BRENTWOOD THEATRE

Furnished

Terms and Conditions of Hire | Effective 1 August 2026

These Terms and Conditions apply to the hire of Brentwood Theatre and any spaces, facilities, equipment or services supplied by Brentwood Theatre Trust, 15 Sheffield Road, Brentwood, Essex, CM15 8AG.

A. Definitions

The Theatre: Brentwood Theatre Trust and, where the context requires, its authorised employees, officers, volunteers and agents.

The Manager: the Theatre Manager or a person authorised to act on their behalf.

The Venue: the part or parts of Brentwood Theatre identified in the Contract for Hire. Unless expressly included, this does not include adjoining land, parking areas, forecourts or footways.

The Hirer: the person, company, society, organisation or other body named in the Contract for Hire. Where an individual signs on behalf of an organisation, the organisation is the Hirer.

Contract: the Contract for Hire, booking form, agreed schedule, these Terms and Conditions, and any schedules or written variations expressly incorporated into the booking.

Period of Hire: the dates and times during which the Hirer is entitled to access and use the Venue, including agreed get-in, rehearsal, performance and get-out time.

Standard Set: the Theatre's normal agreed configuration of the Venue, stage, technical systems, lighting rig, drapes, equipment and other facilities as notified by the Theatre.

Settlement: the post-event financial reconciliation of ticket income, hire charges, staffing, equipment, licensing charges, damage, additional time and other sums due.

1. Bookings, Provisional Holds and Contract

1.1 Applications

All applications to hire the Venue must be made to the Theatre and are subject to approval. The Theatre may request further information about the proposed event, production, activities, personnel, technical requirements or intended use before accepting a booking.

1.2 Provisional bookings

A provisional booking may be held for a maximum of 12 weeks from the date on which the Theatre sends the booking form or Contract, or until 12 weeks before the first date of the event, whichever occurs first. If the required signed Contract and/or deposit has not been received by the applicable deadline, the Theatre may release the date or dates without further notice. A provisional booking is not a confirmed booking. The Hirer should not incur expenditure or make commitments in reliance on a provisional hold, and the Theatre will not be liable for costs incurred before the booking is confirmed.

1.3 Confirmation and changes

A booking becomes confirmed only when the Theatre has received the documentation and payment required by the Contract and has confirmed the booking. All information in the Contract is binding. Any change to dates, times, ticket prices, capacity, event description, technical requirements or other material booking information must be agreed in writing by the Theatre and may incur additional charges.

1.4 Permitted use and subletting

The Venue may only be used for the purpose stated in the Contract or otherwise approved in writing. The Hirer must not assign, transfer or sublet the booking or allow another organisation to take control of the Venue without the Theatre's prior written consent.

1.5 Responsible person

The person entering into the Contract must be at least 18 years old. The Hirer must nominate a responsible representative who is present and contactable throughout the Period of Hire.

2. Charges, Deposits and Settlement

2.1 Deposit and payment

The Hirer must pay 50% of the agreed venue hire charge upfront as a deposit to confirm the booking. The remaining 50% of the agreed venue hire charge is payable at final Settlement, together with any additional sums properly due. Where the Theatre holds ticket income, these sums may be deducted at Settlement. The deposit is non-refundable unless the Theatre agrees otherwise in writing.

2.2 Additional charges

The Hirer is responsible for all properly incurred additional charges arising from the Hire, including additional staff time, overtime, missed or additional breaks where chargeable, equipment, consumables, licensing charges, cleaning, damage, replacement of missing items, reinstatement of the Standard Set and additional access time.

2.3 Settlement deductions

Where the Theatre holds ticket income or other monies on behalf of the Hirer, the Theatre may deduct sums properly due under the Contract from those monies before paying the balance to the Hirer. Any shortfall remains payable by the Hirer within the payment period stated on the Settlement or invoice.

2.4 Settlement timetable

The Theatre will normally provide a Settlement statement within 10 working days after the final performance or use of the Venue. The Hirer must raise any query promptly. Undisputed monies due to the Hirer will normally be paid within 5 working days after approval of the Settlement; sums due to the Theatre must be paid within 10 working days unless the Contract states otherwise.

