

**VISITING PRODUCER AGREEMENT**  
**THE LOWRY - STANDARD TERMS & CONDITIONS**  
**(PLEASE RETAIN FOR YOUR RECORDS)**

This document contains the Company's standard terms and conditions relating to all Performances taking place within the Premises, or promoted elsewhere by the Company. Additional details of Productions, Performances, agreed deals and publicity requirements are contained within the Specific Terms that are specific to each individual Performance/Production, and which must be signed and agreed by both Parties.

**1. DEFINITIONS**

1.1 The following terms shall have the following meanings in this Agreement:

<b>Advance</b>	as defined in clause 2.2;
<b>Applicable Laws</b>	any legislation, rules, regulations, guidance or other codes of practice of local or national government or of any other body whose regulatory functions apply to the Theatre, its operation, the Premises and/or the Production to include all health and safety legislation and regulations, all union agreements applicable to the Theatre and its operation to include all blanket agreements between the Society of London Theatre and Equity, BECTU and the Musicians Union and all rules applicable to the use of children in live stage performances;
<b>Company</b>	The Lowry Centre Trust, The Lowry, Pier 8, Salford Quays, Salford M50 3AZ;
<b>Company Personnel</b>	all individuals working for or on behalf of the Company in relation to the Production including its staff, consultants, advisors, contractors, sub-contractors and agents.
<b>Contra Account</b>	as defined in clause 2.1(b);
<b>Group Booking</b>	any sale that is processed by the Company's group sales team(s) and/or its duly authorised agent(s) which is deemed by The Lowry to be a group booking because a group concession is available within the Ticket pricing structure for the Event;
<b>Licences</b>	the premises licence, fire certificate and any other licences, authorisations and consents required to enable the performance of the Production at the Theatre, including any necessary music and public entertainment licences such as those issued by PRS and PPL, and " <b>Licence</b> " shall be construed as a reference to any one of such licences, authorisations or consents;
<b>Local Authority</b>	Salford City Council (or such other local authority as may from time to time replace it);

<b>Net Box Office Receipts</b>	all income received by the Company and its agents for admission to Performances net of an amount based on the standard rate of Value Added Tax (VAT) (or if higher the rate charged by the Producer on sums due to it), financial transaction charges of 3.5% on the Company's gross sales, ticket agency commissions, building improvement levy, group sales commission, discounts, refunds and bad debts. This definition excludes income from all sources other than for admission to the Performances;
<b>Performance</b>	any performance of the Production at the Premises pursuant to this Agreement;
<b>PPL</b>	as defined in clause 2.1(h);
<b>Premises</b>	the Theatre, the complex commonly known as 'The Lowry' and, if applicable, any premises outside such complex which are used by the Company and/or Producer for or in relation to the presentation of the Production during the Period of Engagement (including found spaces, open air spaces, non-conventional theatre spaces and temporary, mobile or pop-up venues);
<b>Producer Equipment</b>	as defined in clause 3.1(o);
<b>Producer Personnel</b>	all individuals working for or on behalf of the Producer in relation to the Production including its staff, consultants, advisors, contractors, sub-contractors and agents;
<b>Programme</b>	a programme produced by or on behalf of the Company which relates to the Production and which is to be sold by the Company at the Theatre.
<b>PRS</b>	as defined in clause 2.1(h);
<b>Settlement</b>	as defined in clause 2.1(a);
<b>Specific Terms</b>	the specific terms to which these Standard Terms are attached or which apply to the Production;
<b>Technical Specification</b>	the technical specification for the Theatre, available <a href="#">online</a> or on request from the Company;
<b>Ticket</b>	a ticket of admission to a performance of the Production at the Premises;

- 1.2 Any capitalised term not defined in these Standard Terms shall have the meaning set out in the Specific Terms.
- 1.3 The words **include, including, eg, such as, for example** and similar expressions shall not have a restrictive meaning and shall be deemed to be followed by the words "without limitation".
- 1.4 These Standard Terms include the Schedules attached. The Company reserves the right to amend any of its policies including those set out in the Schedules. The Company shall notify the Producer of any such changes and in the event of any conflict between the main body of the Standard Terms and the Schedules, the Schedules shall prevail.

## 2. COMPANY'S RESPONSIBILITIES

### 2.1. The Company shall:

- (a) no later than 4 weeks after the end of the Period of Engagement, pay to the Producer the **Settlement**, being the Producer Entitlement after the deduction of:
  - (i) the Specific Deductions,
  - (ii) any deductions (not within the Specific Deductions) to reflect marketing and technical costs incurred by the Company in relation to the Production;
  - (iii) any Advance and any other advances paid to the Producer by the Company;
  - (iv) the Company's costs of Get-Out and reinstatement of the Premises;
  - (v) the Company's staffing costs (including overtime and additional security provision) in relation to the Production;
  - (vi) payments made on account to the Producer by the Company in relation to the Production;
  - (vii) any sums payable to the Company by the Producer under an indemnity;
  - (viii) any damages payable to the Company by the Producer;
  - (ix) recharges and any related administrative fees due to the Company under the terms of this Agreement;
  - (x) any exceptional costs reasonably incurred by the Company in relation to the Production; and
  - (xi) any other agreed deductions;

it being agreed that such deductions once agreed may be liable to reasonable adjustment by the Company to reflect increases in its costs (such as increases in union payments or overtime rates).

- (b) provide the Producer with a statement of the deductions made under clause (a), the sum of these deductions being the **Contra Account**;
- (c) be solely entitled to all Net Box Office Receipts not due to the Producer;
- (d) subject to the terms of this Agreement, be entitled exclusively to all income generated within the Theatre and otherwise on the Premises, including that from the sale of Programmes, tours, ice-creams, confectionery, food, drink and Company's own souvenir articles and any other merchandise;
- (e) provide the Theatre during the times set out in the Specific Terms together with all heating and lighting as normally available, the technical facilities, equipment and scenery as detailed in the Technical Specification and the technical staff as detailed in the Schedules and as may be amended in the Specific Terms. It is acknowledged that use of spaces other than the Theatre is subject to availability and the cost of room hire may be recharged to the Producer (rates to be agreed between Company and the Producer);
- (f) supply an office to the Producer with a telephone for the duration of the Period of Engagement. The costs of any telephone calls and photocopying made by the Producer or

Producer Personnel will form part of the Contra Account and be deducted before payment of the Settlement;

