

## General Terms and Conditions of Underlicence

### 1. Licence

The Venue Managers licence the Company to use the Performance Space during the period of the Slot on each of the Performance Days for the purpose of presenting the Show.

The Company shall meet all safety and other requirements of relevant licensing authorities. If it appears to the Venue Managers that any such requirements are not being met, the Venue Managers shall have the right to require the Company to take action to meet such requirements. If the Company shall fail to take satisfactory action the Venue Managers shall have the right to interrupt curtail or cancel the Company's performance: in case of such interruption curtailment or cancellation, the Company shall not be entitled to any financial compensation.

The Company shall not be entitled to assign or sublet this Underlicence in whole or in part without express written consent from the Venue Managers.

The title and any description of the Show which the Company have previously supplied to the Venue Managers shall form part of this Underlicence, and the Company may not without express written consent from the Venue Managers substantially alter the Show or change its title.

### 2. Fees

The Company shall be liable to pay the Venue Managers the moneys specified in the agreement on the dates specified. The Company shall also be liable to settle invoices for additional services (if relevant) as agreed with the Venue Managers as they fall due.

An administration fee of £25 will be charged for any payments not received by the due date without written agreement in advance from the Venue Managers. In the event that any payment is outstanding 14 calendar days after the due date the Venue Managers shall be entitled to treat such non-payment as cancellation by the Company of the Underlicence.

Late payments may also be subject to additional fees and interest under the terms of The Late Payment of Commercial Debts (Interest) Act 1998.

Should the Company cancel at any time after payment of the deposit, they shall forfeit to the Venue Managers all moneys paid or due to be paid up to the time of cancellation, and shall not be liable for any further moneys. Should the Venue Managers cancel at any time, the Venue Managers shall return all moneys already paid by the Company.

### 3. Smoking

All venues are non-smoking premises, in accordance with the Smoking, Health and Social Care (Scotland) Act 2005. Smoking is forbidden in all parts of the venue, including on stage. The Company will indemnify the Venue Managers against any fines the Venue Managers incur due to members of the Company infringing this ban.

### 4. Brochure

The Venue Managers shall publish and arrange for the distribution of a brochure giving information about all the shows in the Venue. The brochure will include information about the Show, as long as the Company provide suitable information, promptly on request.

### 5. Fringe Registration

The Company must register their show and all public performances with the Fringe Society. The Venue Managers will prepare and submit the initial Fringe Society registration, as long as the Company provide suitable information, promptly on request. Information must be provided by the deadlines communicated by the Venue Managers, which may be earlier than the deadlines published by the Fringe Society. The Venue Managers are not responsible for any costs or inconvenience caused by failure to provide suitable information in a timely manner.

The Venue Managers will take reasonable steps to prevent error, omission or inaccuracy in the information submitted to the Fringe Society. The Company acknowledges that the Venue Managers are not responsible for any costs or inconvenience caused by erroneous, omitted or inaccurate information.

The Venue Managers shall be entitled to submit proof corrections to the Fringe Office for the Company's entry for the Show, such corrections being limited to matters of fact relating to the dates, times and Performance Space. Where changes are required to other information, the Venue Managers will attempt to contact the Company to confirm the changes. If the Venue Managers are unable to contact the Company then they shall be entitled to make further changes as required.

The Venue Managers will provide access to the registration to the Company after the initial registration has been confirmed by the Fringe Society.

The Company will pay to the Venue Managers the Standard rate registration fee for a Full run (6 or more performances) including VAT prior to the submission of the Fringe Registration. After the registration has been submitted and the Venue Managers have received an invoice from the Fringe Society, if the Company is eligible for any discounts these will be reimbursed by the Venue Managers to the Company. The registration fee is not transferable or refundable in the event of cancellation.

## 6. Publicity

Any publicity material produced by or for the Company in relation to the Show, including but not limited to posters, flyers, advertisements, and items of clothing, shall comply with the branding guidelines which will be provided in a timely manner by the Venue Managers.

Posters and flyers must use the visual block provided by the Venue Managers. The Company is advised to obtain this block before designing their publicity material and ensure that the final version contains the correct dates and prices. Changes to the visual block and any other deviations from the form specified by the Venue Managers may only be made with the Venue Managers' prior written approval.