3. Cancellation and Termination

3.1 Cancellation by the Hirer

Cancellation must be made in writing. Deposits are non-refundable. Where the Hirer cancels within 30 days of the first date of Hire, the Theatre may charge the full contracted hire charge, subject to any different cancellation terms stated in the Contract. Frequent cancellations may affect acceptance of future bookings.

3.2 Cancellation by the Theatre

The Theatre may cancel or suspend a Hire where the Venue cannot reasonably or safely be made available because of fire, flood, serious equipment or building failure, public emergency, legal or licensing requirements, or another cause outside the Theatre's reasonable control. Unless the cancellation results from a breach by the Hirer, the Theatre's liability will be limited to refunding hire charges or deposits paid for the cancelled use, and the Theatre will not be liable for consequential costs incurred by the Hirer.

3.3 Breach

The Theatre may stop an activity, exclude an individual, suspend a performance or terminate the Hire where there is a serious or repeated breach of the Contract, a safety risk, unlawful activity, a threat to the Theatre's licence or insurance, abusive or dangerous conduct, or refusal to follow a reasonable safety instruction. Where termination results from the Hirer's breach, no refund will be due and the Hirer remains liable for sums properly due.

4. Access, Hire Hours and Overruns

4.1 Access only during booked hours

Access to the Venue is limited to the Period of Hire. Get-in, setup, rehearsal, performance, clearing, packing and get-out must all be completed within the booked hours unless additional time is agreed in writing.

4.2 No advance preparation

Unless expressly included in the Contract, the Theatre will not undertake production preparation, rigging, focusing, programming, equipment setup, scenery preparation, furniture setup or other work for the Hirer before the commencement of the booked Period of Hire. All such work must take place during the Hirer's booked hours.

4.3 Additional time

Additional access or staff time requires the Theatre's prior approval and is subject to availability. The Venue may be booked up to 11:00pm at the agreed applicable rates. Any approved use of the Venue after 11:00pm, including get-out or reinstatement, will be charged at double the applicable venue hire rate and double the applicable staffing rates for the time after 11:00pm. Additional time before 11:00pm beyond the booked Period of Hire is chargeable at the applicable standard rates, unless otherwise agreed in writing.

4.4 Front of House opening

Unless otherwise agreed, Front of House will open at the time determined by the Theatre for safe and effective audience admission. The Theatre retains control of public opening and closing times.

5. Capacity, Seating and Audience Areas

5.1 Capacity

The Main House and Longman Studio have different permitted configurations and capacities depending on how the spaces are used. The specific approved configuration and maximum capacity for each booked space will be confirmed on the Hirer's booking form/Contract. The Hirer must not issue or sell tickets beyond that confirmed capacity. Performers, staff, wheelchair positions, technical positions, stage extensions and other event arrangements may affect capacity.

5.2 Seating layout

The Hirer must not add, remove, move or reconfigure audience seating, barriers, wheelchair positions or audience routes without prior approval. Any approved alteration must be carried out or supervised as directed by Theatre staff and must comply with fire, access and licensing requirements.

5.3 Accessible routes

Wheelchair spaces, escape routes, accessible routes and required clearances must remain unobstructed at all times. The Hirer must provide the Theatre with information reasonably required to support accessible attendance and safe audience management.

6. Theatre Staffing and Authority

6.1 Duty staff

A Duty Manager and/or Duty Technician, as determined by the Theatre, must be in attendance for events and will be charged in accordance with the Contract or current Schedule of Charges.

6.2 Authority

The Theatre Manager, Technical Manager, Duty Manager and Duty Technician have authority within their respective responsibilities to give reasonable instructions concerning safety, technical systems, audience management, licensing and protection of the Venue. The Hirer and all persons under its control must comply with such instructions.

6.3 Breaks and working hours

Staff breaks and maximum working hours will be managed in accordance with applicable UK working-time requirements and the Theatre's staff policies. Where a scheduled break requires an area or activity to stop, the Hirer must comply. Additional staffing may be required where continuous access is requested.

7. Technical Equipment and Competency

7.1 Use of Theatre equipment

Theatre equipment may only be used where included in the Contract, subsequently authorised by the Theatre, or hired at the applicable rate. The Theatre may restrict operation of specialist equipment to Theatre staff or suitably competent persons.

