

Terms and Conditions

1 - General

- 1.1) In this agreement MAC means Midlands Arts Centre (Company registration number 03261120) and 'The Hirer' refers to the person or business booking with MAC.
- 1.2) Any amendments or additions to this agreement are only valid if confirmed in writing by the Head of Sales and Events.
- 1.3) MAC will undertake to supply the facilities detailed in your agreement at the times specified in the agreement for the duration of the agreement only. These facilities will be charged at the predetermined rates detailed in your agreement/communication with the Sales and Events Team.
- 1.4) The Hirer agrees to adhere to the full terms and conditions of hire including the schedule of payments detailed in the agreement.
- 1.5) You will not use the room for any activities other than in connection with your business and, in any event, shall not permit the room to be used for any illegal activity.
- 1.6) MAC is determined in its provision of services, policies & procedures to seek to show respect to all users irrespective of race, gender, sexual orientation, religion, disability, age, gender reassignment, marital status or ethnic origin and will not tolerate any behaviour inconsistent with this approach by you, your representatives or your guests.
- 1.7) MAC is a charity and its charitable status places some restrictions on the type of events and ancillary activities which it can support. If you are uncertain about the acceptability of any activity you might plan at MAC you are encouraged to discuss this with the Sales and Events Team.
- 1.8) MAC does not accept any responsibility for any item of furniture, personal effects or other belongings left in the room and has the right to dispose – without notice - of such property, the costs of such disposal being the responsibility of you / your representatives.
- 1.9) You will not use the room in any way that results in annoyance or disturbance (including sound level) to MAC or other people and occupiers of the building. This includes, without limitation, conduct which is unlawful, or which may harass or cause distress or inconvenience to any person. This also includes the transmission or public display of obscene or offensive content.

2 - Periods and duration of agreement

- 2.1) The periods and duration of the agreement detailed to the Hirer are valid only from the 1st April 2021 to the 31st March 2022.
- 2.2) MAC reserves the right to revise the terms of this agreement on the renewal date of 1st April 2022.
- 2.3) The normal periods of hire will be confirmed in writing by the Sales and Events Team.
- 2.4) Bookings confirmed by the Hirer will only be secure once the room hire payment and/or the minimum number of day delegate rate payment have been received. MAC reserves the right to cancel an event/booking without warning should the Hirer have debt with MAC.

3 - Specified facilities included in hire

- 3.1) Facilities detailed and specified in the agreement are for use by the Hirer over the duration and periods detailed above.
- 3.2) MAC may request you to use an alternative room in the building from time to time and this substituted room shall become the room for the purposes of this agreement.

4 - Rates of hire

- 4.1) Any additional charges incurred by MAC beyond the limitations of this agreement are rechargeable to the Hirer.
- 4.2) All rates are subject to VAT at the normal rate of 20%.
- 4.3) Details of rates chargeable under this agreement will be listed to you. Some items such as catering and technical resources may be added to the final invoice after the event.
- 4.4) When choosing a Day Delegate Rate Package, the Hirer will be invoiced based on a minimum number of guests which cannot be lowered unless agreed in writing with the Sales and Events team.
- 4.5) Surcharges will be levied for late vacation of space hired, at the rate of £100.00+vat per hour or part thereof. These surcharges will be included in the Hirer's final invoice.

5 - Payment Terms

- 5.1) We will require a full payment prior to your event. This will be indicated to the Hirer and will be accompanied with an invoice or pro format invoice. Any deposit paid is non-refundable unless within the cancellation policy terms on point 6.
- 5.2) Any remaining balance will be invoiced after the event and payment must be made within 14 days of receipt of our invoice(s) or 14 days before the start of the event, whichever is the earliest.

6 - Cancellation by the Hirer

- 6.1) If the event is cancelled between 28 and 42 days from the event date, 50% of the estimated booking value will be charged. Please note the specific cancellation policy for the use of the Main Theatre, Hexagon Theatre and Foyle Studio.
- 6.2) If the event is cancelled between 0 and 28 days from the event date, 100% of the estimated booking value will be charged. Please note the specific cancellation policy for the use of the Main Theatre, Hexagon Theatre and Foyle Studio.
- 6.3) If an event in our Main Theatre, Hexagon Theatre or Foyle Studio is cancelled between 60 and 90 days from the event date, 50% of the estimated booking value will be charged. If an event in our Main Theatre, Hexagon Theatre and Foyle Studio is cancelled between 0 and 60 days, 100% of the estimated booking value will be charged.

7 - Cancellation by Midlands Arts Centre

- 7.1) MAC reserves the right to cancel the booking in the event that: a) MAC or any part of it is closed due to fire, dispute with employees, altercation, decoration, by order of any public authority or as a result of any circumstance beyond the reasonable control of the arts centre. b) The Hirer becomes insolvent or enters into liquidation, administration or receivership. c) The Hirer is in arrears with payment to MAC. d) The Hirer or the event might prejudice the reputation of MAC

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Registered company no. 718349
Registered charity no. 528979
VAT no. 818 2851 16

and in such an event, MAC's only liability to the customer shall be the refund of any advance payment paid in connection with the cancelled booking (when the refund will be at the discretion of MAC if the cancellation was made under (b), (c) or (d) above).

