

# THE DORMSTON MILL THEATRE BOOKING FORMS



## BOOKING PROCESS

Please read through this entire pack, including the Terms & Conditions:

For any initial queries, then please contact the Administrator for The Mill Theatre; contact details are listed below. If you are happy to accept the Hire Terms and Conditions, please contact the Administrator to check the availability of your preferred dates. Please be aware that the theatre programming is often conducted 12-18 months in advance so we would recommend checking dates as soon as possible, a minimum of 6 month's notice is normally required.

If your dates are available you will be offered a provisional booking, for a maximum of 14 days

Your Provisional Booking only becomes a Confirmed booking when The Theatre has received your completed Booking Forms and your required deposit has been paid, you will then receive a letter of confirmation from the Theatre.

Please note that the terms of the booking cannot be changed after this point.

All hirers will be contacted to arrange a meeting to discuss requirements once their booking has been confirmed, this will ensure a basic understanding of all the technical requirements and schedules that need to be considered and all potential costs involved.

Approximately 8 – 10 weeks before your event you will be required to attend a pre-show meeting, this will be to discuss all technical details, ensure that all remaining details on your booking form are completed and to provide us with copies of your initial Risk Assessment, Insurance Certificate and any Licences required during your hire.

**Please submit your booking by:**

<b>Post:</b>	<b>The Theatre Administrator</b> <b>The Mill Theatre, Mill Bank, Sedgley, Dudley, DY3 1SN</b>
<b>Email:</b>	<a href="mailto:Aedwards@dormston.dudley.sch.uk">Aedwards@dormston.dudley.sch.uk</a> <a href="mailto:Aadmin@dormston.dudley.sch.uk">Aadmin@dormston.dudley.sch.uk</a>

## TERMS AND CONDITIONS OF HIRE

### 1. Conditions

In these conditions of hire the following expressions shall have the meanings given to them. "Booking Form" means the series of pages for the booking of the theatre. "Theatre" means 'The Dormston Mill Theatre, Mill Bank, Sedgley DY3 1SN. "Contract" means any contract for the hire of the theatre between you and the theatre. "Function" means the purpose for which the accommodation is hired. "Accommodation" means the whole or any part of the land and premises hired for the function. "Hirer" means you the person signing the contract. The "centre" refers to all staff employed to work at the Dormston Sports & Arts Centre and the duly authorised representatives of the theatre.

### 2. Our Contract with You

These Terms & Conditions govern all contracts.

Your contract with The Theatre will be confirmed on completion of the booking forms (including the 50% deposit paid) this shall constitute an offer by you to hire The Theatre as in booking forms Terms & Conditions.

Upon written or electronic receipt of the correctly completed booking forms and the 50% deposit paid The Theatre will send you confirmation by e-mail or letter that will constitute the acceptance of your booking.

The prices of hire are specified in The Theatre Information brochure. You warrant and confirm that you comply with all booking form and contract arrangements once the booking forms have been signed and received by The Theatre. You are entirely responsible for entering all details correctly and clearly on the booking form. You warrant that all details supplied by you are true and accurate. If there are any changes to your details once your booking is concluded, then it is your responsibility to inform The Theatre. If an amendment is made to the booking a new booking form must be completed and signed by the hirer.

Hire of The Theatre services are only available to persons who are at least 18 years of age or over. By submitting a booking form, you are confirming that all details are correct and true.

The Theatre reserves the right to place a restriction or cancel any show. The Theatre shall have an absolute discretion to refuse an application to hire The Theatre and has absolute discretion to cancel any hiring should they



consider it necessary to do so by reason of any royal demise, public calamity, epidemic or destruction or any damage to the premises.

Any complaints arising out of the hiring of The Theatre must be made in writing to the Manager within 48 hours of the occasion for such complaint.

The Theatre must not be used for any purpose other than that stated in the booking forms. The Hirer will not assign the right to use the theatre or affect any form of sub-letting whatsoever.

The Centre reserves the right for its authorised officers (all DBS cleared) to enter all theatre areas at any time before, during and after performances.

No dogs or other animals are allowed into the theatre at any time, other than assistance dogs specifically trained for the purpose.

