

Burdall's Yard, 7A Anglo Terrace, Bath, BA1 5NH

Fringe 2024 Terms and Conditions of Hire

1) Definitions

“The Hirer” means the person signing the hire agreement and must be over 18 years of age. Where an organisation is named in the contract that organisation shall also be considered the hirer and shall be jointly and severally liable with the person who signed the contract.

Burdall's Yard is the property of Next Stage Theatre Company Ltd. Any reference to Burdall's Yard also refers to Next Stage Theatre Company Ltd.

Burdall's Yard comprises:

“The Main Stage” refers to the largest space with the stage, which currently seats up to 80 people, or up to 150 people standing or, depending on the type of class, up to 30 participants.

“The Gallery” refers to the space adjacent to the bar, which currently seats up to 30 people, or up to 50 standing, or, depending on the type of class, up to 15 participants.

“The Studio” refers to the smallest space in the venue. It currently seats up to 20 people, or up to 35 standing, or, depending on the type of class, up to 12 participants.

“The Bar” seats up to 32 people, or up to 50 standing.

“Whole venue” means all the above spaces.

“The period of hire” means the time or times for hire appearing in the booking form.

2) Booking

a) You may find you do not have all the detailed information needed on the Fringe Booking Form when you send it back. Please fill in as much as you can and let us have any remaining information on an updated booking form a month before your show. The terms and conditions of hire must be accepted in full as stated, with no amendments or deletions accepted.

b) Next Stage Theatre Company reserves the right to refuse any applications for the use of Burdall's Yard.

3) Charges

a) A non-returnable payment is due on receipt of the deposit invoice, which will be sent to the hirer once they have returned the completed booking form. This payment is to be made no later

than 7 days from the issue date. Failure to do so will incur a 10% late payment surcharge and/or the booking may not be accepted.

b) The remainder of the hire fee to be paid no later than 28 days before the commencement of your event/s.

4) Cancellation

a) In the event of the hirer cancelling his agreement to hire Burdall's Yard within 28 days of the date of the period of hire, or failing to take up any period of hire, Next Stage shall be entitled to 100% of the total hire fee.

b) In the event of cancellation outside of this time period, the hirer will forfeit monies already paid.

N.B. once the hire period has been confirmed with payment of the deposit invoice, there will be no amendment of the hire fee should the hirer not wish, or be able, to use the full period.

d) Next Stage Theatre Company reserves the right, at its absolute discretion, to cancel a booking should it:

- 1) find that Burdall's Yard is unfit for use, due to failure of electricity or gas or any other service to Burdall's Yard however caused or for any other reason whatsoever outside the control of Burdall's Yard.
- 2) be of the opinion that the function is likely to prove of an objectionable or undesirable nature.
- 3) be forced by government to close for the safeguarding of public health.

e) In the event of such a cancellation as detailed above, the total sum paid by the hirer to Next Stage will be refunded. Next Stage Theatre Company will not be held liable to pay any compensation to the hirer or any person affected by the cancellation.

5) Publicity

a) At the end of March, we will be producing Burdall's Yard Fringe Publicity in which all confirmed Fringe events will be featured. For your performance to appear in this publicity we will need 100 words of copy and 2-3 eye-catching images from you before the end of February 2022. A proof of your inclusion will be sent to you to sign off before the final print run is made. A more detailed email regarding our Fringe publicity will be sent out at a later date.

b) By March 23rd, we will need all your promotional material. Your event/s will be publicised on Burdall's Yard noticeboards, website and via our social media (Facebook: Burdall's Yard Twitter: burdallyard_). We will contact you to request information and eye-catching images for the event/s. We require up to **200 A5 flyers, 3 A4 posters and 4 A3 posters**. Information and images relating to your event/s may also be submitted to the local press.

c) Before printing please email a final proof of art work and details to the venue. These must contain the venue's full postal address, postcode and website on the front of the design.

