areas of the venue included in the Session Rate for the presentation of the event.

3. Payment

- 3.1 You shall pay :
 - 3.1.1 the total payment (less the deposit referred to in 3.1.2 below) to the Council upon presentation of an invoice by the Council. Such invoice shall be presented within 14 days of the conclusion of the Event.
 - 3.1.2 £100.00 +vat or 20% of the basic hire fee whichever is the greater, as a deposit on the signing of this agreement.
- 3.2 Where you remain in the Capitol outside your period of hire with the approval of the Council and use up part or all of an additional session you shall be charged the total Session Rate for that Additional Session in addition to any other sum's due under this Agreement and the terms of this Agreement shall continue to apply during any such period.
- 3.3 A copy of the Council's current scale of charges will accompany this agreement, please fully understand and retain a copy. Further copies are available on request.

4. Publicity

- 4.1 The Council shall not provide any publicity material (including programmes) other than as provided for by this Agreement.
- 4.3 Details of the Event can be included in the Capitol weekly advertisement from TWO weeks prior to the Event, in the West Sussex County Times. SUCH Information will be included only upon request. A charge equivalent to the current advertising rate for the newspaper will be levied for this service.
- 4.4 Any publicity relating to the Event prepared by the Hirer MUST be in accordance with the Capitol promotions policy, please see Schedule 2
- 4.5 Prior to displaying at the Capitol any publicity material relating the Event the Hirer must obtain the permission of the Council.

5. Tickets

- 5.1 The Council shall provide tickets for the Event at prices specified in H above and you shall pay the Council the sum as indicated on the current scale of charges in respect of each ticket sold.
- 5.2 All tickets for the Event be sold at the Capitol Box Office unless granted permission to do so otherwise.

6. Commission

- You shall pay commission to the Council as follows :
 - 6.1 15% of the gross receipts of all merchandise sold during the Event irrespective of how this is sold.
 - 6.2 10% of the gross ticket receipts from all tickets sold at the Capitol Box Office

7. Your Obligations

- You shall:
 - 7.1 not cause or permit the use of any technical equipment in the Capitol EXCEPT under the direction supervision and instruction of the venue's Technical Staff
 - 7.2 provide the Council with a full list of technical requirements other than those already specified in D, and E above a minimum of 3 weeks before the Period of Hire commences PROVIDED THAT the Council does not guarantee that such requirements can be met.
 - 7.3 with the exception of any performers not allow more than 10 people to work on the stage or in the control room (combined) at any time during the Period of Hire
 - 7.4 not sell anything within the Capitol without the prior consent of the Council.
 - 7.5 not hold any raffle, sweepstakes or other form of lottery in the Capitol without:
 - 7.5.1 the prior approval in the writing of the Council and
 - 7.5.2 any licence or permit that may be required by statute or otherwise comply with the terms of any operating licence held by the Capitol under which the Event is held
 - 7.6 not permit the sale and/or consumption of alcohol backstage, in the orchestra pit or in any of the technical areas. The Capitol reserve the right to refuse admittance to the performance or backstage areas to any crew or artiste who appears to be under the influence of alcohol or drugs.
 - 7.7 comply with the fire regulations appended to this Agreement as Schedule 3