The accommodation of theatre patrons is limited to 345.

All commercial, professional and political organisations are required to hold public liability insurance covering all matters, which are the subject of the indemnities and undertakings herein. It is the responsibility of the hirer, after having taken any necessary professional advice, to determine the appropriate level of cover, having regard to the level of risk, in respect of any one incident and unlimited in total. The hirer must provide evidence that insurance cover has been arranged before the commencement of booking. i.e. insurance form. Other organisations and private individuals that hire The Theatre may also arrange their own insurance as detailed above and provide evidence of the policy to The Centre.

### 3. Terms of Payment

Booking forms must be returned within two weeks of preliminary enquiry along with 50% deposit of the overall hire cost. The remaining balance must be paid no more than one week after the event. After this time The Hirer will be placed onto the Dudley MBC debtors list. Under no circumstances will the booking be confirmed or access given to The Theatre until the 50% deposit has been paid and all forms filled in correctly and returned.

### 4. Child Protection

The Hirer must sign all relevant forms and the company Child Protection Representative must be present at all times whilst children and vulnerable adults are on site. The representative must sign in and out of the building.

Supervision is only allowed by a registered Chaperone,

It is a legal requirement that whenever children from birth up to and including compulsory school age are engaged in public performances or entertainment under a licence issued by the Local Authority.

Children's Services Directorate state they must be supervised at all times by a registered chaperone, unless the child is under the direct supervision of either parent, or teacher who would ordinarily provide the child's education.

No child shall perform on stage under the legal age and any such licence for a child must be obtained by the hirer and produced on demand at the centre at the time of the initial meeting prior to the show. All persons coming into contact with the children must have enhanced DBS clearance; this may be asked for by The Theatre. The regulated times for children's performance must be adhered to at all times or the show may be stopped.

The Centre takes no responsibility for the hirer failing to observe these requirements and any incidents or recorded non-compliance of the above terms will be passed to the relevant authorities.

Please note:

A DBS certificate does not qualify as a licence to chaperone children. All chaperones must be approved by a Local Authority.

Further information is available from Dudley MBC Child Employment Officer, on 01384 814317 or email:Child.Employment@dudley.gov.uk

It is the policy of The Centre that all children and vulnerable adults have the right to protection and for their welfare to be paramount. Child welfare is at the heart of everything we do, and it is our duty to make sure that children are as safe as possible. The venue operates a Child Protection Policy and procedures are in place. A copy of the policy manual can be viewed on the premises.

The Theatre reserves the right to inform Dudley MBC Child Employment officer of any forthcoming hire containing children.



## 5. Licensing

The site has a premises licence for the sale of alcohol and provisions of entertainment. Hirers will not be permitted to sell alcohol on these premises. Alcohol brought into the building must be declared to the Duty Manager and will be subject to a corkage charge. It is the hirers responsibility to obtain any other necessary licences e.g. to perform or for gambling including bingo.

## 6. Food & Drink

The Centre has the exclusive rights to supply food & drink (including alcoholic drinks) at any function held in the theatre. At NO time are the company permitted to sell their own food and drinks at the theatre without written prior consent of the theatre management.

**If found to be doing so a charge will be levied by The Centre for trading purposes**

## 7. PRS (The Music Licence)

The Hirer must indicate on the booking form if PRS is applicable to the presentation, where no declaration with regard to PRS has been provided, and is subsequently found to be payable a default charge of £35 per performance will be applied to the final invoice.

For all musical events, a Performing Rights Society charge of £37.50 per performance will be passed onto the hirer, this includes Dance shows or displays to pre-recorded music. In the case of full scale musicals there are no other PRS obligations further to the licence granted to perform.

## 8. Copyright

No dramatic or musical work shall be performed or sung without the licence of the owner of the copyright, all such licences should be produced before the commencement of hire period. The hirer shall indemnify the venue management against any infringement of copyright which may occur during the hire period.