- (g) provide and pay for such administrative, marketing, publicity, box office, front-of-house, catering, security and cleaning staff as it shall in its absolute discretion consider necessary for the proper and efficient running of Company (but not the Production). The absence of any such staff for reasons of illness, labour dispute, force majeure or any circumstances beyond its direct control shall be a Force Majeure Event for the purposes of this Agreement;
  - (h) obtain in respect of Company (but not the Production) all necessary licences and permissions to enable the Production to take place, it being agreed that Producer shall be responsible for obtaining any licences required for the performance of compositions and recordings, such as interpolated music, which are not covered by Company's existing venue licence from PRS For Music Limited (**PRS**), Phonographic Performance Limited (**PPL**), the joint venture PPL PRS Ltd or such other applicable collecting society as may replace any of them from time to time.
- 2.2. On request from the Producer, the Company may, in its absolute discretion, pay to Producer an advance against the Settlement (**Advance**) during the Period of Engagement (but not before) provided that Company has received at least three days prior notice of the amount and form of payment requested. In any event the amount of such Advance shall not exceed the amount due under this Agreement from Performances already presented at the time the Advance is paid.
- 2.3. The right to grant admission to the Premises lies solely with the Company and unless otherwise agreed, the Company reserves the right of superintendence and control of all persons at the Premises including for the protection and proper accommodation of the public and in order to fulfil the obligations of all relevant licences and consents.
- 2.4. The Company reserves the right to use any part of the Premises at any time during the Period of Engagement provided that such use will not interfere with the Production. Company further reserves the right to use the Premises for other events, including Sunday evening events, other evening and latenight Performances and weekday daytime conferences or Performances during the Period of Engagement at times that do not unreasonably hinder the Production from fulfilling its obligations under this Agreement.
- 2.5. Company reserves the right to refund all or part of the price of admission before or after a Performance in the interests of Company and to reduce the amount of Net Box Office Receipts accordingly. Company undertakes to keep such refunds to a reasonable minimum and where appropriate will make every reasonable effort to resell the seats involved.
- 2.6. If, after payment to the Producer of the Settlement, the Company deems it reasonably necessary to make any payment or refund to a third party which would otherwise have been deducted (in whole or in part) from the Producer's Entitlement before calculation of the Settlement, the Producer undertakes to reimburse Company with the appropriate sum.
- 2.7. The Company shall be responsible for insurance cover against all risks in respect of its own property for which it (as opposed to Producer or Producer Personnel) is responsible including for its employees and for public liability excepting that the Company shall not be responsible for loss or theft of or damage to the property belonging to the Producer or and Producer Personnel that does not arise from the negligence of the Company.
- 2.8. The Company reserves the right under the Foreign Entertainers Income Tax legislation to deduct from the amount due to the Producer a sufficient sum to cover any income tax due to be paid by any non-UK resident members of the Producer Personnel in the Production unless:

- (a) an exemption certificate, sufficient to satisfy HMRC's Foreign Entertainers Unit regulations, is received by Company before the Period of Engagement; or
  - (b) the Producer appears on the list of approved agents issued by the HMRC's Foreign Entertainers Unit.
- 2.9. Where the Company undertakes to apply on the Producer's behalf for work permits for non-UK resident Producer Personnel, the Producer shall, at least twelve (12) weeks before the start of the Period of Engagement, provide the full names and full stage names together with the dates of birth; the nationalities; the passport numbers; dates and places of issue; issuing governments; the occupations; and the dates and times of arrival in an departure from the UK, of each member of the Producer's company as well as any other information requested by the UK Home Office or any other competent authority. The Producer shall also provide work permit group reference numbers from any previous visits to the UK
- 2.10. Company may terminate this Agreement immediately and without liability to the Producer in the event of refusal by the relevant immigration authorities to grant a work permit or a sufficient number of work permits to enable the Production to take place.
- 2.11. Company is culturally exempt from Value Added Tax (**VAT**). Whenever VAT tax is due on a payment made under this Agreement it shall be added at the then prevailing rate for that supply and the payee agrees to provide a tax invoice to the payer for the payment concerned.

### **3. PRODUCER'S RESPONSIBILITIES**

#### **3.1. The Producer shall:**

- (a) at its own expense provide the Production for Performances at the times detailed in the Specific Terms, safely, responsibly and to a first-class professional standard, including the provision of a full and efficient company capable of presenting the Production to a high standard and including the Named Artists;
- (b) (unless agreed otherwise in writing) for Productions in the Lyric theatre, in the event that any member of the company named in the Agreement shall be unable to perform for any reason, provide a suitable and efficient understudy or deputy to the satisfaction of the Company and failure to do so shall be a material and irremediable breach of this Agreement. Any costs, losses, damages and expenses incurred by the Company as a result of such a cast change will be recharged to the Producer, plus a reasonable administration charge;
- (c) procure that appropriate members of Producer Personnel (including if required performers, Named Artists and creative team members) are available for such learning, outreach and audience development events or engagements as may be agreed between the Parties;
- (d) provide and maintain all properties, costumes, scenery, furniture, special effects, band parts and instruments for the Production in first class condition and be responsible for the safe and proper fit-up of the same in the Theatre;
- (e) only if expressly required under the Specific Terms to provide an interval, ensure that each Performance includes an interval which shall be at least 15 minutes in duration, it being agreed that if any Performance does not, for any reason (other than the Company's breach) include an interval, the Producer shall reimburse the Company for its lost income (as calculated by the Company acting reasonably) plus a reasonable administration fee;

- (f) obtain at its own expense and before the first Performance all necessary licenses, rights and permissions for the Production, including those for any child performers, and provide any authorised chaperones which may be required;
- (g) pay all sums due to the Company pursuant to this Agreement in accordance with the terms of this Agreement;
- (h) provide to Company by the dates set out in the Specific Terms (or if not stated then at the earliest possible opportunity):
  - (i) lighting plots and requisitions for technical staff;
  - (ii) if reasonably possible, a film of the Production as it is to be performed (for Company's internal use and for the preparation of assisted Performances only);
  - (iii) if requested by Company, a copy of the actual script for the Production in advance;
- (i) pay, and indemnify Company against, all authors', composers', publishers' and others' fees, royalties and taxes payable in respect of the Production (with the exception of the Theatre's annual licence fee required by PRS which shall be the responsibility of the Company);
- (j) ensure that all drapes, curtains, decorative materials and scenery are made entirely of materials which are inherently fire proof or have been rendered fire resistant, in either case to the satisfaction of the inspecting officers of the Local Authority. All scenic elements should be made up from non-combustible material and/or inherently flame-retardant fabrics. Timber scenery should meet Class 1 when tested in accordance with BS 476 Pt 7. The scenery should be visibly stamped to this effect or its standard should be supported by suitable certification;
- (k) not use inflammable liquids, explosive articles or naked flames on the Premises (including on stage) or store or use the same within the Premises without the prior written consent of Company and the Local Authority, such consent to be applied for by the Company on the Producer's behalf;
- (l) not damage any part of the Premises;
- (m) not make any additions or alterations of any nature whatsoever to any part of the Premises or undertake any electrical or other works in relation to the Premises (including any temporary stage, amplification or lighting facilities) without the prior written consent of the Company;
- (n) unless otherwise agreed in writing by the Company, at its sole expense, at the end of the Period of Engagement (or on earlier termination of the Period of Engagement) remove all permitted additions and alterations to the Premises and return the Premises (and all equipment and other property in the Hired Areas which the Producer has been authorised to use) to the Company, in the same state of repair and condition as they were in immediately prior to the Period of Engagement (fair wear and tear excepted);
- (o) provide full details (to include copies of all necessary certificates) of all equipment, vehicles, property, materials and other things which Producer intends to bring into the Premises (**Producer Equipment**) and secure the Company's written consent to the use in the Theatre of all such Producer Equipment.
- (p) use all Producer Equipment safely and in accordance with any conditions imposed by the Company on the use of Producer Equipment on the Premises and with all Applicable Laws to

include if applicable, securing any applicable licences, consents or similar at the Producer's sole expense and complying with any local authority requirements relating to the use of any lasers and or/explosive material such as pyrotechnics;

