

THEATRE ROYAL WAKEFIELD – MATCHAM AUDITORIUM

VISITING COMPANY - TERMS AND CONDITIONS

(revised February 2026)

1. GENERAL TERMS

1.1 The Visiting Company shall:

- a) Have access to the Theatre on such dates and times as agreed in the Event Schedule
- b) Provide one production at their own expense, to be performed once or more in accordance with the event schedule. If differing productions are to be performed on separate occasions, but within the dates and times as set out in the Event Schedule, after the signing of this agreement then additional charges may be levied at the Management's discretion
- c) Provide a full and efficient company capable of presenting the production
- d) Provide all properties, costumes, scenery and furniture and shall provide storage room at their own expense if no space is available in the theatre
- e) Provide a technical rider which includes, but is not limited to, health and safety policy, production risk assessments and method statements, electrical testing (PAT), scenery testing, and proof of flame retardant treatments
- f) Effect and maintain adequate insurance policies to cover all requisite statutory and other legal liability
- g) Obtain in respect of the production and indemnify the Management against all authors', composers', publishers' and others' fees (including for the avoidance of doubt any licenses required from the PRS, PPL or any other collecting society, royalties and taxes payable in respect of the production, other than fees payable by the Management under PRS Tariff T for overture, entr' acte and exit music and incidental and curtain music)
- h) Provide comprehensive details at least 28 days prior to the start of the engagement of all music to be used in the performance to the Management, or a copy of the license or permission pertaining to the performance of music other than overture, entr' acte and exit music and incidental and curtain music
- i) Make known to the Management, any recommended minimum age, strong language, nudity, sexual or other potentially offensive content in the performance, as soon as possible, and in any event no later than the Marketing Deadline, as set out in the Event Schedule. Any refunds on tickets arising from complaints about such matters will be recharged to the Visiting Company
- j) Leave the Theatre, including the stage and all backstage areas, as they found it. Any expense incurred by the Management in returning the Theatre to its former state will be re-charged to the Visiting Company
- k) Ensure that all members of the Visiting Company comply with the Theatre's Health and Safety Policy, Fire Precautions and Safeguarding Guidelines which are available on request and can be found on our website
- l) Not display or announce advertisement of any kind relating to an event other than the agreed performance before, during or after the performance, unless agreed in writing with management

prior to the event date

m) Companies visiting for two days or more must supply a detailed day by day plan of any rehearsal (dress & tech) and performance days that take place whilst in our building, including timings for get ins, breaks, and get outs. This must be sent to the Programme Manager and Production & Technical Manager at least **6 weeks** before the commencement of the event dates. Contact details can be found at the end of this document

1.2 The Management shall

a) Provide the theatre with all technical equipment and all heating and lighting as normally available

b) Provide appropriate dressing rooms with running hot and cold water, adequate lighting, heating and mirrors

c) Provide and pay for the administrative, front of house and cleaning staff as required for the proper running of the theatre

d) Play a pre-recorded announcement before each event prohibiting the audience from using electronic devices and/or photographing the event unless prior notice by the company is given

e) Obtain in respect of the theatre all necessary licenses or permissions and adequate employers and public liability insurance to cover the premises and activities therein

f) Provide a safe working environment whilst the Visiting Manager is on the premises

g) Control and superintend the theatre for the protection of the public and the fulfilment of all licenses relating thereto

h) Catering riders can be provided and will be recharged to the Visiting Company

1.3 Where the terms agreed refer to Net Box Office Receipts (NBOR), this shall be gross box office receipts less an amount equivalent to the prevailing standard rate of Value Added Tax (VAT), royalties (if applicable), third party ticket agency commissions, credit card retail commissions for both retail and online sales, a £2.00 ticket supplement, and PRS fees (calculated as a percentage of gross receipts per the relevant tariff). The net income shall not include consideration in relation to Mixing Desk, House, Company, and Private Property seats. All fees and charges are subject to VAT at the prevailing rate

1.4 If the Visiting Company agrees to tickets being placed on-sale without returning this contract, we will deem you are in agreement with all the details stated in this contract

1.5 The Visiting Manager shall arrange for at least one interval in each performance of the Production for at least 20 minutes duration. The loss of revenue to the Management caused by the absence of such an interval will be recharged to the Visiting Manager at the rate of £1.50 per person attending each performance of the Production

1.6 Should additional public performances, or additional access times be added after the contract has been signed then this may attract additional charges

1.7 The final settlement will take place within 30 days of the final performance. Any outstanding sums owed will be subject to interest charges. All fees and charges are subject to VAT at the prevailing rate

1.8 The Management reserves the right to use the theatre for such other activities as it may determine outside of the dates and times agreed in the Event Schedule

1.9 In order to maintain the safety and security of our audience and staff, the Management reserve the right to hire in door security at their discretion. In the event that door security is required, the Visiting Company will be notified by the Management at contract stage and agreed in writing. The costs of which will be split as per the deal between the Management and the Visiting Company.