6) Liability

a) The hirer is responsible for arranging adequate Public Liability Insurance (which must cover damage to the hired premises) for a sum of not less than £2,000,000. A copy of the schedule of the insurance must be submitted to Burdall's Yard one month before your hire. If you need advice regarding insurance, contact our Venue Manager.

b) The hirer shall be liable for and shall indemnify Next Stage Theatre Company against all actions, proceedings, claims, damages, charges, costs, expenses whatsoever brought or made against Next Stage Theatre Company in respect of any damage, theft or loss of property, goods, articles or things whatsoever placed, deposited, brought into or left in, or near, Burdall's Yard either by the hirer for his use or by any other person using Burdall's Yard by reason of his hire, unless due to the negligence of Next Stage Theatre Company.

c) The hirer shall be liable for, and shall indemnify Next Stage Theatre Company against all actions, proceedings, claims, damage, charges, costs, expenses whatsoever brought or made against Next Stage in respect of any personal injury to or the death of any person whomsoever, arising out of, or in the course of the hire of the premises by the hirer, unless due to the negligence of Next Stage.

d) Next Stage Theatre Company shall bear no responsibility for the loss of potential or actual earnings of the hirer deemed not to be the fault of, or caused by, Next Stage.

e) If hiring the entire venue, you must not at any time exceed a capacity of 200 persons. This includes venue staff. If you are hiring an individual space, you must observe the maximum capacity figures - The Main Stage (standing 150, seated 80), The Gallery (standing 50, seated 30), The Studio (standing 35, seated 20) The Bar (Standing 50, seated 32)

7) Copyright

a) The hirer is responsible for arranging all rights to perform the works being brought to Burdall's Yard.

b) The hirer will need to pay for all music used in their performance, this can be paid either by the hirer, or by Next Stage, to the Performing Rights Society (PRS). If Next Stage are paying PRS then a list of music used must be submitted to Next Stage a month before the performance. We have a legal obligation to send these lists to the Performing Rights Society. If in doubt, please speak to the venue manager.

8) Front of House

Burdall's Yard will provide bar staff only. The hirer will be responsible for providing at least one, or two front of house personnel to sell tickets on the door, programmes if appropriate and to show people into the correct hired space. Ticket/programme stewards should ensure that they have sufficient float money to give change for sales. All the hirer's staff should be easily identifiable by the public. They should wear stage costume or Company sweatshirts, tee-shirts, or badges.

9) Ticket Sales

- a) Burdall's Yard retains the right to have two house seats at every performance for bar volunteers, patrons or venue employees. Please therefore keep two tickets unsold for any performance.
- b) Burdall's Yard does not have its own Box Office for Fringe events. Hirers should set up their own ticketing services through outlets such as Ticket Source or Brown Paper Tickets.
- c) Unsold tickets should be available for sale by the hirer's Front of House staff at Burdall's Yard from 45 minutes before the start of the performance.

10) Other Hirers

The hirer will be respectful of any other hirings going on in neighbouring spaces around the venue if not hiring the entire venue. They will keep doors closed between the spaces (if occupied) and be responsible for their FOH team ensuring audience members are using routes around the venue that avoid other hirer's spaces. If hiring Main Stage or The Gallery, hirers may find that The Studio is available for use as a changing/cloakroom area but may be accessed by more than one group at a time. The Hirer will be respectful of any other users in shared spaces if applicable.

11) Stage Management

- a) The hirer is to appoint a responsible person who is to be the liason person for all issues during the hire period. This person will receive the Burdall's Yard Health & Safety video sent out one month before their hire. We ask that the video is to be circulated to all involved before the get-in.
- b) NB no set, props, costumes or equipment of any kind can be placed in front of either of the fire exits in Main Stage. A clear 1m passageway must be left throughout the Main Stage to access the double fire doors at the back of the space. Similarly, fire doors and exits throughout the venue must be kept clear at all times.
- c) All items of electrical equipment brought in by the hirer are to have a valid PAT test certificate and this is to be produced to Burdall's Yard staff prior to the show.
- d) There are to be no naked flames used in any of the spaces.

- e) All lights, sound systems, set and backstage arrangements must be checked with everything in position 45 minutes before curtain up.
- f) Before the Venue is opened to the public for each performance the Stage Manager should conduct a safety check of all front of house areas. This check is particularly to ensure that no lanterns and cables pose a risk to members of the public, that all blue Main Stage chairs are securely linked together, and the fire exits are unobstructed.
- g) The stage manager is responsible for overseeing all issues concerning health and safety during the hire period. A First Aid box is located behind the Bar and in the Backstage Area. Any accidents should be reported to a member of Burdall's Yard staff.
- h) It is a condition of the booking that nails, tacks, screws, pins, blu tac, sellotape or other fixings, shall not be driven into or appended to any walls, floors, ceilings, furniture or fittings of Burdall's Yard.
- i) Venue Furniture, equipment, scenery and props shall not be moved or used except by arrangement with the venue manager.
- j) No set construction to take place in the Main Stage.
- k) Venue seats should not be stood on under any circumstances. Ladders and stepladders are available.