- (q) remove all Producer Equipment at the end of the Period of Engagement, it being agreed that any Producer Equipment remaining in the Theatre at the end of the Period of Engagement may be stored (at Producer's expense) or disposed of by Company as it sees fit;
- (r) not load or use the floors, walls, ceilings or structure of the Premises in any manner which will cause strain, damage or interference to/with any part of the Premises without obtaining the prior written consent of the Company;
- (s) not overload the lifts, electrical installations or conducting media;
- (t) not do or omit to do anything that interferes with or imposes an additional loading on any ventilation, heating, air conditioning or other plant or machinery serving the Premises;
- (u) not, without the prior written consent of the Company, make to any competent authority any application which relates to the Premises;
- (v) not obstruct any exit from any passage or gangway or other access in or serving the Theatre;
- (w) dispose of all rubbish/waste as directed by the Company and in the event that any rubbish/waste is not disposed of as directed, pay all costs incurred by the Company in relation to disposing of such rubbish/waste correctly;
- (x) not do or omit to be done anything which places or may place the Company and/or any Company Personnel in breach of any Licence;
- (y) if the Producer is threatened with any prosecution and/or legal proceedings relating directly or indirectly to the Production or to the use of the Premises in relation to the Production, immediately inform the Company and supply the Company with copies of all relevant documents and letters received;
- (z) not do, nor allow to be done, anything which is or is likely to be a nuisance, disturbance or annoyance or which is injurious in any way to the Company or to adjacent or adjoining occupiers to the Premises or to the neighbourhood (to include exceeding any decibel limit applicable to the Premises and/or presenting any Performance beyond any curfew time), nor do or allow to be done any act or any failure to act which may cause any Licence applicable to the operation of the Premises or any part of it to be withdrawn, annulled, suspended, endangered, modified in any way, not renewed or renewed with conditions more adverse to Company than now apply, nor make any application to any competent authority for any variation of any rules or regulations in force for the Premises, nor do nor allow to be done, any act or failure to act which may be a violation of any lease or superior lease of the Premises by the Company or its superior landlords;
- (aa) not without Company's prior consent sell or distribute anything (including food, tobacco or beverages) on the Premises save that the Producer may provide food and beverages to its cast and production crew;
- (bb) not fly-post or permit or authorise others to fly-post on its behalf in connection with its use of the Theatre and without limiting the Company's other remedies in the event of any breach of this clause 3.1(bb), the Company may remove any such posters and the Producer shall pay to the Company the cost of all such removal and all other costs or losses arising from

flyposting (including any fines or legal costs) as calculated by the Company acting reasonably plus a reasonable administration fee;

- (cc) not itself nor authorise nor permit others (without the prior written consent of the Company) to film or photograph the Production (or any part of it including rehearsals) on the Premises;
- (dd) not take longer than permitted for Get-In or Get Out so as to impact on the Production or on any production subsequent to the Period of Engagement;
- (ee) save as otherwise agreed in this Agreement, be solely responsible for all costs and expenses of and arising in connection with the preparation for and the presentation of all Performances at the Theatre, including all costs of Get-In and Get-Out and all costs in relation to the handling, erecting and dismantling of sound and lighting equipment;
- (ff) provide Company with all risk assessments and all other health and safety documents (including certificates and reports) in relation to the Production no later than 30 days prior to the first paid Performance;
- (gg) for the duration of the Period of Engagement and for at least three months after the end of the Period of Engagement, maintain and pay all costs required to maintain all insurances which it is legally required to maintain and those covering all risks that would normally be insured against in respect of its officers, employees, agents, sub-agents, performers, sets, all production properties and members of the public against all risks in respect of its use and occupancy of the Premises including:
  - (i) any loss or damage to any of its own property or that of the Company and/or any third party;
  - (ii) death/personal injury;
  - (iii) any loss or damage suffered by the Producer, the Company or any third party which arises out of the Producer's negligence;
  - (iv) public liability; and
  - (v) if applicable, any liability that the Producer may have to its employees, contractors and/or agents;

in each case with a reputable insurance company and at levels not less than those required by statute (and in the case of public liability, £5 million) and, on request, provide the Company with particulars of such insurance policies and evidence that the policies are in force;

- (hh) not do or suffer to be done in or about the Premises or elsewhere anything which may vitiate or invalidate any policy of insurance effected by the Company or which may cause any increased premium to become payable for such insurance, and shall at all times use all proper and reasonable precautions to prevent loss or damage or harm by fire, accident or other means, and indemnify the Company against any loss or damage arising from the Producer's breach of this clause 3.1(hh);
- (ii) take all such actions as may be reasonably required by Company to support the Company's defence of any third party claim in connection with the Production;
- (jj) to the extent within its control, not permit, without the prior written consent of Company, the Production or any version, adaptation or part thereof to be performed in any medium at



- any time between the date of the Agreement and 3 months after the end of the Period of Engagement (other than in the Theatre) within a 40-mile radius of the Theatre;
- (kk) not permit, without the prior written consent of Company, any advertising or publicity relating to a Performance at any venue other than Company to be displayed or broadcast in any medium at any time between the date of this Agreement and the date of the last Performance as detailed in the Agreement within a 40-mile radius of the Theatre;
  - (ll) advise the Company and obtain the Company's approval before signature of this Agreement of any aspect of the Production (including orchestra, fore-stage, size of pit, special lighting and staging, sound and lighting desks etc) which may affect the use of any of the Theatre's seats and which would restrict their view of the Production or necessitate their removal;
  - (mm) provide the Company with any information required by and detailed in the Specific Terms within the timescale specified therein;
  - (nn) on request, provide the Company with a detailed analysis of any guaranteed payment or royalties payable;
  - (oo) warrant and undertake to the Company that the Production and method of presentation and performance at the Theatre shall not be obscene or likely to incite racial hatred or to promote a breach of the peace and shall contain nothing which is likely to result in any court of law ordering the withdrawal of the Production or in the restriction of further performances by virtue of the provisions of the Theatres Act 1968 or other statutes or rule of law and indemnifies the Company against all costs arising from any breach of this clause howsoever caused;
  - (pp) observe, carry out and abide by all Applicable Laws; and
  - (qq) comply with and procure that all Producer Personnel shall comply with the Company's Safe Working Agreement (as attached to the Specific Terms), health and safety policy (available on request), the guidelines, policies and rules set out in the Schedules attached to these Standard Terms and any other reasonable policies that shall be provided to the Producer by the Company from time to time.
- 3.2. The Producer shall at all times keep the Company fully informed as to the nature, scale, concept and content of the Production (including all Producer Personnel involved and any guest stars / hosts / one-off appearances) and any changes to the Event. Without prejudice to any of the Company's other termination rights under this Agreement, Company reserves the right to terminate the Period of Engagement and the Producer's right to use the Premises by written notice, with immediate effect, without liability to the Producer and without prejudice to any of the Company's rights at law and pursuant to this Agreement, if in Company's reasonable opinion:
- (a) the scale of the Production (or of any Performance of the Production) is or becomes materially different to that proposed to and accepted by the Company, to the extent that it:
    - (i) becomes unmanageable within the Access Times and/or Permitted Areas available; or
    - (ii) exceeds the capacity and/or reasonable capabilities of the Premises;
  - (b) the nature of the Production (or any Performance of the Production) is or becomes materially different to that proposed to and accepted by the Company;

