



CATTLE PRODUCTIONS LTD. – TERMS & CONDITIONS  
(to be accepted by venues where we perform)

The venue booking should be inclusive of the following:

- The standard House Rig.
- The House PA.
- The venue must be available for occupation from 11am on agreed first day to 11pm on final day. This is the "Hire Period".
- Use of all technical items, including microphones, projector and backcloth/screen suitable for projecting backdrop images onto the back wall of the stage.
- One member of technical staff to assist with the operation of technical elements for the event. They should be present for two hours prior to each performance and for up to one hour after the end of the performance. Their role is to assist with the operation of technical elements for the event and to deal with any emergencies that arise.
- For performances — Front of House Staff to meet legal requirements in the event of an emergency evacuation including 1 Duty Manager, sufficient Bar Staff & 1 Box Office Staff.
- A minimum of 2 Usher Staff. Their responsibility is to assist with safe evacuation in the event of a fire or other emergency. The ushers will also be responsible for checking tickets and showing audience members to their seats. If these cannot be provided, Cattle Productions Ltd. will endeavour to source at a rate of £20 per hour. In this case, there will be a minimum 4-hour charge per staff member.
- Exclusive use of secure dressing rooms (minimum of 2). Also, a third secure dressing room for prop storage, unless an alternative suitable backstage area is available. Dressing rooms must be clean and tidy, free from clutter and other show's props/costumes. Easily accessible toilet facilities must also be provided, separate to that of the audience facilities.
- Cleaning of the auditorium on a daily basis and all front of house and back stage areas including toilets.
- Public performances will be included in the venue's seasonal brochure as part of the Box Office Services. Cattle Productions Ltd. reserves the right to approve any listings prior to going to print.
- The venue will display leaflets, posters and banners, as supplied by the production company.
- The venue will act as an agent for Cattle Productions Ltd. and sell tickets via their box office on its behalf. These monies are to be held by the venue until after the performance, at which point they will be paid to Cattle Productions Ltd. within 14 days from the date of the performance, after the deduction of any additional charges as prior agreed, payable to the venue. Cattle Productions Ltd. will generate an invoice for the venue. (See the 'Box Office' section below for further information regarding Box Office Services.). If the account has not been paid within 14 days of the performance, an additional 15% late penalty will become payable.
- Cattle Productions Ltd. does not provide Security Staff. If the venue feels that Security Staff are required, they must organise this at their own expense.
- Utilities including water, electrical, lighting & heating.

## Bar

- The venue will provide a bar service for all performances (subject to requirements) and will be licensed to serve alcoholic and non-alcoholic refreshments until 11pm daily. Under normal circumstances, the production company does not require a share of the profit generated from this service. (See the 'Merchandise' section below for further information regarding Bar Services.)
- If the circumstance arises where the venue does not possess a bar facility, the venue permits Cattle Productions Ltd. to organise a non-alcoholic refreshment stall, for the welfare of the audience. The venue must staff this service and the venue will receive 10% compensation from any net profits generated.

## Box Office

- All tickets will be sold by the venue, within the hire terms presented and agreed to. Cattle Productions Ltd. is VAT-exempt and all payments (unless stated otherwise) are to be exclusive of VAT.
- Ticket sales will be made available; 24/7 online, a minimum of 25 hours weekly over the phone and before other performances in person.
- A weekly ticket sales report will be set up by the venue for Cattle Productions Ltd. to receive via email.
- If the circumstance arises where the venue does not possess a box office facility, Cattle Productions Ltd. company will sell the tickets for the performance. This will be via their own website and a link to this will be added to the venue website where the show is advertised.
- Any credit card commission charges incurred by the Box Office will not be passed onto Cattle Productions Ltd.

## Marketing

- Cattle Productions Ltd. will provide a variety of advertising propaganda to the venue, who will in turn display and promote the show.
- The venue will send a list of various advertising methods/contacts to Cattle Productions Ltd. within one month of booking confirmation, for Cattle Productions Ltd. to utilise.
- The venue will not take a 'back seat' with regards to advertising the show and must contribute sufficiently with bringing the performance to the attention of a suitable captive audience within the local area.

## Merchandise

- The venue will provide a suitable table and space for Cattle Productions Ltd. to sell any merchandise relating to the show.
- The venue will not take a percentage cut of any merchandise sold with all profit going directly to Cattle Productions Ltd. (to include programmes).
- Should the venue insist on a percentage cut of the merchandise, Cattle Productions Ltd. will then take the same percentage cut from bar sales.

**Conditions relevant in conjunction with Cattle Productions Ltd. (hereinafter referred to as the Production Company):**

**1. Charity:** The Production donates £1.00 from every ticket to charity, which is included in the ticket price and paid by the customer. This charity donation is to be deducted from the box office settlement BEFORE any agreed box office commission is applied. The charity amount is then passed to the Production Company in its entirety, which the Production Company will then in turn pass on to the nominated charity. The Production Company will be responsible for selecting the charity for the performance and its decision is final, although welcomes any suggestions the venue might have for a worthy local cause to benefit. If full ticket sales are not received, the charity donation will be calculated accordingly on a pro-rata basis.