## 9. Cleaning

It is the responsibility of the hirer to ensure that the theatre and rooms hired are left clean and tidy after use and tables, chairs and any other items are returned to all their original positions. Any residue from props or special effects must be thoroughly cleaned away. Should the nature of a hire result in a requirement for additional cleaning, then this will be charged to the hirer. Any damage caused during the period of hire will be made good at the hirer's expense.

## 10. Liabilities of The Theatre

The theatre will only be liable to you for the direct losses arising as a result of:

(a) A breach of these terms and conditions by the theatre, and b) Any fraudulent statement or negligent act by the theatre arising under the or in connection with the contract.

The theatres total liability will be limited to the total value of the hire. Nothing in this clause or these or terms and conditions exclude or limit the liability of the theatre for death or personal injury caused by the theatres negligence or fraudulent misrepresentation.

**The Theatre reserves the right to refuse any booking whose production may have explicit or offensive content which may cause offence to the Dormston School and the wider community; this content must be declared at the time of booking.**

The Theatre will not be liable in any way if an event or performance is abandoned after more than half of it has taken place due to any factors which are beyond the theatres control without limiting the following shall be regarded as causes beyond the theatres reasonable control. Acts of God, this includes earthquakes, storms, flooding, fire, disease, fog, snow or frost. Force Majeure which includes war, accidents, acts of pubic enemies, strikes, embargoes, perils of the air, local disputes and civil commotions, power failure and failure of sound or lighting equipment.

The Centre cannot insure property owned by groups and individuals hiring and using the venue. Obviously we do our best to ensure that the property is safe and secure but we cannot guarantee this so strongly recommend that you take out your own insurance against theft and damage.

## 11. Health & Safety/Risk Assessments

Hirers are responsible for the safety of people entering and inside the building, relating to their function. Should an accident occur as a consequence of the centres negligence, our public liability insurance will cover this. However; The Centre do not accept liability for activities undertaken in the venue by the hirers and therefore if it is the hirer who cause the injury or damage due to negligence or inappropriate use of equipment or furniture and fixtures, then the liability will remain with the hirer and they may be liable for a compensation claim. We therefore strongly advise that all hirers take out liability insurance cover, since without it individual members of the group may find themselves personally liable.

The Hirer undertakes to ensure that all current Health & Safety legislation is adhered to, in particular the need to provide confirmation that all equipment used for the event complies with required Codes of Practice (for example that all electrical items have current PAT testing certificates, hazardous substances have appropriate COSHH documentation and that the entire event has suitable Risk Assessment Records.

Hirers staging events in the theatre involving the public and participants will be required to carry out Risk Assessments on ALL activities they are undertaking. This is to ensure they have considered all of the Health & Safety requirements relating to the event. Any changes to The Theatre fixtures and fittings require an additional Risk Assessment to be undertaken. Risk Assessments will be required as part of the hire agreement and copies must be provided to The Centre at least one month before the hire date.

The Hirer and all persons authorised to be in The Theatre or who are there in connection with the event, must follow the following safety rules at all times:

The company must keep an up to date signing in and out sheet for every period of hire. This will be the responsibility of your stage manager

All corridors, entrance/exits and gang ways must be kept clear at all times

Any spillages on floors and staircases must be cleaned up immediately

Do not obstruct fire exits or access to firefighting equipment. Do not wedge open fire doors.

Smoking is prohibited on the site.

All external doors must be kept closed to ensure building security.

Health and safety guidance and/or guidance on the use of equipment or working practices given by a member of centre staff must be adhered to at all times.

Only trained technicians must operate the fly bars.

At no times must a technician or any other person enter the bridges at the top of the theatre without having the correct harness which is deemed safe to use and clipped onto the safety wires.

If any lighting is added or removed, a risk assessment must be undertaken and correct safety procedures taken.

The Duty Officer has the authority to cancel any show if these procedures are not adhered to.

**Please note that for your safety and security CCTV is operational in the Control Box and Auditorium**

## 12. Theatre Sets, Fixtures & Fittings

Any sets, fixtures and fittings bought into the building for the purposes of performance should be provided by a competent supplier and plans for construction and assembly should be provided with these items.

These plans and instructions should be available for inspection by the management at the time of assembly. It is the responsibility of the hirer to ensure that such assembly is carried out by the competent persons and safety checks are completed before use.