1.10 Once signed by representatives of the two parties concerned, this agreement becomes legally binding on both parties. Resignation or dismissal of the signatory, or any internal dispute which has the effect of invalidating the actions of that individual does not release either organisation from the financial or other obligations of this agreement

1.11 Nothing herein contained shall be deemed to be a partnership between the parties

2. MARKETING

2.1 As part of the agreed deal as set out in the Event Schedule, the Management will provide entries in a Season Brochure, the Theatre Royal Wakefield website, an e-shot and a social media post. The production will also feature in the Theatre Royal Wakefield monthly e-newsletter. Once received, print (as in Para. 2.2 - 2.7 below) will be displayed throughout the theatre at the Management's discretion

2.2 The Visiting Company will provide posters and overprinted leaflets, the design and text of which must first be approved by the Management in writing, and must clearly state the name of the Visiting Company

2.3 When referring to the Management in print, online or any other medium, the Theatre must be referred to as **Theatre Royal Wakefield**. The Theatre will not display any marketing materials which do not adhere to this format

2.4 The Visiting Company shall ensure that all print material clearly incorporates the following:

Your company name

Full name of show, dates and times

Box Office: 01924 211 311

Book Online: theatreroyalwakefield.co.uk

Our logo in a transparent format

Although not mandatory, if the ticket price is stated on any print, our booking fee of £1.75 (per transaction) must be included

2.5 The Visiting Company shall provide:

a) Copy and relevant images for the theatre brochure and website

b) **One Night Shows** 15 x A3 posters / 300 x A5 overprinted leaflets **OR**
Week Long Runs 30 x A3 posters / 1000 x A5 overprinted leaflets

The design of which must incorporate the Theatre's logo and other essential information (including box office telephone numbers and the website URL). The Management retains editorial control and may request alternative images, and/or may alter text supplied

2.6 The Visiting Company must have approval for the use of all designs/images used in print and other media before any such material is produced and will indemnify the Management against any claims arising from unauthorised use, howsoever caused

2.7 Print shall be supplied no later than **8 weeks** before the commencement of the production. Failure to do so will inhibit The Management's ability to promote the show. If print is not received by this date, a penalty of £100 per day will be charged. All fees and charges are subject to VAT at the prevailing rate

2.8 Extra marketing activity can be arranged. Charges for this will be subject to quotation in respect of an individual Visiting Company's requirements and in agreement with the lead marketing campaign contact. The theatre will take 20% commission on any extra paid for social media activity outside of what is already stated in clause 2.1

2.9 The Management will promote the Theatre and programme of events by a range of means that may include special offers, loyalty reward schemes and discounts for specific audience categories. Such schemes will be applied to all events in the programme including performances by Visiting Companies and other organisations using the theatre

3. TICKETING

3.1 Prices of admission shall be fixed by the Management after consultation with the Visiting Company, whose advice shall not be unreasonably ignored. The Management reserves the right to make the final decision on ticket prices. Our ticket prices are 'starting at' prices and are subject to change as the theatre fills

3.2 We operate Inventory Management to ensure the perception of success across all performances, helping to fill slower performances and capitalising on demand for more popular dates. All price points are available in the on sale window and when shows are at the high levels of demand, higher price points are available, which captures additional revenue

3.3 The Management will provide a Box Office service to sell tickets on behalf of the Visiting Company

3.4 The Management will allocate **twelve** seats for a sound mixing desk. If the Visiting Company does not require this allocation they must inform the Management a minimum of **7 days** before the first performance

3.5 The Visiting Company shall be entitled to a maximum of **ten** complimentary tickets. If the Visiting Company does not require this allocation they must inform the Management a minimum of **7 days** before the first performance

3.6 The Management reserves the right to retain in respect of each performance **ten** house seats

3.7 The Management reserves the right to retain in respect of each performance **ten** private property seats for the Management's own use and benefit

3.8 Standard seating allocation is as follows:

Maximum capacity	485
Allocation for house seats	10
Allocation for mixing desk	12
Allocation for company comps	10

Allocation for private property seats	10
Wheelchair only spaces	04
Final Capacity	439

Any amendment to the above allocations must first be agreed with the Management in writing

3.9 Wheelchair Users and Companion are entitled to discounted seats and all bookings for these seats must be channeled directly through the Theatre Box Office. The Management reserves the right to reduce the Theatre's normal capacity to accommodate these wheelchair users

3.10 The theatre has a £2.00 Ticket Supplement which must be included within all advertised seat prices, the proceeds from which will be retained by the Management