The Company must submit all publicity material to the Venue Managers for formal approval before the deadline provided by the Venue Managers but in any case prior to production of such material. The Venue Managers are not responsible for any costs or inconvenience caused by delays in approval after the deadline has passed or reproduction costs of non-compliant material.

The Venue Managers shall be responsible for displaying posters in the venue. The Company must provide the Venue Managers with sufficient posters printed A3 portrait by the agreed deadlines, which will be communicated to the Company in a timely manner by the Venue Managers. The Venue Managers shall determine the number and location of posters displayed for each show at their sole discretion.

The Venue Managers shall have the right to refuse to display, and to forbid the distribution of, any publicity material that does not meet these requirements.

## 7. Tickets

The Venue Managers shall operate a Box Office in the Venue on each Performance Day from thirty minutes before the first performance scheduled in the Venue for that day until ten minutes after the start of the last performance scheduled for that day.

The Venue Managers shall have sole control of ticketing for the Company's performances. This shall include liaison with the Fringe Box Office and the issuing of all tickets not sold through the Fringe Box Office. The Venue Managers will as far as practicable follow the Company's instructions and requests in connection with such tickets. The Company shall not sell tickets through other means, or make any offer or representation to the public concerning tickets without the agreement of the Venue Managers.

The Venue Managers shall maintain a margin of no more than 4 (Paradise in The Vault) or 6 (Paradise in Augustines) tickets for each performance which shall be released for sale at the discretion of the Venue Managers on the day of each performance but no later than the scheduled start time of that performance.

The Venue Managers shall sell tickets at such price or prices as the Company shall previously inform the Venue Managers in writing.

Where audience members choose to pay for tickets by means of credit or debit card the Venue Managers shall be entitled to add a reasonable surcharge to the total amount paid by those audience members. Any such surcharge will be retained by the Venue Managers to cover the cost of providing the service.

The Venue Managers shall be entitled to issue up to six complimentary tickets per performance at their complete discretion.

Unless instructed otherwise by the company the Venue Managers will issue complimentary press or promoter tickets only to a person holding an appropriate pass issued by the Fringe Office.

If just before the start of a performance there are tickets remaining, the Venue Managers may issue any such remaining tickets free to bona fide members of any company performing at one of the Venues operated by the Venue Managers, members of the Venue Managers' staff and to members of staff of other venues with whom the Venue Managers operate a reciprocal scheme.

The Venue Managers may also use tickets which would otherwise remain unsold for other offers whether at reduced price or complimentary that in their reasonable view would be of general benefit to The Company or to promotion of The Venue as a whole.

Other than the above complimentary tickets to the Company's performances will be issued only on the explicit instructions of a duly authorised representative of the Company.

## 8. Box Office Payouts

The Venue Managers shall make available to the Company within twenty-four hours of each performance all moneys received by the Venue Managers for tickets to that performance.

All moneys received by the Fringe Society must be transferred to the Venue Manager who will arrange subsequent payment to a UK bank account (the details for which must be provided prior to the end of the last performance).

The Venue Managers may withhold ticket moneys up to the amount of any outstanding portion of the fees owed by Company to the Venue Managers.

## 9. Ushers

The Venue Managers will provide an Usher to direct and assist the audience at the start of each performance. The Usher will also collect and check audience members' tickets. The Venue Managers may reserve a seat in each performance for use by the Usher.

## 10. The Space

The Venue Managers shall allow the Company full access to the Performance Space for the whole of the Slot on each of the Performance Days. In addition, the Venue Managers shall allow the company access to the Performance Space for a single period of the same length as the Slot, on or before the first Performance Day (this is the 'Set-up Slot'). The Venue Managers shall allocate the time and date of the Set-up Slot, and shall take reasonable steps to meet any preferences the Company may express as to the time and date; but the Venue Managers shall not be held responsible if they are unable to satisfy such preferences.

The Performance Space shall be laid out substantially according to the appropriate diagram on the Venue Managers' website, subject to approval from relevant licensing authorities.

## 11. Noise

The parties acknowledge that the Venue and its Performance Spaces are not particularly soundproof. The Venue Managers shall take reasonable steps to prevent disturbance to the Company's performances by extraneous noise within the Venue. The Company shall comply promptly with any reasonable requests from the Venue Managers to keep quiet when not performing, and to limit or reduce the volume of amplifiers and other loud equipment during and around their performance.