- (c) the Production (or any Performance of the Production) raises issues of public order, security and/or taste and decency and following good faith negotiations with the Producer no acceptable compromise can be reached; or
  - (d) the Production (or any Performance of the Production) cannot safely go ahead, or cannot safely go ahead without the imposition of material additional safety or security measures
- or if the Company is advised by a relevant competent authority (including the emergency services or Local Authority) to cancel the Production (or any Performance of the Production).
- 3.3. In the event of any termination of this Agreement under clause 3.2 above, clauses 4.2 to 4.4 (inclusive) below shall apply.

#### **4. TERMINATION**

- 4.1. The Company may terminate the Period of Engagement and the Producer's right to use the Premises by written notice, with immediate effect, without liability to the Producer and without prejudice to any of the Company's rights at law and pursuant to this Agreement at any time after the occurrence of any of the following events:
- (a) the Producer fails to make any payment due under this Agreement on the due date for payment and fails to remedy that failure within 7 days of being notified in writing to do so;
  - (b) the Producer commits a material breach of any term of this Agreement and (if such a breach is remediable) fails to remedy that breach:
    - (i) if breach occurs before the start of the Period of Engagement, before the earlier of (A) the first Performance; and (B) within 14 days of being notified in writing to do so;
    - (ii) if breach occurs during the Period of Engagement, within 48 hours of being notified in writing to do so;
  - (c) a first paid Performance of the Production is not given in accordance with the Production Schedule;
  - (d) three or more Performances in any week or three or more consecutive Performances are cancelled (other than as a result of a Force Majeure Event);
  - (e) the Producer ceases to carry on business or becomes unable to pay its debts as they fall due; or suspends or threatens to suspend making payments with respect to all or any class of its debts; or becomes bankrupt; or convenes a meeting of its creditors; or proposes or makes any arrangement or composition with or assignment or moratorium for the benefit of its creditors generally or any class of creditors;
  - (f) the Producer (or the Company) is threatened with prosecution under the Theatres Act 1968 or with an action for breach of any third party right or if any competent authority objects to the content of the Production and within 3 days (excluding any Bank Holiday or Sunday), the Producer shall not, to the reasonable satisfaction of the Company, have taken all necessary steps to address the grounds of the threat or the objection.
  - (g) the Producer or any Producer Personnel does or says anything that adversely affects the Producer's own reputation or brings the Company into disrepute.
- 4.2. The termination of the Period of Engagement shall be without prejudice to any other rights or remedies to which a party may be entitled under this Agreement or at law as a result of or in relation to any breach or other event which gives rise to termination, and shall not affect any other accrued

rights or liabilities of either party as at the date of termination and without limitation the Producer shall remain liable to effect the Get Out and to reinstate the Premises.

- 4.3. On termination of the Period of Engagement, any Deposit or Guarantee shall cease to be repayable and the Company may apply any sums which are otherwise payable to the Producer pursuant to the terms of this Agreement (including any Deposit or Guarantee) to meeting any liability that the Producer may have to the Company.
- 4.4. Without prejudice to any right of the Company to terminate the Period of Engagement under clauses 3.2 or 4.1, and in each case subject to the affected Party's duty to mitigate its losses:
  - (a) if any Performance is not given due to the Company's breach, the Company shall be liable to the Producer for any expenditure actually incurred by the Producer which is solely attributable to its presentation of the Production at the Theatre prior to the date of cancellation; and
  - (b) if any Performance is not, for any reason (other than the Company's breach) given in accordance with the Production Schedule, the Producer shall reimburse the Company for its lost income and any other resulting losses (as calculated by the Company acting reasonably) plus a reasonable administration fee.

## 5. SUSPENSION

The Company may on written notice to the Producer and without liability to Producer and without limiting the Company's right to terminate the Period of Engagement, suspend the presentation of Performances at any time after the occurrence of any of the events listed in clauses 3.2 or 4.1. Suspension shall not relieve the Producer of any of its obligations pursuant to this Agreement or of any liability that it may have to the Company.

## 6. INDEMNITY

- 6.1. The Producer shall indemnify and keep the Company fully indemnified from and against all actions, claims, demands, costs, expenses, liabilities, loss, damages or other monetary relief (including economic or consequential loss) ("**Losses**") brought, made or awarded against or incurred by Company (to include payments made on the advice of counsel) resulting (directly or indirectly):
  - (a) from any breach, non-observance or non-performance of this Agreement on the part of the Producer;
  - (b) out of any act or omission, wilful default or breach of statutory duty on the part of the Producer or any Producer Personnel;
  - (c) from any claim by any Producer Personnel for the payment for work done or services rendered; and
  - (d) from any injury or death to persons in or about the Premises, damage to the Premises, its contents or any property or equipment of the Company, the property or equipment of any third party then resident in the Theatre arising out of or in connection with the exercise by the Producer of its rights, including the staging of the Production and/or the performance by the Producer of its obligations under this Agreement and/or the Producer's occupancy of the Theatre but excluding in respect of any damage, injury or death caused by the Company or persons under the Company's direct control.

## **7. LIMITATION OF LIABILITY**

- 7.1. Nothing in this Agreement limits any liability which cannot legally be limited, including liability for:
- (a) death or personal injury caused by negligence;
  - (b) fraud or fraudulent misrepresentation; and
  - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982.
- 7.2. Subject to clause 7.1:
- (a) the Company's total liability to the Producer shall not exceed £1 million; and
  - (b) the Company shall not be liable to the Producer for the following types of loss:
    - (i) loss of profits;
    - (ii) loss of sales or business;
    - (iii) loss of agreements or contracts;
    - (iv) loss of anticipated savings;
    - (v) loss of or damage to goodwill;
    - (vi) loss of opportunity; or
    - (vii) Indirect or consequential loss;including by reason of any breach by the Company of the terms of this Agreement or by reason of any negligent act or omission of the Company.