3.11 Tickets must not be offered for sale through any other channel unless otherwise agreed with the Management in writing

3.12 The Management will offer the following discounts unless otherwise agreed with the Management in writing:

- a) Season Saver – these offers apply to tickets bought for shows in one of our three seasons. Valid on full price tickets in price bands A & B only.
Book 3-4 shows - save 10%
Book 5+ shows - save 20%
- b) Groups and Schools receive the following discounts for any show:
10+ £1 off per seat
20+ £2 off per seat
50+ £3 off per seat
- c) Schools and youth groups pay £14.00 per ticket with one free adult place for every 10 child seats booked. The discounted tickets is for children only, adults pay full price for extra seats
- d) The Management operate a membership scheme offering priority booking and up to 10% discount off tickets on all shows unless otherwise agreed in writing
- e) A 10% discount shall be applied to all Max Card holders when booking certain shows

4. REFUNDS

The Management reserves the right without liability to the Visiting Company to issue a refund to customers in the following circumstances

- a) The event was cancelled or postponed due to late or non-arrival of the Visiting Company
- b) The event was significantly different to that which was advertised due to incorrect or misleading marketing material being provided by the Visiting Company
- c) The event contains elements such as strobe lighting, which the Visiting Company did not forewarn the Management about in advance
- d) The show was of a poor quality which this is evidenced by numerous complaints

Administration fees may be levied at the Visiting Company in the case of refunding numerous customers

5. TECHNICAL AND FRONT OF HOUSE STAFFING

5.1 The Management will provide

- a) Get-in 2 x crew
- b) Show Call 1 x duty stage and 1 x board operator (Lx only).
- c) Get-out 2 x crew until 11pm

up to a normal maximum of 12 hours per day inclusive of rest breaks (see Para. 5.5). Charges for additional staff hours will be levied at the rates quoted in Para. 5.2

Get-outs: Minimum two hour call, UKT/BECTU rules apply. Get-outs charged at £100 per person for first two hours and £50 per person per hour thereafter

5.2 If additional staff or additional hours for scheduled staff is required, this will be recharged at £22.50 per person per hour, or part thereof. There is a minimum call of 4 hours per member of staff. All fees and charges are subject to VAT at the prevailing rate

5.3 If a Pre-Rig is required, an additional access charge of £175 will be recharged plus £22.50 per staff member per hour required, or part thereof. All fees and charges are subject to VAT at the prevailing rate

5.4 The Visiting Company may film all or part of the production within the Theatre subject to written consent by the Management at least 28 days prior to the engagement, and will be subject to a Facility Fee of £350. All fees and charges are subject to VAT at the prevailing rate

5.5 Stage technical staff members are entitled to a minimum of:

- a) One x 20 minute rest break if working over 6 hours per day, or
- b) One x 1 hour rest break if working 6-10 hours per day, or
- c) Two x 1 hour rest breaks if working more than 10 hours per day

Rest breaks must be mutually agreed between the Visiting Company and Production Manager. During rest breaks, should all members of the tech team leave the building to take their break, the visiting company must also leave the building. Members of the visiting company cannot remain in the building without a member of Theatre Royal Wakefield staff present. If rest breaks are not observed, a charge of £175 will be recharged per missed break plus £22.50 per staff member. All fees and charges are subject to VAT at the prevailing rate

5.6 The Management requires all technical staff supplied by the Visiting Company are competent and in their opinion capable of carrying out their tasks in a safe and proper manner. If, in the sole opinion of the Management, this is not the case then the Management reserves the right to remove any technical staff supplied by the Visiting Company, and bring in additional paid staff, the costs of which will be re-charged to the Visiting Company at the rates quoted in Para. 5.2

5.7 All technical and stage requirements (including staff calls) must be agreed at least 28 days with the Production Manager in advance of the first performance. Penalties for late calling of staff may be levied if this is not observed

5.8 The Management provides all normal Front of House, Box Office, Bar and Kiosk Staff for the

convenience and safety of the public

5.9 If additional front-of-house staff are provided by the Visiting Company then they must not exceed four at any performance. Locations and activities of such staff must be agreed with the Duty Manager

5.10 Access to the building or use of staff after midnight will attract a premium charge

5.11 Use of a confetti cannon during a performance will incur a cleaning fee of £250. This will be applied to the final settlement and will be subject to VAT at the prevailing rate

6. SAFEGUARDING

The Management puts the welfare of children and young people at the heart of what they do. If the Visiting Company is working with a child or children under the age of 18 years (as performers or in any other role in respect of the production) then the Visiting Company must effect and maintain appropriate safeguarding policies to ensure the safety and wellbeing of all children involved.