## 12. Slots

The Company shall be entitled to use the Performance Space for the whole of the time of their Slot. They shall not be entitled to use the Performance Space before the beginning of the Slot, or after the end of it. If on any occasion the Company without permission from the Venue Managers shall either enter the Performance Space before the Slot, or remain in it after the end of the Slot, the Venue Managers shall have the right to charge the Company an additional £10 (ten pounds) per minute outside of their allocated Slot time. In case of dispute as to the correct time, the time service provided by British Telecom shall be taken as authoritative.

If at the start of a Slot the Company shall be unable to enter the Performance Space because another company shall still be in possession of the Performance Space, or because the Venue Managers shall prevent them from entering, then the Slot shall become a Delayed Slot, whose time shall be deemed to begin at the minute when they are able to take possession of the Performance Space, and to run for a period equal to the scheduled length of the Slot. If at fifteen minutes after the scheduled start of the Slot the Company shall not have been given possession of the Performance Space, either the Company or the Venue Managers may cancel the performance for that day, and if either chooses to cancel the performance, the Venue Managers shall refund to the Company a proportion of their hire fee corresponding to that Slot.

If at ten minutes after the Scheduled Performance Time the Company's performance has not started, the Venue Managers may cancel the Performance, and will not be liable to refund any money in respect of that cancellation unless the beginning of the Slot was delayed by ten minutes or more, in which case they shall refund to the Company a proportion of their hire fee corresponding to one Slot.

If at the end of the Slot (or the Delayed Slot, as described above) the Company shall be still performing to an audience, the Venue Managers may, at their discretion, stop the performance and require the Company and the audience to leave the Performance Space. Such action shall not affect the Venue Managers' right to make an extra charge as described above.

## 13. Equipment

The Venue Managers shall make available to the Company the equipment and staging as specified in the Technical Schedule to the Underlicence, but reserve the right to replace items in that Technical Schedule with similar equipment. The Venue Managers shall take all reasonable steps to ensure that the equipment is in working order, and to correct any faults that occur before or during the Company's performances, but shall not be held liable for any loss occasioned by the Company arising from such faults unless the faults can be shown to result from negligence on the part of the Venue Managers or their staff.

The Company shall be liable for any damage arising out of their actions to property belonging to or provided by the Venue Managers or the Building Owners, other than fair wear and tear.

The Venue Managers shall provide one technician at the start and end of each day's Slot, and for the whole of the Set-up Slot, to assist the Company with setting up and striking their show, and to advise them on the use of the equipment provided by the Venue Managers. The technician will attend for the first ten minutes and the last ten minutes of each day's Slot unless otherwise agreed.

Unless otherwise agreed beforehand, the Venue Managers will not provide any staff to assist with technical or staging matters during the Company's performances. The Company is required to provide a minimum of one technician or other person who will be shown how to operate the emergency phone provided by the Venue Managers, and who will remain near this phone for the duration of each performance.

#### 14. Dressing Room

The Venue Managers shall allow access to a Dressing Room from forty-five minutes before the start of the Slot until forty-five minutes after the end of the Slot; however this access is likely to be shared with members of other companies. The Venue Managers shall take reasonable steps to make the Dressing Room suitable for the purpose, but it should not be assumed that it will meet the standard of a dressing room in a full-time theatre.

#### 15. Treatment of Venues

The Company shall treat all parts of the Venue with respect, and as far as is reasonable shall leave the Performance Space, the Dressing Room and any other parts of the Venue they may use, clean and tidy. The Company shall in no case consume any alcoholic drink in any part of the Venue.

Other than drinks in closed bottles, the Company shall not bring into the Performance Space any food or drink; or paint, chemicals or any other substance (whether liquid or not) which is liable to stain or otherwise damage any part of the building or the fittings supplied by the Venue Managers including but not limited to carpets, curtains and paintwork, unless the Venue Managers shall have agreed in advance, being satisfied that adequate precautions are taken, including precautions against accidental spillage. Notwithstanding such precautions, if any such staining or damage shall occur otherwise than by negligence of the Venue Managers' staff, the Company shall be liable for the cost of cleaning, repair or replacement as necessary.

The Company shall in no case place any such items, including bottles of drinks, on any electrical equipment.

Food and drink may be brought into the Dressing Room, but the company should be considerate of other users, and in any case clean up after themselves.

The Company shall in no case attach anything to any wall of the Venue without explicit agreement of the Venue Managers, and shall in any case become responsible for the cost of making good any damage done as a result.