## **8. FORCE MAJEURE**

- 8.1. If either Party is affected by a Force Majeure Event which prevents it from performing its obligations under this Agreement, it shall promptly notify the other Party of the nature and extent of the circumstances in question and the anticipated duration of the relevant event. Neither Party shall be liable to the other for any delay in performing its obligations or for failure to perform its obligations under this Agreement if and to the extent that the delay or failure is caused by a Force Majeure Event.
- 8.2. If either Party is affected by a Force Majeure Event, it shall use all reasonable endeavours to mitigate and/or eliminate the consequences of such Force Majeure Event and inform the other Party of the steps which it is taking and proposes to take to do so.
- 8.3. If any Party is prevented from performing its material obligations under this Agreement by a Force Majeure Event for a consecutive period of 28 days or more, (or, in the case of the Producer, if it is prevented Agreement by a Force Majeure Event from giving three or more Performances in accordance with the Production Schedule) the other Party shall be entitled by notice in writing to the affected party to terminate the Period of Engagement and without liability to the affected party (save that the Producer shall, if applicable, remain liable to effect and meet all costs of Get Out and to reinstate the Premises). If both parties are affected by the Force Majeure event (or by more than one event at the same time), either may give notice pursuant to this clause 8.

- 8.4. Termination pursuant to this clause 8 shall not relieve either Party of any accrued liability and the Company shall not be liable to return to the Producer any amount of the Deposit or Guarantee then being held by the Company.
- 8.5. The term **Force Majeure Event** means any event, occurrence or circumstance (or combination of any of the same) which is outside either Party's control and includes: acts of God, flood or other natural disaster; epidemic or public health emergency; Royal demise or period of national mourning; terrorist attack (or the threat of any such attack); civil commotion or riots; any policy, direction, order, regulation, law or other action of any government/public authority, union and/or industry body (each a **Restriction**); the refusal/revocation of any necessary licence or consent; collapse of buildings; fire, explosion or accident, any labour or trade dispute, strikes, industrial action or lockouts; non-performance by suppliers or subcontractors; failure of equipment; and interruption to or failure of utilities or transportation services.
- 8.6. In the event that the Production or any Performance is abandoned, cancelled or (where agreed between the Parties) interrupted after the date of signature of this Agreement at any time directly or indirectly as a result of the Coronavirus Covid-19 or any similar virus or any other epidemic or pandemic, this clause shall prevail over any other force majeure provision in these Standard Terms and:
- (a) in the case of abandonment or cancellation by either party:
    - (i) such abandonment or cancellation shall not constitute a breach of this Agreement;
    - (ii) each party will be liable for its own costs up to and as a result of the abandonment or cancellation and/or its share of any costs which may have been agreed to be shared by the parties in accordance with this Agreement and which may have been incurred or contractually committed to a third party up to the date of such abandonment or cancellation and neither party shall be liable to make any further payments to the other in respect of the Production/Performances or its/their abandonment or cancellation (save that the Producer shall, if applicable, remain liable to effect and meet all costs of Get Out and to reinstate the Premises);
    - (iii) each party will take all reasonable steps to mitigate any third-party costs as early as practicable; and
    - (iv) either party may terminate this Agreement immediately on written notice to the other.
  - (b) in the case where the parties shall agree that there shall have been an interruption:
    - (i) such interruption shall not constitute a breach of this Agreement and each party's obligations under this Agreement shall be suspended for the period of such interruption;
    - (ii) the parties will co-operate in good faith in respect of such interruption with a view to agreeing a plan for resuming and/or re-scheduling the Production/Performances after the interruption, as far as may be reasonable;
    - (iii) if the interruption lasts for more than 28 days, either party may elect to abandon or cancel the Production/Performances and terminate this Agreement immediately on written notice to the other and in such event:
      - (A) each party shall be liable for its own costs up to such termination and/or its share of any costs which may have been agreed to be shared by the parties

in accordance with this Agreement and which may have been incurred or contractually committed to a third party up to the date of such abandonment or cancellation (it being agreed that the Producer shall, if applicable, remain liable to effect and meet all costs of Get Out and to reinstate the Premises);

- (B) each party will take all reasonable steps to mitigate any third-party costs as early as practicable; and
- (C) neither party shall be liable to make any further payments to the other in respect of the Production/Performances or its/their interruption.

8.7. In the event that this Agreement shall have been terminated pursuant to clause 8.6, the parties will co-operate in good faith to re-schedule as far as may be practicable the Production/Performances on terms substantially similar to those set out in this Agreement.

8.8. In the event of royal demise, the Company, acting reasonably, may elect to cancel Performances during any officially designated period of national mourning (whether or not required by law to do so) and such cancellation shall be deemed an interruption for reasons of a Force Majeure Event pursuant to clause 8.1 and there shall be no termination right pursuant to clause 8.3.

## **9. NOTICES**

9.1. Any notice required to be served by a Party under this Agreement shall be in writing and shall be served:

- (a) by leaving it with a senior member of the other Party's administrative staff at the Party's address as shown in this Agreement;
- (b) by sending it by first class recorded delivery post to such address (such notice being deemed served 24 hours after posting (excluding weekends and bank holidays); or
- (c) by email at the time of transmission provided that the sender shall not have received a "System Undeliverable" or like automated response (not being a user generated "out of office" reply) within 12 hours of transmission, indicating that the email has not been received by the intended recipient.

## **10. STORAGE**

10.1. No facilities for the storage of the Producer's sets, properties, costumes or any other items shall be available at the Theatre other than during the Period of Engagement. No items should be delivered to the Theatre before the Get-In or be left at the Premises after the Get-out without the Company's prior written consent. All costs of storage for the Production incurred by the Company will be recharged to the Producer at cost price, plus a reasonable administration charge.

## **11. GENERAL**

11.1. This Agreement contains the entire agreement between the Parties concerning its subject matter and may only be varied in writing.

11.2. The waiver by either Party of any breach by the other shall not constitute the waiver of any prior or subsequent breach.

- 11.3. If any of the provisions of this Agreement or the application of the same are held invalid or unenforceable, the remainder of this Agreement and the application of it shall not be affected and shall continue in full force and effect and shall be enforceable to the fullest extent permitted in law or in equity.
- 11.4. Neither Party shall assign the benefit and/or the burden of this Agreement or any of its rights or obligations and neither Party shall delegate or subcontract to anyone any of its obligations under this Agreement without the other's prior consent (such consent not to be unreasonably withheld, delayed or conditioned).
- 11.5. This Agreement does not create nor imply a partnership or joint venture between the Company and the Producer.
- 11.6. The Parties declare that at the time of signing this Agreement they have made no other commitments which will prevent them from fulfilling this Agreement.
- 11.7. No person that is not a Party to this Agreement shall pursuant to the Contracts (Rights of Third Parties) Act 1999 have the right to enforce the terms of this Agreement.
- 11.8. This Agreement may be executed in any number of counterparts and all counterparts, when executed and taken together, shall constitute a fully integrated and binding agreement. A fax signature, a scanned/e-mailed signature (in pdf form) or electronic signature shall be deemed valid as an original signature.
- 11.9. This Agreement shall be governed by and interpreted in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English courts.