7.2 Competency

The Hirer must ensure that visiting technicians, contractors and operators are suitably trained, experienced and competent for the work they undertake. The Theatre may refuse or restrict the use of equipment where it reasonably considers that a person is not competent to operate it safely.

7.3 No unauthorised repair or modification

No Theatre equipment, electrical installation, control system, cable, connector, fixture or apparatus may be opened, dismantled, repaired, modified or rewired by the Hirer without express permission. Faults or damage must be reported immediately to Theatre staff.

7.4 Availability

Equipment is not guaranteed unless confirmed as part of the Contract or technical agreement. The Theatre may substitute equivalent equipment where reasonably necessary.

7.5 Additional items used

Any Theatre-owned equipment, tools, cables, consumables or other items used during the Hire that are not included in the agreed package may be added to the final Settlement at the Theatre’s current rate.

8. Lighting Rig and Control

8.1 Standard lighting rig

The Theatre operates a colour-coded standard lighting rig. Generic fixtures forming part of the Standard Set are fixed to their designated rig positions and must not be moved, removed, rehung or otherwise relocated at any point without the express permission of the Technical Manager or Duty Technician. Focusing, patching or other adjustments may only be undertaken within the limits authorised by Theatre technical staff.

8.2 Additional lighting

Additional lighting may be installed by prior agreement. All additional fixtures, cabling, accessories and equipment must be removed by the Hirer during the booked get-out, and all affected systems must be recabled and returned to the Standard Set before the end of the Period of Hire.

8.3 Failure to reinstate

If the Hirer does not return the lighting rig and associated cabling to the Standard Set, the reasonable staff time required to reinstate it will be charged to the Hirer at the Theatre’s applicable double-time hourly rate until the reinstatement is completed. Such charges may be added to the Settlement.

8.4 Moving lights

Moving lights are not included in the standard rig unless expressly stated in the Contract. Where moving lights are added, hired or supplied, their approved rig position is fixed and they must not be moved, relocated or rehung without prior permission from the Technical Manager.

8.5 Lighting control desk

The Theatre’s lighting control desk must remain in its designated operating position and must not be disconnected, relocated or moved without prior approval from the Technical Manager. Where relocation is approved, it must be undertaken or supervised by Theatre technical staff and returned to the agreed Standard Set during the booked get-out.

9. Drapes, Scenery, Stage and Standard Set

9.1 Theatre drapes and soft goods

Theatre-owned drapes and soft goods may be used by prior agreement and subject to availability. Unless the Contract states otherwise, the Theatre will not make an additional hire charge solely for use of standard drapes; however, staff time, specialist rigging or other equipment may be chargeable.

9.2 Return of drapes

All Theatre-owned drapes and soft goods used by the Hirer must be correctly removed where required, folded and returned to their designated storage location during the booked get-out. The Venue must be returned to the Standard Set before the end of the Period of Hire.

9.3 Reinstatement charge

Where Theatre staff are required after the Hirer's departure to fold, remove, rehang, store or otherwise reinstate drapes, scenery, furniture, staging or other elements to the Standard Set, the reasonable staff time required will be charged at the applicable double- time rate and may be deducted through Settlement.

9.4 Scenery and property

All scenery, props, costumes, flight cases, packaging and other items brought into the Venue must be removed by the end of the Period of Hire unless storage has been agreed in writing. The Theatre may charge reasonable storage, handling or disposal costs for unauthorised items left behind.

9.5 Fixings and surfaces

Nothing may be fixed, screwed, nailed, stapled, taped, painted, coated or attached to the Venue, floors, walls, doors, curtains, seating, technical equipment or furnishings without prior permission. The Theatre may specify approved tapes, fixings and protective materials. The Hirer is responsible for making good any damage caused.

10. Food, Drink, Alcohol and Smoking

10.1 Technical areas

No food or open-cup drinks are permitted in the technical gallery, control positions, Front of House technical positions or immediately adjacent to Theatre technical equipment. Drinks in these areas must be in securely closed bottles or containers with suitable lids.