12) Lighting and Sound

- a). For the Fringe Festival the following will be supplied: A general wash of lights on all potential performing areas, plus a technical induction. However, unless all you need is Lights On and Lights Off, you will need to supply an operative to run your lights during any show.
- b) If there is a complicated lighting or sound plot, the hirer is responsible for providing a suitably qualified technician, or for employing a technician approved by Burdall's Yard. If your technician has never worked in the venue before, it will be necessary to organise a technical induction here at the venue before your hire begins. Contact the Venue Manager on 01225 967006 to discuss.
- c) If you wish to hang or use your own lighting that is above floor level then this needs to be discussed 28 days in advance with the Venue Manager.
- d) Next Stage Theatre Company will undertake a sound check to ensure that levels are acceptable in the venue. If sound levels are such that they can be heard from outside the building, then the hirer will be required to reduce them. The terms of our license require that no sound is heard outside of the premises as we are in a residential location.

N.B. There is a weight limit on the lighting rig and any additional items need to be checked with the venue manager.

- e) All lights suspended from the rig – either those supplied by Burdall's Yard or brought in by the Hirer – must be attached to the rig by means of safety chains for the duration of the hire.
- f) At the end of your hire, all lighting must be left as it was when you arrived.

g) Burdall's Yard staff reserve the right to adjudicate on sound levels for shows, their decision being final.

h) At the end of every production a member of the Venue Management team will test the full operation of the sound equipment, which should be restored to its original state.

13) Damage

The hirer shall ensure that no loss, or damage, is caused to the facility on hire, or any part thereof, or to the equipment, apparatus or furniture belonging thereto. The hirer shall pay to Next Stage Theatre Company on written demand the cost of reinstating, repairing, or replacing, any part of the venue's equipment, apparatus or furniture belonging thereto which may be lost or damaged during the course of, or in connection with, the hiring.

14) Improper Use

The hirer shall not use the premises, or permit the premises to be used, for any purposes other than for those specified in the booking form.

15) Operation

The Hirer shall, during the period of hire and until the premises are cleared, be responsible for:

- a) The efficient supervision of the premises, the orderly and safe admission and departure of persons to and from the premises;
- b) Keeping the premises safe;
- c) Ensuring that all doors and gangways giving exit from the premises shall be kept unlocked and unobstructed and immediately available for exit during the whole time during performances;
- d) Not exceeding the maximum capacity of the Main Stage, The Studio, The Gallery, or The Bar.
- e) Ensuring that they and the company are familiar with the venue's emergency evacuation procedures;
- f) Ensuring that only authorised actors and Stage crew access the backstage areas at any time;
- g) Linking together the blue auditorium chairs when setting them out and ensuring before each performance that they have not been separated;
- h) The operation of a no smoking policy throughout the whole building. Any company members who want to smoke must do so well away from the courtyard and front of the building.
- i) Checking that no alcoholic drinks are brought into the building for consumption backstage. The venue is fully licensed and drinks can be obtained from the bar.

j) Ensuring that the hired and backstage areas are left in a clean and tidy condition at the end of each performance and at the end of the hire period.

16) Arrival and Departure

Please note there is no parking at Burdall's Yard and the venue opens onto the very busy London Road. If your van or car are small enough you can reverse into the archway area that leads to Burdall's Yard as far as the second set of gates. Goods/equipment can then be unloaded within a 20-minute time slot. After this the car or van must be driven and parked off site. There is also access to the venue from Pera Road via Burdall's Yard Emergency Exit gate and straight down into Main Stage. Please negotiate time and access with the Venue Manager. Once equipment has been unloaded vehicles must move on to park elsewhere. Morrison's car park is a 5-minute walk away and provides up to 3 hours free parking. Alternatively, there is some limited parking in adjoining streets.

- a) The hirer shall only use the premises on the dates and times specified on the booking form.
- b) The hirer shall vacate the premises at the time specified on the Booking Form leaving the space as they found it.
- c) The hirer shall remove all of their personal items by the agreed "Get Out" time.
- d) At the end of the hire period the hirer shall remove from the building all rubbish that has accrued from their hire period and dispose of it off site.
- e) At the end of the hire period any lighting or sound equipment belonging to Burdall's Yard should be returned to its original state before the hire.
- f) The "responsible person" will meet a member of Burdall's Yard staff at the end of the hire period to ensure that the venue has been left in an appropriate manner and return the Burdall's Yard User Guide.