**SCHEDULE 1**  
**TICKETS AND PRICING**

- 1.1 Prices of admission to, and full concessions rates for the Production shall be agreed between the Company and the Producer and detailed in the Specific Terms.
- 1.2 The Company reserves the right to charge a booking fee to customers for such transactions as it deems appropriate (**Booking Fee**) and either to include the Booking Fee within the publicised ticket price or add it as an additional charge as it sees fit. The Company shall determine the value of the Booking Fee. All income from Booking Fees shall be retained by the Company and will not form part of the Producer Entitlement, the Settlement or any other amount payable by the Company to the Producer.
- 1.3 The Company reserves the right to impose a Building Development Levy upon all ticket sales as it sees fit. The value of this levy shall be determined by the Company and included within the publicised ticket price. All income from the Building Development Levy shall be retained by the Company and will not form part of the Producer Entitlement, the Settlement or any other amount payable by the Company to the Producer.
- 1.4 The Company reserves the right to admit wheelchair users and their escorts at concessionary prices and to reduce the Theatre's normal seating capacity to accommodate these wheelchair users. In addition, the Company reserves the right to hold an allocation of discounted tickets for customers attending Audio Described, Sign Language Interpreted or Relaxed Performances. All such holds and discounts to be agreed in advance.
- 1.5 The Company shall hold an agreed number of complimentary seats for the Producer until 24 hours before the start of each Performance. If not taken up by that time, these seats may be released for sale by the Company without further notice to the Producer.
- 1.6 The Company reserves the right to offer a priority booking period for the Production to Group Bookings and school bookings and to members of any loyalty scheme that the Company may operate from time to time. Such seats will only be sold at mutually agreed prices and concessions. The Company may also offer special prices and discount deals for the opening night of weeklong productions to members of any "Friends" or similar loyalty scheme.
- 1.7 The Company reserves the right to reserve seats for the Production for sale to members of the Company's Members Scheme and any sponsors secured by the Company. Such seats will be sold at mutually agreed prices and concessions. Any seats reserved for this purpose but not sold shall be released for general sale not later than two days before the date of the Performance.
- 1.8 The Company reserves the right to offer the following complimentary seats for the Production:
  - (a) an agreed number of House Seats as the Company at its sole discretion considers to be necessary for the smooth running of the Performances;
  - (b) such seats as may be required by the Company's sponsorship agreements;
  - (c) such seats as may be required by members of the press and media. All press seats to be agreed in advance; and
  - (d) such seats as may be required by the Company's Directors and as the Company at its sole discretion considers to be in the interests of the Company. These seats will be kept to a reasonable minimum and where possible will be released for sale.



- 1.9 All seats for the Production (over and above those stated in paragraph 1.5) used by the Producer, Producer Personnel, or Producer's sponsors or shall be paid for at the Company's Box Office. The cost of any seats which are not paid for in this way will be re-charged to the Producer at cost price, plus a reasonable administration fee.
- 1.10 No other concessionary prices for the Production will be offered by the Company without prior discussion with the Producer, save for the Company's staff discount of 10% on pre booked tickets (limited to 4 per staff member) and 75% off tickets purchased on the day of the show and the 10% discount for the Company's Corporate Members. Reservations for staff are not permitted.
- 1.11 If the Production is cancelled or rescheduled by the Producer, the Company will refund to the customer all Booking Fees charged to them where applicable. The Producer agrees to pay to the Company all Booking Fees refunded and any cancellation charges within 30 days of receipt of an invoice from the Company (or, as applicable, a third party ticketing agency (**Ticket Agency**)).
- 1.12 Tickets may be allocated to outside Ticket Agencies at the Company's discretion up to a maximum of 25% of the Theatre's capacity. Any additional allocations will incur an additional levy of £1 per ticket to be paid to the Company on Settlement. All tickets allocated to Ticket Agencies are issued at face value. The Company shall use reasonable efforts to ensure that Ticket Agencies present this face value accordingly to the customer and any extra charges or fees are highlighted separately to the face value. All tickets should be marked back at the face value and agencies should report these figures only to the Company. In respect of every ticket sale, the Company is entitled to deduct and retain from the amount the Booking Fee and the Postage Fee including an additional one pound cancellation / re-scheduling fee (£1) per ticket when the Producer cancels or re-schedules an event. The Producer should arrange for all cancellation and re-scheduling costs (meaning booking fees, postage and cancellation charge) to be paid to the Company within three days from the receipt of an invoice.
- 1.13 All customer data collected by the Company during the sale of tickets for the Performances covered by this Agreement shall remain exclusively the property of the Company who shall be under no obligation to share them with the Producer. Exceptions will only be made for Arts Council regularly funded organisations who have signed and abide by the Company's Data Protection Agreement.
- 1.14 The Company reserves the right to offer special offers and discounts for members of its "Friends" (or similar membership scheme) for the first Performances of weekly touring shows or longer running productions.
- 1.15 The Company reserves the right to reduce seating capacity and/or amend seating configuration if required to do so by any policy, direction, order, regulation, law or other action of any government/public authority, union and/or industry body
- 1.16 The Company reserves the right to offer a limited number of restricted view seats at £10 as part of its promotional scheme for customers aged 26 and under.

## SCHEDULE 2

### PUBLICITY

Full marketing information and guidelines are available online here: [Contract Marketing Information | The Lowry](#)

#### 1. **Publicity Material**

- 1.1. Producer shall provide the Company free of charge with sufficient appropriate publicity material to publicise the Production and ensure that such materials are delivered to the Company by the dates set out in the Specific Terms (or agreed separately). The Company shall have the unrestricted right to utilise and adapt all such artwork and publicity materials in connection with the Production and issue of its own publicity materials relating to the Production and the Premises and in Programmes
- 1.2. Commencing no later than 16 weeks prior to the commencement of the Period of Engagement and continuing throughout the Period of Engagement, the Producer shall, in strict compliance with all Applicable Laws, use all reasonable endeavours to actively promote the Production at the Theatre.
- 1.3. The Company agrees to use all reasonable endeavours to use the publicity material provided by the Producer to publicise and promote the Production. All distribution of print, placing of advertising, direct mail campaigns and their associated costs, and the content of marketing press and PR campaigns is to be agreed between the Company and the Producer's marketing and press departments.
- 1.4. The Producer will arrange for all printed / advertising material to clearly incorporate the Company logo in a manner, size and style to be agreed with and approved by the Company's Marketing Department, as well as the dates and times of the Performances, the Company's box office telephone number and the Company's website and e-mail address. Please note the Company must be credited in the following form:

**The Lowry, Salford Quays**

(NB. not Manchester)

- 1.5. If any of the publicity materials are received after the agreed date, the Producer shall reimburse the Company for its lost income and any other losses (as calculated by the Company acting reasonably) plus a reasonable administration fee.
- 1.6. Any printed reference to the Company must be approved by the Company's Marketing Team. The Company reserves the right at the Producer's expense to dispose of any print containing incorrect references to the Company.
- 1.7. All printed material must feature details of the Company's box office telephone number and website in first position and no less prominently than any other agency or ticket outlet.
- 1.8. Producer acknowledges that the Company does not produce season brochures.