10.2 Damage caused by food or drink

The Hirer is responsible for the reasonable repair or replacement cost of Theatre equipment or property damaged by food or drink brought into restricted areas by the Hirer, its cast, crew, contractors, volunteers or guests. These costs may be added to the Settlement.

10.3 Alcohol backstage

No alcoholic drink may be opened or consumed backstage at any time, including during rehearsals, performances and get-out. Unopened alcohol may be stored backstage for raffles, show gifts or presentation prizes, subject to the Theatre's reasonable storage and safety instructions. The Hirer must ensure that its cast, crew, contractors, volunteers and guests comply. Breaches may result in removal of individuals or suspension or termination of the Hire under clause 3.3.

10.4 Smoking and vaping

Smoking is prohibited inside the Venue. Vaping is also prohibited inside the Venue unless the Theatre expressly designates otherwise. Smoking or vaping effects forming part of a production require prior written approval and must comply with applicable law and Theatre procedures.

11. Access Passes, Lanyards, Keys and Security

11.1 Return of issued items

Lanyards, passes, keys, fobs and other access devices issued by the Theatre remain Theatre property and must be returned before the Hirer leaves the Venue.

11.2 Unreturned items

A charge of £10 for each unreturned access pass or lanyard, of any type, will be added to Settlement. Lost or unreturned keys, fobs or security devices may be charged at the full reasonable replacement cost together with any necessary reprogramming, lock or security costs.

11.3 Access control

The Hirer must not lend access devices to unauthorised persons, defeat door security, prop secure doors open except as authorised for supervised get-in/get-out, or permit unauthorised access to restricted areas.

12. Health and Safety

12.1 Hirer responsibilities

The Hirer is responsible for the health and safety of its activities and must comply with applicable health and safety legislation, the Theatre's reasonable safety procedures, and instructions from authorised Theatre staff.

12.2 Risk assessments and method statements

The Hirer must provide suitable and sufficient risk assessments, method statements and other safety information reasonably requested by the Theatre in advance of the Hire. Where the Hirer has a Health and Safety Policy or statement of intent, the Theatre may request a copy.

12.3 Electrical equipment

Electrical equipment brought into the Venue must be safe, suitable and maintained in accordance with applicable electrical safety requirements. The Theatre may require evidence of inspection/testing and may refuse unsafe equipment. Where the Theatre undertakes testing at the Hirer's request or because evidence is insufficient, a charge may apply.

12.4 Fire safety and flame retardancy

Fire exits, escape routes, fire doors, extinguishers, call points and access routes must remain unobstructed. Scenery, drapes, decorations and materials used by the Hirer must meet applicable fire-safety requirements and the Theatre may require evidence of flame retardancy. Unsafe materials may be refused or required to be treated or removed at the Hirer's cost.

12.5 Evacuation and emergency instructions

The Hirer and all persons under its control must follow the Theatre's emergency procedures and any instruction given by the Duty Manager or other authorised person during an evacuation, incident or emergency.

13. Special Effects, Rigging and Higher-Risk Activities

13.1 Prior approval

The following require prior written approval and may require additional risk assessment, licensing, isolation, supervision or charges: haze, smoke, fog, pyrotechnics, flame, candles, lasers, strobes, confetti, snow effects, bubbles, water effects, weapons or imitation weapons, aerial work, flying, suspended loads, unusual rigging, animals, or any other special effect or higher-risk activity.

13.2 Confetti and glitter

Loose glitter is not permitted unless specifically approved in writing. Confetti or similar effects require prior approval. Additional cleaning or reinstatement caused by such effects will be charged to the Hirer.

13.3 Rigging

Rigging and work at height may only be undertaken by competent persons using approved equipment and methods. The Theatre may require rigging plans, equipment certification and method statements and may restrict work to approved positions or Theatre personnel.

14. Safeguarding and Children

14.1 Safeguarding arrangements

Where children, young people or adults at risk are involved in the Hire, the Hirer must have safeguarding arrangements appropriate to its activities and must provide its safeguarding policy and other information reasonably requested by the Theatre.