8 - Catering

8.1) Notification of final numbers for catering should be given at least 72 hours prior to the commencement of the event. MAC will attempt to accommodate any subsequent alteration to numbers or menu requirements. The confirmed figure or the number of guests actually attending, whichever is the greater, will be used for invoicing purposes. MAC has the sole right for provision of all food and liquor within the venue. Please note that we are unable to offer Halal catering.

9 - Liability and Insurances

9.1) MAC accepts no responsibility for loss or damage to any property of the Hirer or its guests other than that which may have been caused as a direct result of any negligent or fraudulent act or omission of MAC. It is the responsibility of the Hirer to ensure that full insurance cover is in place for any items brought to the venue.

9.2) Furniture and equipment belonging to MAC should not normally be moved or operated by the Hirer or any delegate attending an event unless authorized to do so by a member of MAC staff.

9.3) Any damages caused to the building or its contents are the full responsibility of the Hirer and the repair or replacement will be charged in full. Any loss of business that the damage caused incurs will be charged to the Hirer in full.

9.4) You agree to insure any equipment, or personal property brought onto the premises. You also agree to carry appropriate employee insurance.

9.5) You will not damage any of the decorations, fixtures and fittings or other equipment in the room. You will not remove any decorations, fixtures or fittings or other equipment from the room. In the event that you or your guests damage/remove any part of the room, you will be held liable for all costs incurred by MAC.

10 - Electrical safety

10.1) MAC reserves the right to confiscate or take out of use any electrical equipment brought on site that MAC classes as electrically unsafe. All electrical items brought onto site must be PAT tested and documentation of such should be provided.

11 - Smoking policy

11.1) MAC is a no smoking building. If a fire alarm is triggered due to individuals not complying with the smoking policy all costs incurred to the activation will be charged on in full to the Hirer.

11.2) If a delegate/guests is discovered smoking inside the non-smoking areas the Hirer will be liable for any costs or fines incurred as a result and the delegate will be asked to leave the building immediately.

12 - Exhibitions and Stalls

12.1) Hirers should provide a full risk assessment of any exhibition equipment(s) or stands brought onto the premises and also provide documentation of public liability insurance.

13 - Health and Safety

13.1) It is the Hirer's responsibility to ensure that an attendees' record sheet is available should MAC needs to be evacuated.

14 - Access and Keys

14.1) Should you wish to sign out a door access keycard(s) for the room(s), Please ensure that you return the card(s) to the Welcome desk at the end of each day. Cards which are not returned to mac at the end of your performance contract will incur a charge of £25 plus vat per card.

15 - Safeguarding

15.1) Whilst under the supervision of the Hirer, it is the Hirer's responsibility to ensure the safeguarding of their delegates, guests, students and service users is met at all time. MAC reserves the right to request the Hirer's Safeguarding procedure at any time during the booking. A special attention must be given with young people and vulnerable adults.

16 - GDPR

16.1) Whilst on site, it is the Hirer's responsibility to protect their visitor and guests' personal data at all times.

17 - Performances and Screenings Bookings

17.1) Any personnel contracted by you (or working for you voluntarily) during the event are subject to the authority of the Duty Manager (Designated Premises Supervisor), the Sales and Events Team Leaders, the Senior Management Team and the Technical Manager (or their deputies.) In particular they must abide by all the rules of the venue; ensure that they are fully aware of all fire, safety and emergency procedures and do nothing to cause a breach of our Premises License or agreed Health & Safety Procedures.

17.2) As promoters of the event you are fully responsible for the program; for securing any necessary permissions and licenses; for meeting any required copyright payments or distributors fees and for the contracting and payment of artists and your own production staff. Please note that proofs of correct permissions, licenses and copyrights may be requested by the Sales and Events team.

17.3) Where applicable, you must complete and return the form relating to Performing Rights Society.

17.4) You are responsible for all tax, VAT and any other financial liabilities relating to any ticket sales that MAC makes on your behalf. Please ensure to reflect this – if necessary – in your ticket price.

17.5) MAC is the sole ticket provider, any requests by you as the promoter to be allocated a number of these for private sale should be notified (in writing) to us in advance together with the name(s) of those people who are authorized by you to take complimentary tickets from us.

17.6) You are required to use a specified number of Customer Services usher for each performance which will be provided by MAC and agree to pay the set rate for any additional hours required.

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17.7) MAC applies and keeps a ticket fee on all ticket sales (including agent tickets which you may wish to sell yourself), this fee is added to your ticket price and it paid for by the ticket holders. The commission fee for tickets with a value of £10.00 and under (including free tickets) is £1.00 and there is a commission fee of £1.50 for tickets prices £10.00 and over.

17.8) Any arrangements for catering and hospitality must be made directly with the Sales and Events team at MAC. We regret that we cannot permit you to bring in your own food or drink or use outside caterers on our premises.