#### 16. Storage

The Venue Managers do not undertake to permit any of the Company's property, including sets, costumes, props and equipment, to be stored in the Performance Space or elsewhere at the Venue; but will as far as practical make arrangements for such storage. The Venue managers shall in no case be liable for loss or damage to the Company's property.

#### 17. Insurance

The Venue Managers shall have public liability insurance for any claims in connection with the building, fixtures and fittings, and equipment provided by the Venue Managers. Neither the Venue Managers nor the Building Owners nor the Insurers of either of these two parties, shall be liable for any damage or injury caused by the Company, or in connection with the Company's property or equipment.

The Company shall before their first performance obtain public liability insurance for any claims in connection with their activities or property; and shall upon request present evidence of this insurance to the Venue Managers.

#### 18. Licences

The Venue Managers shall obtain in advance any Theatre or Public Entertainment Licences required for the Company's performance; and the Company shall promptly on request provide the Venue Managers with any information concerning their performance that may be required in connection with obtaining such Licences, including but not limited to a formal assessment of the risks attendant on the performance.

The Company shall be responsible for obtaining any consents or licences that may be required in respect of copyright or performing rights, and shall indemnify the Venue Managers in respect of any legal action arising from any failure to obtain such consents or licences.

#### 19. Conduct and Reputation

The Company shall read and agree to comply with the Fringe Society's Company Code of Conduct, which is available to download from the Fringe Society's website.

The Company shall maintain adequate communication with the Venue Managers and inform them promptly of any changes in circumstances. The Company will provide all information in a timely manner and in accordance with any agreed deadlines. Representatives from the Company will attend an induction with the Venue Managers prior to their first performance. The Company acknowledges that the Venue Manager shall be entitled to treat non attendance at the induction as cancellation by the Company of the Underlicence.

The Company shall do nothing whether in pursuit of publicity or otherwise which tends to bring the Venue Managers, the Venue, or the Building Owners, into disrepute. On becoming aware that they have done some such action, the Company shall take immediate steps to rectify the matter.

## 20. Personal Data

The Venue Managers may keep personal information relating to contacts within the Company and store and process such information on computer, in accordance with the Venue Managers' entry on the Data Protection Register.

The Venue Managers will not disclose such information to outside parties except as follows:

- the contact details of the person named as primary contact may be passed to:
  - other Companies performing at one of the Venue Managers' venues;
  - the Fringe Office;
  - third party organisations with which we have formed a partnership;
- the contact details of the person named as press contact may be passed on to any party requesting contact information for the Company;
- any contact details may be passed on where this is required by court order or as otherwise required by the laws of England or Scotland.

Unless otherwise informed in writing the Venue Managers may use such contact information including postal addresses, telephone and fax numbers and email addresses for the purposes of contacting the company for any reason relating to the business of the Venue Managers, including informing the Company of performance opportunities in a subsequent year. The Company may opt out of this correspondence by informing the Venue Managers in writing after the later of the end of the calendar year in which they performed or when all outstanding matters relating to that performance are resolved.

The passing of contact information by the Company to the Venue Managers shall be deemed by the Venue Managers to constitute acceptance of the terms of this clause.

## 21. Entry to the UK

Companies with performers/entourage travelling from overseas should note that Paradise Green has no jurisdiction over the visa process and is not an immigration authority. We cannot guarantee that any group or individual will gain entry to the UK and we will not be liable for any issues that arise during the immigration process as a result of this information. Paradise Green will also not be liable for any costs or inconvenience caused by failure to gain entry or delayed entry to the UK and we will not reimburse any fees due to cancellations caused by immigration issues.

## 22. Force Majeure

The Venue Managers shall not be liable for any failure to meet the terms of this Underlicence arising from events beyond their control, including unilateral action taken by the Building Owners.

## 23. Severability

If any provision of this agreement shall be held invalid by a court of law, this shall not invalidate the remainder of the agreement.

## 24. Legal Context

This agreement shall be construed in accordance with English law. Any legal process arising from the agreement shall be subject to the jurisdiction of the English Courts.

Paradise Green Promotions  
A Company Limited by Guarantee. Registered in England No. 3348572  
Registered Office: 33 Burnage Hall Road, Manchester, M19 2LD  
Telephone: 0131 510 0119 SIP: 2116822@sip.gradwell.net, email: [info@paradise-green.co.uk](mailto:info@paradise-green.co.uk)