14.2 Licences, chaperones and supervision

Where children are involved in a performance, the Hirer must comply with all applicable Essex County Council child performance, safeguarding, supervision and chaperone requirements. The Hirer is responsible for securing and complying with the appropriate individual child performance licences or Body of Persons Approval (BOPA), as applicable to the production, and any conditions imposed by Essex County Council. A BOPA must not be assumed to replace individual licences unless applicable and approved. Evidence of the relevant licences, approvals, chaperones and arrangements must be provided to the Theatre on request before the event. Failure to obtain or comply with these requirements may result in the Theatre refusing access, stopping a performance or cancelling the Hire.

14.3 Audience events for children

Where an event is principally for children, the Hirer must cooperate with the Theatre on appropriate stewarding, supervision, capacity and emergency arrangements and comply with applicable legal requirements.

15. Licensing, Copyright, Music and Permissions

15.1 General compliance

The Hirer must not do anything that causes the Theatre to breach any premises licence, permission, statutory requirement, insurance condition or other authorisation applying to the Venue.

15.2 Performance and copyright permissions

The Hirer is responsible for obtaining all rights, permissions and licences required for the performance, reproduction, adaptation, recording, screening or other use of copyright works and material, except where the Contract expressly states that the Theatre is responsible.

15.3 PRS for Music / PPL and music reporting

The Hirer must provide programmes, setlists, attendance and box-office information required for music licensing. The Theatre Manager determines the applicable PRS category: variety shows - 2% of relevant box-office receipts; live presentations - £15.24; live productions - £18 or 4% of relevant box-office receipts, whichever is higher. Licensed shows, such as musicals performed under an appropriate production licence, will not incur a separate PRS charge under the Theatre's hire terms. The Hirer must provide evidence of the relevant licence when requested. Any separately applicable PPL or other licensing charges will be confirmed by the Theatre. Charges may be invoiced or deducted from Settlement.

15.4 Recording and filming

The Hirer is responsible for obtaining permissions from performers, rights holders and any other relevant persons for filming, photography, livestreaming or recording undertaken by or on behalf of the Hirer. Any filming affecting audience areas, access routes or Theatre operations must also be agreed with the Theatre.

16. Insurance, Liability, Damage and Loss

16.1 Public liability insurance

The Hirer must maintain valid Public Liability Insurance with a minimum indemnity limit of £5 million for the activities undertaken. Documentary evidence of cover must be provided to the Theatre before the Hire. Failure to provide satisfactory evidence may result in cancellation or refusal of access without compensation where attributable to the Hirer.

16.2 Hirer property

Property brought into the Venue by or on behalf of the Hirer is at the Hirer’s own risk. The Theatre is not responsible for loss, theft or damage except to the extent caused by the Theatre’s negligence or where liability cannot lawfully be excluded.

16.3 Damage to Theatre property

The Hirer is responsible for damage to the Venue, fittings, furnishings, equipment or property caused by the Hirer or persons under its control, fair wear and tear excepted. The Hirer must pay the reasonable cost of repair, replacement, specialist inspection, cleaning or reinstatement.

16.4 Missing items

The Hirer is responsible for ensuring that all Theatre-owned tools, cables, equipment, accessories, keys and other items used by its company are returned. Missing or lost items may be charged at the reasonable replacement cost.

16.5 Indemnity

The Hirer will be responsible for claims, costs and losses arising from its breach of the Contract, negligence or unlawful acts, or those of persons under its control, except to the extent caused by the Theatre or where liability cannot lawfully be excluded.

17. Cleaning and Condition of the Venue

17.1 Clean condition

The Hirer must keep the areas used in a reasonable state of cleanliness and leave them in substantially the same condition as at the start of the Hire, subject to fair wear and tear.

17.2 Additional cleaning

Where additional cleaning is reasonably required because of the Hirer's activities, the Theatre may charge the Hirer for the reasonable cost of that cleaning, including staff time and specialist cleaning where required.

18. Marketing, Ticketing and Box Office

18.1 Ticket sales

Where the Theatre provides ticketing or box-office services, tickets will only be placed on sale once the Theatre has received the information, approvals and payments required by the Contract. The Theatre will advise the Hirer of the normal setup timescale.