- 7.8 not engage or employ any private catering staff or undertake any private catering for use at the Event. Our in house contract caterers have sole provision for this.
- 7.9 not grant broadcasting or film rights in respect of the Event at the Capitol without the prior written consent of the Council
- 7.10 not bring any camera, video camera or recorder of any kind into the Capitol unless granted with written permission and if this is so, will only be used during a rehearsal and not while public are present in the auditorium.
- 7.11 not perform the Event without first obtaining any licence or permission necessary under any statutory provisions relating to any copyright that may exist in that Event or any material included in the preparation or presentation of the Event.
- 7.12 be responsible for the payment of any royalties that may be payable in respect of the Event
- 7.13 provide at your own expense any police that the Council or the Licensing authorities consider necessary in the interests of:
 - 7.13.1 the proper conduct of the Event
 - 7.13.2 the regulation of traffic in connection with the Event, and/or
 - 7.13.3 the protection of the Council's property
- 7.14 ensure that all persons using the Capitol in whatever capacity during the Period of the Hire do so without causing annoyance or inconvenience to other persons or damage to any property
- 7.15 take all necessary steps to deal with a person acting other than in accordance with 7.14 above with or without the instruction of the Council.
- 7.16 not remove any of the fixed furniture from the Capitol or drive any nail, screw or other fixing or fastening into any wall, floor, or furniture or use glue or bluetack anywhere in the Capitol without the prior consent of the Council
- 7.17 not install, alter, remove, add or otherwise interfere with any fittings or appliances in the Capitol without the prior approval of the Council
- 7.18 comply with the requirements of any professional regulatory body in respect of the engaging or employment of any musicians, actors or other professionals in connection with the Event with particular reference to :
 - 7.18.1 conditions of employment and
 - 7.18.2 minimum fees payable
- 7.19 give as much notice as possible of any particular requirements for disabled patrons or performers in order that the Council may use all reasonable endeavours to meet those requirements
- 7.20 not make any arrangements for carrying out any work at the Capitol in connection with the Event except with the prior approval of the Council
- 7.21 be permitted to provide your own crew if technical support required under this Agreement is greater than that included in the Session Rate. The Capitol reserve the right to only permit trained or competent persons operate any installed equipment.
- 7.22 provide a written copy of your Risk Assessment and/or health and safety policy for the event to the Operations Manager at least 7 days in advance.
- 7.23 ensure that all electrical equipment to be used within the venue has a valid Portable Appliance Test (PAT) label. Any equipment found to be in breach will not be permitted. PAT testing can be carried out by prior arrangement and will be charged at the Additional Technical Staff rate.

8. ADDITIONAL ACCESS TO THE CAPITOL

- 8.1 The Council shall where reasonably possible provide facilities within The Capitol for press and photocalls outside the Period of Hire. Where you use any such facilities payment of the Session Rate in respect of such use will not apply although you will be bound by all other terms of this Agreement which apply.
- 8.2 Please note the venue does not open to the public until 10am Monday to Saturday and from 12.30pm on Sunday. If you need access for the public outside these times please advise us in advance. Additional charges may be made.

9. YOUR DEFAULT

- 9.1 Where you do not provide
 - 9.1.1 sufficient staff under the terms of any licence and/or
 - 9.1.2 staff that (in the opinion of the Council) are sufficiently experienced or trained in the tasks required of them
 then the Council reserves the right to engage whatever professional staff are deemed by the Council to be necessary in the interests of safety, proper control and good management of the Event at your own cost. The Council's decision on this matter shall be final.
- 9.2 Where you do not :
 - 9.2.1 meet your insurance obligations under clause 11 and/or
 - 9.2.2 comply with any of your obligations under clause 7
 this Agreement may at the discretion of the Council be terminated. Any sums outstanding at the date of termination whether by reason of default or otherwise shall become due on that date.

10. INDEMNITIES

- 10.1 You shall indemnify the Council against all liability for costs, fees, damages, expenses or other money incurred as a result of any claim whatever :
 - 10.1.1 by any visitor to the Capitol or

- 10.1.2 by any person employed or engaged by the Hirer or
- 10.1.3 by any person employed or engaged by the Council to provide services on the Hirer's behalf under the terms of this Agreement in connection with the presentation of the Event at the Capitol except where the claim is due to the negligence of the Council; and/or
- 10.2 as a result or consequence of the breach by you of any of the terms of this Hire Agreement particularly but without prejudice to the generality of the foregoing of copyright provisions under clause 7.11; and/or
- 10.3 as a result of damage caused the Capitol during the Period of Hire or such other period as may be allowed under clause 8 or clause 3.6

11. INSURANCE

You must :

- 11.1 take out and maintain such policies of insurance as are necessary in respect of any scenery properties and effects brought into the Capitol and for liability arising out of any defect or accident caused whether directly or indirectly by such properties, scenery and effects; and
- 11.2 insure your potential liability under section 10 above such sum insured to be £5,000,000 in respect of any one claim with no maximum level of claims; and
- 11.3 **produce to the Council prior to the commencement of the first use of the Capitol in connection with the Event all policies of insurance and receipts for the last premiums due**

12. LIMITATION OF THE COUNCIL'S LIABILITY

The Council shall in no event be liable for :

- 12.1 any loss or damage to any of the properties, equipment or other effects brought into or stored in the Capitol by you or anyone employed or engaged by you or employed or engaged by the Council to provide services on your behalf under the terms of this Agreement and you shall be responsible for the security of those items and will take out such insurance's as you shall consider necessary in addition to those in 11 above; and/or
- 12.2 insofar only as the law allows any loss or damage to any person or property while in the Capitol in connection with the Event during the Period of Hire or such additional period as permitted under clause 8 or clause 3.2 above