**2. Cancellations:** If the venue wishes to cancel a booking it must give at least 6 months' notice. Cancellation charges will be issued in accordance with the following: Cancellation notice given more than 6 months prior to commencement of Hire Period = no charge payable; Cancellation notice given 6 months' prior to commencement of Hire Period = 50% of potential revenue for venue capacity; Cancellation notice given 3-6 months' prior to commencement of Hire Period = 75% of potential revenue for venue capacity; Cancellation notice given less than 3 months prior to commencement of Hire Period = 100% of potential revenue for venue capacity.

**3. Concessions, Complimentary Tickets & Reserved Seats:** If the venue wishes to implement a ticket price for concessions, this is done so entirely at their own expense for all types of concession. The ticket price agreed between the venue and the Production Company is what the Production Company is to receive in full in all cases. If the venue wishes to issue free tickets for any person to cause, this is done so at their own expense and the Production Company will still receive the full monetary value for these tickets. If any reserved seats are not paid for within 48 hours, they should be re-released for sale. No seats are to be reserved within two weeks of the performance.

**4. Refunds.** Cattle Productions Ltd. operate a "no refunds" policy. The Production Company has built a strong reputation among its followers, spanning over a number of years. Any complaints and requests for refunds arising from a performance due to material, format and personal opinion, will be disregarded. Should the venue wish to issue refunds, they can do so at their own expense with the Production Company still receiving 100% of ticket sales at the time of the performance's commencement. If refunds are issued, or at any other time, the venue will not speak negatively regarding the Production Company or the performance.

**5. Technical requirements:** Within two weeks of the booking being confirmed, the venue must provide the Production Company with a technical pack, which will detail all of the venue's facilities and capabilities available for use by the Production Company. The venue must be willing to assist with sourcing any equipment required by the Production Company, which is not able to be met by the venue's in-house equipment. Theatrical and technical equipment that is located within the theatre should be made available for the use of the Production Company on request. All electrical equipment should have an in-date PAT-testing certificate.

**6. Clear-Up:** The Production Company shall ensure that the hired venue areas (i.e. stage, dressing room areas etc.) will be cleared following each performance. Following the Event, the Production Company shall be responsible for leaving the hired venue areas in the condition it was provided to them at the start of the Hire Period. The Production Company assumes no liability for the auditorium, foyer, toilets etc. used by members of the public.

**7. Parking:** A minimum of one parking space must be available and provided without charge for the duration of the Hire Period, within close proximity of the venue location for accessible unloading and loading of props and set.

**8. Security:** The venue must provide a safe working environment and have secure areas for any clothing, money, valuables or other property belonging to the Production Company, its company members, guests or visitors to any performance of the Event. The venue must be totally health and safety compliant, e.g. fire exits unlocked during performances and for the entire duration of the Hire Period, as well as being free from clutter etc. The behaviour of audience members due to alcohol consumption is not the responsibility of the Production Company and any unruly behaviour (behaviour negatively impacting the enjoyment of the performance for others) should be dealt with timely by venue staff, leading to removal from the venue should the behaviour persist.

**9. Termination:** We have the right to terminate this Agreement with you immediately in the event that you are in breach of its terms and a) the breach cannot be remedied or b) in the case of a breach that can be remedied, we notify you of the breach and you fail to remedy this within a sufficient period of time. This Agreement with you will also terminate if, in the reasonable opinion of Cattle Productions Ltd., you are unable to pay your debts when they fall due or if you have suffered some form of bankruptcy or insolvency event, administrative receivership or equivalent. In such circumstances, the venue will reimburse any deposit or costs incurred to the Production Company in full. The Production Company will not be responsible for any losses suffered or incurred by the venue as a result of the Event or arising out of the use of the venue by the Production Company, its suppliers, company members or guests or out of any breach of this Agreement.

**10. Events Outside Our Control (Force Majeure):** Cattle Productions Ltd. reserves the right to cancel bookings at any point up to and during the period covered by a booking if a force majeure event arises. An event of force majeure is any event or circumstance which is beyond the control and without the fault or negligence of Cattle Productions Ltd. but excluding any industrial dispute which is specific to the performance of the works or this contract. In the event that Cattle Productions Ltd. issues a cancellation notice, the Production Company's liability will be limited to any non-refundable deposit already paid.

If you have any queries then please contact Senior Director, Dan Lewis, at [info@cattleproductions.co.uk](mailto:info@cattleproductions.co.uk). This Agreement is governed by and interpreted in accordance with UK law. Cattle Productions Ltd. reserves the right to refuse to perform at any venue where it is considered the venue has unreasonable Terms and Conditions in place or health & safety issues. Once the booking between Cattle Productions Ltd. and the venue is confirmed, the terms of the booking cannot be changed after this point. Any booking made between Cattle Productions Ltd. and the venue, is under the assumption that these terms and conditions have been read and agreed to.

Signed by: \_\_\_\_\_  
(Name & Position in CAPITALS)

Venue: \_\_\_\_\_ Date: \_\_\_\_\_

Signed by: \_\_\_\_\_  
(Name & Position in CAPITALS)

Production Company: Cattle Productions Ltd. Date: \_\_\_\_\_