#### 2. **Press Interviews and Special Promotional Events**

- 2.1 The Producer agrees to use best efforts to secure the participation of its contracted artists in such press, radio and television interviews and other special promotional events as the Company may reasonably arrange. The Company will charge to the Producer any costs incurred in organising such interviews and events. The cost of any drinks and hospitality provided for the press and media will be shared equally between the Lowry and The Visiting Producer.

2.2 The costs of hospitality for guests attending Press Night or agreed promotional events shall be shared equally between The Company and the Producer and deducted from the Settlement unless agreed in writing otherwise in advance.

### **3. Programmes**

3.1 No later than 8 weeks prior to the beginning of the Period of Engagement, the Producer shall notify the Company in writing whether the Producer shall (a) supply its own Programmes for the Production or (b) require that the Company supplies such Programmes.

3.2 If the Producer requests that the Company shall supply Programmes for the Production, the Producer shall deliver the Programme material including editorial, illustrations and photographs to the Company (or its agent) no later than 8 weeks prior to the Period of Engagement.

3.3 If the Producer wishes to supply Programmes itself, the Company agrees not to print and sell its own Programme provided that:

- (a) Producer has complied with paragraph 3.1 of this Schedule;
- (b) the Producer includes in its Programme such copy, credits, information, advertising and other material typically provided by the Company in a size and layout to the satisfaction of the Company;
- (c) the Programmes are only sold by the staff of the Company; and
- (d) the Company shall be entitled to retain or recharge 25% of the sale price (including VAT) of each Programme sold during the Period of Engagement as a sales commission.

3.4 Any slips, insertions or other alterations to the Programme after it has been printed which are requested by the Producer or deemed reasonably necessary by the Company will be recharged to the Producer at cost price, plus a reasonable administration charge.

3.5 The Producer shall indemnify the Company for any loss or damage arising from the content of the Programme where such content is provided by the Producer (including from the absence of content where Producer has failed to provide the requisite content).

### **4. Merchandise and Souvenir Brochures**

4.1 The Producer may supply merchandise (including audio and audio-visual products) and souvenir brochures for sale or distribution in the Theatre provided that:

- (a) the Company has been informed by the Producer in writing at least 8 weeks prior to the Period of Engagement.
- (b) if the Company's staff sell or distribute the merchandise or souvenir brochures, the Company will be entitled to retain or recharge 25% of the sale price (including VAT) of items sold during the Period of Engagement;
- (c) If the Producer's staff sell or distribute the merchandise or souvenir brochures, the Company will be entitled to recharge 25% of the sale price (including VAT) of items sold for the Period of Engagement; and
- (d) the Company may at its sole discretion sell or distribute its own Programme or cast list and sell its own merchandise.

4.2 The Producer shall indemnify the Company for any loss or damage arising from any merchandise or souvenir brochures supplied by the Producer.

## **5. Sponsorship**

- 5.1 The Producer agrees to advise the Company in writing of any sponsor of the Production as soon as possible after the date of this Agreement. The Company will use all reasonable endeavours to include acknowledgement of this sponsor in all relevant publicity material for the Production prepared by the Company (including the Programme) provided that any logo or specific form of acknowledgement has been received by the Company by copy deadline. No advertisement for any sponsor shall be exhibited on stage or in the Theatre's auditorium during Performances without the prior consent of the Company.
- 5.2 The Producer will not undertake any fundraising activities on the Premises, including displaying fundraising leaflets or banners or holding supporter events, without prior consent from the Company's Development Department. Any charitable collection at a Performance must be agreed in writing in advance.
- 5.3 The Company agrees to advise the Producer in writing of any sponsor of the Production as soon as possible after the date of this Agreement. The Producer will include acknowledgement of this sponsor in all publicity material for the Production prepared by the Producer provided that any logo or specific form of acknowledgement has been received by the Producer by copy deadline. Any advertisements for the Company's sponsors may be exhibited on stage or in the Theatre's auditorium or in the foyer during Performances unless otherwise reasonably requested by the Producer. **The Lowry will not be seeking sponsorship for these performances.**
- 5.4 No complimentary seats shall be provided to a sponsor by the Producer without the prior written consent of the Company and the Company agrees (on request) to inform the Producer of any complimentary seats that it may be required to provide as a result of its sponsorship agreements.
- 5.5 Subject to reasonable notice from the Producer (and in any case not less than 3 days' notice), the Company agrees to provide good quality facilities for entertaining a sponsor and to use its reasonable endeavours to ensure that the sponsor's association with the Production during the Period of Engagement is satisfactory by the standards of a first-class theatre of a similar size and reputation.
- 5.6 The Producer agrees to use its best endeavours to secure the attendance of his contracted artists at any function organised by or for a sponsor or a supporter group of the Company.
- 5.7 Any display or advertisement for a sponsor in the front-of-house areas of Theatre including the hospitality suites must be agreed in advance with the Company which reserves the right to refuse their display.

## **6. Hospitality Suites and Catering**

- 6.1 The Company has hospitality suites available for hire to the Producer (subject to availability) at rates available upon request.
- 6.2 All catering including food and drink required in the hospitality suites by the Producer or its sponsors of the Production will be provided by the Company or with the Company's approval by a third party and, if not paid for by the end of the Period of Engagement, will be recharged to the Producer at cost price, plus a reasonable administration charge.

## **7. Content Warnings**

We are aware that there are a range of views from artists, companies and audiences about Content Warnings (//CW's). We believe that this is a complex and important discussion within

our sector and society generally and as a venue we are striving to find a way forward that balances support for our audiences whilst recognising the different perspectives in this debate.

We believe that it is right that our audiences have the choice to access information about a show to allow them to make an informed decision about their engagement with its content and themes. At the same time, we recognise that some audiences do not wish to see //CW's and may feel they are not relevant to them or that they may contain "spoilers" that will be detrimental to their enjoyment of the show.

The Lowry's approach provides audiences with the option to click through from each show's website page to a dedicated //CW page. Each //CW page will include standardised copy as an introduction and will go on to detail //CW's specific to that show. //CW's will be both thematic and technical and will use descriptors adapted from The Nottingham University's NEON Content Warning typology.

We ask our artists and visiting companies to complete the NEON table. A link to this form is provided in the Contract Marketing Information. This will provide us with the information that we will need to develop the //CW page for each show. We have also included an example below which will show how a //CW page will appear on our website.

If you have any questions about our approach to //CW's, our programming team will be happy to discuss this with you.