13. CANCELLATION

- 13.1 In the event of the cancellation of this Agreement by you, you shall forfeit your deposit and
 - 13.1.1 where notice of the cancellation is given in writing to the Council not less than three months before the commencement of the Period of Hire no further charge shall be payable but
 - 13.1.2 where notice in accordance with 13.1.1 above is not given you shall pay the full amount as shown in clause
 - 13.1.3 if sales have been made through the box office then we will arrange to refund but administration costs and any subsequent commissions will be recharged.
- 13.2 The Council may cancel the Agreement without any liability to pay any compensation
 - 13.2.1 at any time before the Period of Hire commences if in the opinion of the Council the Event is likely to cause offence to members of the public or
 - 13.2.2 for any reason giving not less than 3 months notice or
 - 13.2.3 if in the opinion of the Council the Event or any part of it renders the Capitol unsafe and unusable

14. COUNCIL RIGHT OF ENTRY

All members and officers duly authorised by the Council shall have right of entry at all times to all parts of the Capitol for the conduct of Council business

15. MANAGEMENT

References to the 'Council' in this Agreement shall where the context so admits include the Capitol staff in particular the Capitol Manager who shall be responsible for the management of the Capitol on behalf of the Council

16. NON-TRANSFERABILITY

This Agreement is personal to you and is therefore not transferable

17. References in this Agreement to a clause are references where the context so admits to a clause in this Agreement

18. Words of masculine gender include the feminine and words denoting natural persons include corporations and firms **and all such words shall be construed interchangeably in that manner**

19. The clause and paragraph headings in this Agreement are for ease of reference only and shall not be taken into account in the construction or interpretation of the clause or paragraph to which they refer

SCHEDULE 1

1. Items included in the Session Rate In respect of the Theatre:
 - 1.1 2 technical support staff each 37 hours for a full week booking and pro rata on a daily rate (1 x technical support staff for lecture rate)
 - 1.2 Dressing rooms 1, 2, 3 & 4
 - 1.3 the green room
 - 1.4 the scene dock
 - 1.5 the band room
 - 1.6 Standard Lighting Rig
 - 1.7 Standard House Gel Stock
 - 1.8 Standard Sound Rig (not microphones)
 - 1.9 Duty Management
2. Items included in the Session Rate In respect of the Studio:
 - 2.1 1 technical support staff 37 hours for a full week booking and pro rata on a daily rate
 - 2.2 Dressing rooms 5 & 6
 - 2.3 Standard Lighting Rig
 - 2.4 Standard House Gel Stock
 - 2.5 Standard Sound Rig (not microphones)
 - 2.6 Duty Management
3. You are responsible for returning the theatre to the standard format as part of the get out, unless any alteration is required for the following production. The Standard format includes:
 - 3.1 The Thrust stage / Orchestra Pit out
 - 3.2 The Sound position at the rear of the stalls out
 - 3.3 Removal of masking or stock scenery on stage
 - 3.4 Onstage & FOH Lighting rig returned to standard (Not focus, colour or pre-rig).
 - 3.5 In any situation where you have not made any alteration to these areas during the get in, but the Operations Manager requires them to be altered (including set-up for the next production), employees will be required to carry out this work at the end of the Get Out and this will be paid by The Capitol.
4. Where the weekly charge is paid in respect of the theatre or studio not more than 6 performances will be permitted unless the additional performance charge is paid as indicated on the scale of charges.
5. The Capitol reserves the right to restrict the repetition of named events within a 9 month period at The Capitol or within a 15 mile radius of the venue.
6. Any alteration to the event described at B above shall be after prior notification in writing to The Capitol General Manager. Schedule 1 Clause 5 will be applied in this instance on a 'first come first served' basis and the Capitol will retain the right to refuse any such change of event.
7. All hirers should comply with the conditions of the Working Time Directive and not permit any artiste or crew member breach these conditions.
 - 7.1 The Capitol Technical staff are not permitted to work more than 50 hours in any week and any hours over 37 per technician will be charged at the Additional Technical Staff rate.
 - 7.2 Hours worked between 12 midnight and before 08.30am will be charged at Double the Additional Technical Staff rate. There must be an 11 hour break between calls.
 - 7.3 All staff are entitled to statutory tea and lunch breaks, if a member of technical staff agrees to a miss any break, this will involve a missed break charge of £17 per staff member.
 - 7.4 Where a booking includes a bank holiday all time will be calculated as double time in respect of the session rate and the hours of Technical Staffing.