17.9) All technical requirements must be discussed and agreed with us well in advance of performance dates as, however minimal these might be, failure to do so could seriously compromise your show. MAC will provide a technician to service your booking and this service will be charged at the prevailing rate for technical support.

17.10) Unless agreed otherwise rigging/setting of lights can only be done during the dates/times as specified on your contract and time booked.

17.11) Please note that we do not offer any brochure advertising.

17.12) MAC cannot be liable for any claim, loss or damage sustained by you as a result of failing to provide the room and/or the services by reason of force majeure, mechanical breakdown or any other reason beyond MAC's control or due to the delay or failure of any mac staff member to perform their duties. In no circumstances shall MAC be liable for any loss of profits, loss of business or consequential losses suffered by you.

17.13) All charges under the agreement are exclusive of VAT, which will be charged to you at the standard rate. Any additional charges for use of services (such as administration services, photocopying etc) will also be subject to VAT. Any additional charges will be included in your final invoice.

17.14) MAC endeavours to be accessible to a diverse audience on a fair and equal basis and will not permit public promotion of any specific religious or political beliefs to the detriment of others.

17.15) In line with current smoke free legislation where the artistic integrity of a performance makes it appropriate for a person to smoke on stage, the smoke free legislation does not apply. This exemption does not apply to rehearsals. You agree to, and are responsible for, informing both mac and Birmingham City Council in writing at least four weeks in advance of any intention to smoke during a performance and you take full responsibility for all costs and liabilities associated with this legislation in regards to your performance & any associated rehearsals. You also agree to ensure that all of your guests and representatives are aware of, and fully comply with, this legislation.

17.16) Please note that MAC will block from sale between 2 and 4 house seats (depending on venue) which may be made available for sale on the day of the performance by the Sales and Events Team; this is done at the discretion of the Duty Manager and her/his decision is final.

17.17) You agree to not use tape or any other materials that may mark or leave a residue on the floor. You are responsible for ensuring that, for any items of set / props you wish to use within the spaces, you provide sufficient rubber feet/ protective materials to be placed under them to prevent damage to the floor. You will be held responsible for any damage caused during your use of the spaces and will be held liable for all costs incurred by MAC.

18 – Code of Conducts

18.1) Everyone at MAC deserves to be treated with respect.

18.2) Everyone is expected to work with MAC to provide a supportive environment that secures the well-being and very best experiences for users of MAC.

18.3) This includes taking care of MAC property and facilities.

18.4) Everyone is expected to work with MAC to consider the safety of its users.

18.5) The use of illegal substances will not be tolerated. Excessive consumption of alcohol is not acceptable.

18.6) MAC has a zero tolerance policy towards bullying and harassment, including sexual harassment.

18.7) If you witness or experience harassment or any other unsafe situations, you should report it to the Duty Manager.

18.8) You have the right to be listened to and to be taken seriously.

18.9) MAC has the right to withdraw services and/or exclude persons from the building if the code of conduct is not adhered to.

19 – Covid 19

19.1) MAC follows all Government guidance relating to COVID-19 and expects the Hirer to adhere to these regulations too whilst working at MAC.

19.2) Government guidance is being reviewed on a daily basis to ensure the latest available information is put into practice and therefore rules and regulations may be subject to change at short notice, both MAC and the Hirers will need to be flexible to accommodate these changes at short notice.

19.3) MAC will provide an induction for all Hires on arrival to brief them on specific guidelines in place throughout the building.

19.4) The Hirer will be asked to comply with NHS track and trace regulations as they enter the building.

19.5) Face covering must be worn in MAC for the safety of visitors and staff, and in line with Government guidelines unless for medical reasons.

19.6) Throughout the building the Hirers should adhere to social distancing and follow our COVID-19 signage. Hand sanitiser stations should be used regularly, and upon arrival and exit of the venue.

19.7) If any member of the Hirer's guests, or their household/bubble, has symptoms of COVID-19 in the 10 days prior to the performance they should not visit MAC. The Hirers will be responsible for finding a replacement member or altering MAC to need to cancel/rearrange (see clause 18.9 below).

19.8) If any member of the Hirer's guests develops symptoms of, or tests positive for, COVID-19 whilst on site they must self-isolate in line with Government guidance and immediately inform their contact at MAC. The Hirers - in liaison with MAC - will assess whether the performance is able to go ahead and if not will be cancelled/rearranged in line with Clause 18.9 below.

19.9) In the event that the Event cannot go ahead: MAC and the Hirer will seek to rearrange the Event to a mutually agreeable time.

19.10) Whilst COVID-19 restrictions are in place MAC will be operating venues at a reduced capacity which will affect financial deals with the Hirer, these will be discussed and agreed in advance.

19.11) For large events, customers will be seated in a staggered manner to control the flow of people into the auditorium, get in, tech rehearsals and show times, including intervals will be agreed in advance to accommodate this.

19.12) The Hirer will provide MAC with a full risk assessment of the production not later than 21 days prior to the Event date and this should also include details of how the Hirer will handle compliance with COVID-19 requirements.

19.13) Please respect all fellow visitors, customers and staff members. We are adapting to huge changes due to the impact of the pandemic, and this is a new and challenging time for us all.

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