18.2 Advertising and pricing

The Hirer must ensure that advertising, ticket prices and mandatory charges comply with applicable consumer and advertising requirements. Material using the Theatre's name, logo or branding must comply with any brand or approval requirements notified by the Theatre.

18.3 Posters and displays

Posters, banners, flags, signs, decorations and promotional displays may only be installed at or around the Venue with prior permission and in approved locations. The Theatre may remove or refuse material that is unsafe, unlawful, damaging or unsuitable for the agreed location.

19. Bar, Catering and Merchandise

19.1 Bar and drinks

The Theatre controls the provision and sale of drinks at the Venue. No external caterer, promoter or Hirer may sell or supply alcoholic drinks at the Venue without the Theatre's prior written agreement and any required licensing arrangements.

19.2 Food and external catering

External food or catering arrangements require prior agreement. The Theatre may require food hygiene, allergen, insurance and other compliance information before permitting food preparation or sale.

19.3 Merchandise

Merchandise sales must be agreed in advance where they affect Front of House layouts, staffing, payment arrangements or licensing. Any commission or charge will be as stated in the Contract or current Schedule of Charges.

20. General Conditions

20.1 Theatre access

Authorised Theatre staff and agents may enter any hired area at reasonable times during the Period of Hire for operational, safety, security, maintenance or compliance purposes.

20.2 Compliance by the Hirer's company

The Hirer is responsible for bringing these Terms and Conditions and relevant Theatre rules to the attention of its cast, crew, staff, volunteers, contractors, visiting companies and other persons under its control, and for taking reasonable steps to ensure compliance.

20.3 Written consent

Where these Terms require Theatre approval or consent, it must be given by the Manager or another person authorised by the Theatre. Email or other recorded written communication is sufficient unless the Contract states otherwise.

20.4 Severability

If any provision of the Contract is found to be invalid or unenforceable, the remaining provisions will continue in effect so far as legally possible.

20.5 No waiver

A failure or delay by the Theatre to enforce a provision on one occasion does not prevent it from enforcing that provision on another occasion.

20.6 Governing law

The Contract is governed by the law of England and Wales and the courts of England and Wales will have jurisdiction, subject to any mandatory legal rights that apply.

Schedule 1. Key Reinstatement and Additional Charge Rules

This summary does not replace the full Terms and Conditions. It highlights operational items that commonly affect Settlement.

Item	Hirer requirement	Potential charge
Lighting rig	Standard rig remains in approved positions; restore additional lighting and cabling.	Reinstatement at applicable double-time rate.
Moving lights	Not included unless expressly agreed; approved positions are fixed.	Reinstatement/equipment charges.
Drapes / soft goods	Return correctly folded/stored; restore Standard Set.	Staff reinstatement at applicable double-time rate.
Technical drinks	No open cups at technical positions; only secure lidded drinks.	Repair/replacement for damage.
Access passes / lanyards	Return all issued access passes and lanyards.	£10 per unreturned item.
Keys / fobs	Return all issued keys and fobs.	Replacement and necessary security costs.
Extra equipment	Additional items outside agreed package may be charged.	Current hire rate.
Missing / damaged equipment	Return Theatre property in good order.	Reasonable repair/replacement cost.
Overrun	Complete get-out within booked hours; post-11pm use needs approval.	After 11pm: double venue hire and staffing rates.
Cleaning	Leave areas clean and restored.	Reasonable additional cleaning cost.

Publication and Approval Record

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The terms, rates and operational provisions in this edition have been confirmed by the Theatre Manager as accurate for Brentwood Theatre Trust.

Application, precedence and existing bookings

These Terms and Conditions are effective from 1 August 2026 and supersede all previous versions issued by Brentwood Theatre Trust for bookings made on or after that date, where incorporated into the booking agreement. In the event of any inconsistency between these Terms and Conditions and an earlier version, these Terms and Conditions shall prevail, except where the parties have expressly agreed different provisions in writing in the applicable Contract for Hire. For contracts already concluded before these Terms and Conditions were provided or agreed, the existing contractual terms continue to apply unless the Hirer and the Theatre agree in writing to adopt this edition. The effective date does not, by itself, retrospectively vary an existing contract.