SCHEDULE 2

It is a condition of the hire that THE CAPITOL Logo must appear on all publicity and print produced by you for this Event, the Theatre must also be billed as 'The Capitol Horsham'. Please apply to the promotions department for the correct logos. All print must be approved by our promotions department before production of materials.

The Capitol will only display publicity of a certain quality. For inclusion in the back illuminated poster frames outside the venue, posters must be at least A2 in size and printed on at least 130g weight paper.

At the present there is no charge for brochure or website inclusion.

SCHEDULE 3

Fire and licensing Regulations

It is essential that the following regulations are adhered to. Failure to comply with the regulations will result in termination of this Agreement under the terms of clause 13.2.3

1. Conduct

Any instruction given by the venue Manager or his representative regarding the safety of the audience shall be put into immediate effect.

2. Public Safety

- 2.1 Information of any outbreak of fire, however slight, including film ignition, shall at once be communicated to the Capitol Manager or his representative
- 2.2 All parts of The Capitol shall be open to inspection by any Police, Fire Officer or duly authorised representative of the Licensing Authority at any time during the Period of Hire
- 2.3 it is the Hirer's responsibility to ensure that all staff employed by him are aware of :
 - 2.3.1 the action to be taken in the event of fire or other emergency and
 - 2.3.2 the location of the nearest exchange telephone and how to call the Fire Brigade and Police and
 - 2.3.3 the location of the general and safety lighting switches and
 - 2.3.4 the location the location and use of the portable fire-fighting equipment provided and
 - 2.3.5 the Code Word or other emergency signal to be used in the event of a fire or other emergency occurring in the premises and
 - 2.3.6 the evacuation procedure for the premises
- 2.4 The premises must not be used for the storage of any readily inflammable or combustible substance or for any purpose which is likely to endanger the public.
- 2.5 Every gangway, corridor, passage, lobby, staircase or other designated exit route from the premises shall at all times be kept entirely free from chairs or any other obstruction.
- 2.6 No person shall be permitted to stand or sit in any gangway
- 2.7 No entertainment involving special risks or danger to the public, the use of explosives or highly flammable substances shall take place except under conditions approved by the Licensing Authority

3. Fire Retardance

All scenery, wings, sky boarders, cloths, draperies, gauze cloths floral decorations, properties, hanging curtains etc., whether on the stage, in the auditorium or in other parts of the premises, must be rendered and maintained so that they will not readily catch fire (Advice on a method of rendering paper, cloth etc. fire retardent may be obtained upon application to the County Fire Officer, Northgate, Chichester).

4. Electrical

Temporary electrical installations shall only be installed as approved by the Licensing Authority and shall in all cases be installed by a competent electrician.

5. Petrol

No petrol or similar engine shall be used or fixed in any part of such premises without the express consent of the Licensing Authority

6. Smoking

The Capitol operates a NO SMOKING policy in the building. Should smoking be required in connection with a performance, a responsible person shall be appointed to ensure that all lighted ends and embers are extinguished after use. Real flame shall not be used unless it is essential to the action of the play and in such case not less than three weeks notice shall be given to the Council of the intention to make use of flame.

7 Wheelchairs & Access

- 7.1 Wheelchairs must only be sited in the areas as specified by the Licensing Authority
 - 7.1.1 Theatre : The maximum number of wheelchairs shall be 3 (three)
 - 7.1.2 Cinema : The maximum number of wheelchairs shall be 2 (two)
 - 7.1.3 Studio :The maximum number of wheelchairs shall be 2 (two)
- 7.2 Each occupant of a wheelchair must be accompanied by an able bodied adult person who shall be responsible for assisting the person they are accompanying out of the auditorium in an emergency
- 7.3 Please advise the Capitol of any additional access requirements you may need.

8. Capacity

8.1 The number of persons permitted on the premises at any one time shall not exceed :

Venue	Closely seated audience
Capitol Theatre	423 (376 when Orchestra pit in Situ) (maximum of 500 to include all persons)
Studio	100 (including performers and staff)
Cinema 1 (first floor)	170
Cinema 2 (ground floor)	100
Meeting room	14
During Get In/Get Out	10 (Ten) Staff maximum (Theatre), 5 Staff Maximum (Studio).

Please note when a production involves a live-mix of sound in the Theatre, the Capitol reserve the right to remove 12 (twelve) seats at the rear of the stalls for the provision of the sound desk. There will be a maximum of two persons in this area and no other members of the public will be permitted.