Curtains, Rails, Lights, Tabs etc. if moved must be returned to their original position before the end of the hire.

The Centre accepts no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded.

It is a general duty of hire to return the facilities used in the condition found. Immediately prior to the event the hirer will be requested by the Duty Manager to agree and sign off a handover report with respect to the condition of the facilities. An inspection will be made of the facilities to note the condition of the facility at the end of the hire, the hirer will be given the opportunity to be present when the inspection is carried out

All equipment and other property (other than stored equipment) relating to your event must be removed from The Theatre by the end of your final hire date. Fees will be charged for each day until removed

## 13. Electrical Equipment

Equipment owned by the Centre – It is the duty of the Hirer to ensure that all equipment is used in a safe and appropriate manner. Instructions relating to specialised equipment must be followed at all times.

Charges will be levied for any non - return or damaged equipment. This will be checked in Post show meeting.

Equipment not owned by The Centre – The Hirer shall be responsible for ensuring that all equipment brought into the centre is fit for purpose intended and is used in a safe and proper manner according to the manufacturer's



instructions. This equipment should be PAT tested. The council will not accept responsibility for any loss, damage or injury incurred by the improper use of such equipment or for defective equipment.

## **14. Governing Law**

These terms and conditions and any booking forms act as a contract. Any contractual conditions are governed by the English Law and all disputes shall be submitted to the nonexclusive jurisdiction of the English courts.

## **15. The Hirer**

The person by whom the booking form is signed shall be considered the Hirer. Where a promoting organisation is named in the booking form that organisation also shall be considered the hirer and shall be jointly and severally liable with the person who signs the booking form, for all the debts and expenses incurred by the hirer.

## **16. Charges**

The hire charges will be in accordance with the scale of charges determined by The Centre. A copy of these charges is available from The Theatre or can be downloaded from our website. We reserve the right to review/and or increase Hire charges for confirmed booking at any time before the hire period begins. We will send you notice in writing if we need to do this. In the event of this the hirer will be given the option of cancelling the agreement without incurring any liability.

## **17. Payment**

Payment can be made by Cash, Debit Card or Cheque, made payable to Dudley MBC crossed a/c payee and presented at The Centre for payment

## **18. Fixings/Buildings**

The Hirer will not attach or fasten by nails, bolts, tacks, screws or tape anything to the walls, stage, floor or woodwork of the building.

## **19. Damages and Set Up**

The hirer shall pay to The Centre the amount certified by the Councils Director of finance as being the amount incurred by the Council in making good any damage or loss of the accommodation to include, adjacent premises and furniture, carpets, furnishing and fittings, or any article owned by the Centre out of the hiring of the accommodation. Management reserves the right when deemed necessary to ask for a security deposit of £200 to cover any damages that may occur. Any charges incurred for resetting the theatre will be levied to the hirer.

## **20. Accommodation**

The hirer will be responsible for the maintenance of good order during the function and shall ensure that no undesirable person is permitted to enter, remain or otherwise make use of the accommodation, and that no person shall trespass on parts of the accommodation not hired by the hirer. Upon the instructions of the duty manager, the hirer shall remove or cause to be removed, any persons from the accommodation hired.

## **21. Security**

Where the event requires additional security, then the hirer shall provide all such additional security personal and arrangements shall be directed or approved by The Centre and all costs shall be the responsibility of the hirer. The Hirer shall 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 (Security Industry Authority) registered and provisionally approved by The Centre.

## **22. Access**

The hire of the accommodation does not entitle the hirer to use or enter the accommodation at any time other than the specific hours for which the accommodation is hired unless prior arrangements have been made to the council. Access times to the theatre are pre-arranged and no one will gain entry prior to stated times. Access by the rear stage door is by arrangement only. For all other access charges will be levied.

## **23. Licences**

The hirer shall ensure that all the conditions attached to the music and dancing licence (and the theatre licence) for the accommodation shall be duly observed and that if children of compulsory school age (from birth up to and including 16 years of age) are performing in the production, that a performance licence or performance licence of exemption has been granted by the Local Authority in which the child resides. A copy of the performance licence or performance licence exemption must be produced before the contract is final.