We do not require Visiting Companies to give us details of young performers in advance of the show. However, in the instance of a request being made to us for information from the Local Authority this must be provided in a timely manner. Therefore:

1. If a request for information on child performers is made to us by the authority during the agreed contract dates, the information must be provided within 3 hours
2. If a request for information on child performers is made to us by the authority outside the agreed contract dates, the information must be provided within 24 hours

6.1 The Management requires the Visiting Company to comply with current performance license legislation, have appropriate licenses in place for child performers where applicable, and have at least the minimum required number of registered chaperones. If, in the sole opinion of the Management, this is not the case then the Management will discuss this with the Visiting Company in the first instance and then refer the Visiting Company to the appropriate authority if and when necessary

6.2 The Management reserves the right to undertake 'spot checks' which includes but is not limited to requesting to view chaperone licenses on demand and checking dressing room allocations

6.3 The Management shall be entitled without liability to the Visiting Company to cancel a performance or performances of the production in the event the Management has concerns over the welfare of any child or children involved in the production

The Management work closely with our local authority child employment/ licensing officer to ensure we adhere to best practice and we would refer all companies to the following guidelines and guidance issued by them:

<http://www.wakefield.gov.uk/schools-and-children/supporting-families/education-welfare-service/children-entertainment>

For more information on Licensing in the Wakefield District please contact igreen@wakefield.gov.uk

Please also see the following link for Theatre Royal Wakefield's Abridged Safeguarding Policy:
<https://www.theatreroyalwakefield.co.uk/take-part/safeguarding-policy>

7. MERCHANDISE

7.1 The Management is exclusively entitled to the revenues from front of house privileges including programmes, souvenir items and revenue from bars and refreshment rooms, except as otherwise provided for in this agreement

7.2 Approval for the sale of merchandise, including programmes, owned by the Visiting Company in the Theatre must be given before such sales take place

7.3 Where it is agreed that merchandise and/or programmes which are provided by the Visiting Company are to be sold, then a commission of 25% of gross sales shall be charged by the Management as commission on the sale/s

7.4 The visiting company must notify the Front of House Manager how much income has been received through merchandise sales on the evening of the performance in order to obtain the correct commission. Failure to do so will incur a fee of £250 + VAT at the prevailing rate

8. CANCELLATION

8.1 In the event of cancellation by the Visiting Company the following shall apply

a) The Management shall positively consider any suggestions made by the Visiting Company for an alternative production for the period of engagement as set out in the Event Schedule, and use its reasonable endeavors to find such an alternative production

b) On the request of the Management, the Visiting Company shall pay the Management compensation as follows

i. In the event of cancellation between the Marketing Deadline, as set out in the Event Schedule, and 16 weeks prior to the engagement: 25% of the cancellation fee

ii. In the event of cancellation between 16 and 4 weeks prior to the engagement: 50% of the cancellation fee

iii. In the event of cancellation less than 4 weeks prior to the engagement: 100% of the cancellation fee

The Cancellation Fee will be the agreed hire fee set out in the Event Schedule. In the event of an arrangement against a box office split the equation to establish the Cancellation Fee will be based on the projected yield at 100% capacity minus the portion of the split to the Visiting Company

8.2 The Management shall be entitled without liability to the Visiting Company to cancel a performance or performances of the production in the event that there shall have been insufficient box office sales of the particular performance

8.3 The Management shall be entitled without liability to the Visiting Company to cancel a performance or performances of the production in the event that the required company members have failed to present themselves at the Theatre an appropriate amount of time before the event on the day or days as set out in the Event Schedule

8.4 In the event that the performance of these obligations shall be prevented by a Force Majeure event, for example, Global Pandemic, Royal Demise, an Act of God, physical disability, industrial action, actions on the part of public authorities or labour unions, or civil disturbance, this agreement shall be suspended for as long as such incapacity shall continue and any payments shall be

apportioned by mutual agreement

9. EXCLUSION

The production must not be presented within a 25-mile radius of the Theatre for 12 weeks either side of the times and dates agreed in the Event Schedule without prior written permission of the Management. For the avoidance of doubt, this radius includes venues in Harrogate, Leeds, Halifax, Huddersfield, Barnsley, Doncaster, Rotherham and Sheffield

10. CONFIDENTIALITY

The phrases and circumstances of this Agreement are completely confidential between the parties and shall not be disclosed to anybody else. Any disclosure in violation shall be deemed a breach of this Agreement

11. GOVERNING LAW

This Agreement is governed by the law of England and Wales, and is subject to the exclusive jurisdiction of the courts of England and Wales

12. USEFUL CONTACTS

Senior Communications & Programming Manager

Emma.proctor@theatroyalwakefield.co.uk

Communication Officers

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