## 24. Vehicles

Under no circumstances will the council accept any responsibility for the loss of or damage to any car or other vehicle which in connection with the function may be brought or left within the precincts of the accommodation. The hirer shall ensure that no car or vehicle is allowed to be parked in any unauthorised position, and that any instructions given by any of the council's employees in regard to parking of vehicles are strictly observed

## 25. Cancellation policy.

Please note that if the hirer cancels the booking within 90 days of the date of the commencement of the hiring they will lose their 50% deposit. If the event is cancelled within 28 days they will lose 100% of the hire cost.

## 26. Technicians

Technician's services are not included in the basic hire fee; services, if provided they will be charged by the hour or part thereof.

If the hirer engages the services of an outside Technical or Audio specialist and/or their equipment, this should be indicated on the booking form, The Centre will not accept responsibility for any technical difficulty encountered in connection with the use of this equipment.

Only trained technicians may operate pyrotechnics inside the theatre (an appropriate licence MUST be seen and the pyros included in a risk assessment with the centre informed beforehand), the duty officer must be informed when these will be used.

Only trained technicians are allowed to operate the fly bars, weights and the gantries at the top of the theatre, technicians must be in a harness and secured to the safety wire.

Only trained technicians or electricians to change bulbs and lights, this must be reported to the Duty Officer and must be put back to original condition afterwards.

If extra lighting or weight is added to any bars they must be used in conjunction with any safety fittings and the appropriate risk assessment undertaken

All and any persons who are to operate technical equipment must be sufficiently trained and competent to do so. Any relevant accreditation documentation should be submitted to Theatre Administrator during their pre-show meeting.

Only technical staff approved by Centre Management will be admitted to the Control Room.

## 27. Tickets

The Centre does not provide tickets, we recommend the use of Seaty, a free online box office.

<https://seaty.co.uk>

# THE DORMSTON MILL THEATRE BOOKING FORMS



<b>BOOKING REFERENCE NUMBER</b> (for office use only)				
<b>Dates of Hire</b>				
<b>Name of Hirer</b>				
<b>Company Name</b>				
<b>Address</b>				
<b>Telephone Number</b>				
<b>Mobile Number</b>				
<b>Email Address</b>				
<b>Days and Times of Hire</b>				
<b>Day</b>	<b>Date (Including Year)</b>	<b>Arrival Time</b>	<b>Departure Time</b>	<b>Show/Rehearsal/Other</b>
<b>Please provide us with your event running times</b>				
<b>Matinee Performances</b>	<b>Doors Open</b>	<b>Show Start</b>	<b>Interval</b>	<b>Show Finish</b>
<b>Evening Performances</b>	<b>Doors Open</b>	<b>Show Start</b>	<b>Interval</b>	<b>Show Finish</b>
<b>Event Title</b>				
<b>Please give a brief description of your Event and the title e.g. Musical/Pantomime/Dance Show</b>				
<b>Performance Rights obtained – Yes/No, If no please give the reason.</b>				

# THE DORMSTON MILL THEATRE BOOKING FORMS



Do you require any additional rooms for changing?	Times Required
D Block Changing Rooms	
Dance Studio	
Studio 1	
Drama Studio	
Sports Hall Changing	
Kitchen Hire	
Other	

Please note that all rooms are subject to availability due to normal centre usage and hire charges will be applied to additional rooms.

## Please provide us with the details of your Technical Staff and Crew

Stage Manager		Number	
Lighting Technician		Number	
Sound Technician		Number	
Child Protection Officer		Number	
Alternative Contact		Number	

All Hirers must

- Sign in and out at The Centre Reception
- Complete Checks with the Duty Officers, before and after Hire
- Supply required Certificates
- Communicate with Centre Management
- Complete Safety Checks
- Have read and Agree to the Conditions of Hire

**I have read, understood and agree to the Terms and Conditions relating to the hire of the Mill Theatre:**

Signed:	
Print Name:	
Position Held in Company:	
Date:	

Authorised by:	
Date Agreed:	