**SCHEDULE 3**  
**RULES OF THE LOWRY**

**1. General**

- 1.1 Producer shall ensure that all Producer Personnel shall be familiar with these rules and shall comply with their content. The Company reserves the right to suspend or terminate the Period of Engagement and the Producer's right to use the Premises, at the Producer's expense, in the event of breach of these rules and to put in place any systems or persons required to ensure the safety and protection of the Company and/or Company Personnel.
- 1.2 The Producer will take all necessary precautions in connection with the Production to be consistent with the Company's policies as provided to Producer and:
- (a) to protect the Health & Safety of Company Personnel and Producer Personnel; and
  - (b) to avoid any damage to the Premises.
- 1.3 All work carried out by or on behalf of the Producer shall be in accordance with all Applicable Laws (including relevant national and international statutes, standards and regulations).

**2. General Safety, Risk Assessments and Noise Assessments**

- 2.1 The Producer shall (and shall procure that all Producer Personnel shall) comply with the Health and Safety at Work Act 1974 (as it may be amended) and any other statutory regulation relating to health and safety at work.
- 2.2 The Producer shall complete and submit to the Company
- (a) full risk assessments in accordance with The Management of Health & Safety At Work Act 1992 no later than 3 weeks prior to the start of the Period of Engagement; and
  - (b) a full noise assessment in accordance with The Noise At Work Regulations 2005; no later than 3 weeks prior to the start of the Period of Engagement.

**3. Alcohol**

- 3.1 The Company operates a zero tolerance to alcohol, drugs & solvent abuse in the work place. It is forbidden for workers to drink alcohol or take drugs (other than those prescribed by a doctor and which do not affect the capacity of the person to work) whilst working on the Premises.
- 3.2 The Company reserves the right to remove from the Premises any person whom it reasonably believes to be under the influence of drugs or alcohol.

**4. Connection to utilities including electricity**

- 4.1 All equipment connected to the Company's services must comply with British Standard regulations.
- 4.2 All equipment must be disconnected or switched off when not in use.
- 4.3 Connections to the Company's 3 phase supplies must be via CEE form or Power-lock connectors only.
- 4.4 Connection to single phase supply must be by BS standard connectors only.
- 4.5 All electrical equipment must be PAT Tested and maintained and operated in accordance with the provisions of the Electricity at Work Regulations 1989.

- 4.6 Connections to tour buses or trucks will be via the venues 16amp single phase sockets or the one 32amp 3 phase socket only.
- 4.7 Portable gas (LPG) is not permitted within the building and no connections to mains gas are available.
- 4.8 The use of portable cooking equipment other than microwaves, kettles or water boilers is not permitted. Portable heaters may only be used within the Company when supervised and a risk assessment has been completed.

## **5. Housekeeping**

- 5.1 Producer will use all reasonable endeavours to keep work spaces tidy at all times. Fire exits and clear ways must be maintained and at no time may equipment or materials block these marked routes.
- 5.2 The Company will provide collection of reasonable quantities of rubbish but large items such as scenic elements must be removed from the venue at the earliest opportunity. Any items remaining at the end of the Production Period will be disposed of and the costs of removal recharged to the Producer at cost price, plus a reasonable administration charge.
- 5.3 Any spillages of liquids must be cleaned up immediately and appropriate warning signage placed.

## **6. Working At Height**

- 6.1 Producer must ensure that all working at height is appropriately planned and the correct maintained item of access equipment is used for the task.
- 6.2 Producer must ensure that areas below work at height are controlled and barriers and signage are placed to prevent work below the area
- 6.3 Venue access equipment is only to be used when supervised by a member of the Company staff.
- 6.4 Safety harness must be worn where there is a risk of fall and an appropriate rescue plan must be in place.
- 6.5 All toured access equipment must comply with regulations and be well maintained.
- 6.6 The use of makeshift equipment for access is strictly prohibited

## **7. Tallescopes & MEWP's**

- 7.1 Tallescopes must be used in accordance with the ABTT Code of practise for the selection & use of temporary access equipment for working at height in theatres (2011). A minimum of one person trained in the use of Tallescopes to at least Aluminium Access Products Standard must be scheduled to work on the work activity. When the Tallescope is used in a moving format with a person in the basket the operating team must have a pusher, a puller and an observer. The WAH hierarchal section process must be used to identify the Tallescope as the most appropriate piece of equipment for the task.
- 7.2 The Company has a 6m and a 7.5m MEWP which can be used for working at height by IPAF or equivalent qualified persons following a permit issued after a familiarisation with the unit. The MEWP's are suitable for use on solid load bearing floors only. The equipment is not suitable to be used on raised or raked floors and the stage needs to have clear access to manoeuvre the equipment.

## **8. Access to technical areas**

Access to the stage, fly floors, grid control rooms, sub-stage & orchestra pits is only permitted under supervision of a member of the Company's staff and each member of the Production must seek permission to enter these areas.

## **9. Safety Clothing**

9.1 The Producer shall supply, and ensure that while working on the Premises all Producer Personnel shall wear:

- (a) safety footwear in compliancy with BS 1870;
- (b) hard hats at all times when working on stage;
- (c) protective gloves, eye protection, hearing protection, dust masks and ventilators and harnesses whenever and wherever appropriate.

## **10. First Aid & Accident /incident reporting**

The Producer shall ensure that a sufficient number of named and appropriately trained First Aiders are on duty whenever Producer Personnel are working on the Premises and that all accidents, injuries and near-misses involving Producer Personnel are reported to the Company and recorded appropriately.

## **11. Control of Substances Hazardous To Health**

In accordance with COSHH regulations, all substances require a suitable assessment which must be available for inspection. Storage, handling and use must conform to the manufactures instructions. It is a requirement that all flammables are locked in a suitable cupboard.

## **12. Rigging & Suspension of Scenery**

All rigging other than the use of the theatres counterweight flying bars, truss system (Studio 1) or fixed lighting bars must be carried out by The Lowry House 'PLASA NRC' qualified rigger. Costs for engagement will be passed to the visiting producer via the settlement. All equipment that requires suspension from the fabric of the building will be classed as rigging and as such must conform to LOLER regs (1998). The Lowry reserves the right to inspect any items of rigging and their installation to ensure they conform to British & European Standards. All rigging operations must be planed appropriately by the visiting company and be carried out in a way that reduces or fully eliminates the risk of injury. Risk Assessments for all operations must be supplied prior to the commencement of works. Safety harness must be worn where there is a risk of fall and an appropriate rescue plan must be in place. The weights and specifications of all items that are to be rigged must be supplied in advance to The Lowry.

## **13. Fire Precautions**

13.1 Producer shall and shall procure that all Producer Personnel shall:

- (a) comply with all applicable fire regulations;
- (b) read and understand the Company's evacuation plan;
- (c) persons comply with the Company staff's instructions during any evacuation or incident;
- (d) maintain fire routes at all times; and
- (e) not prop open any fire doors.



13.2 All hot works must have a permit issued prior to the commencement of works and suitable risk assessments and work place precautions must be in place.

**14. Smoking**

The Premises are no smoking throughout. Smoking is permitted as part of a Performance to maintain artistic integrity provided full risk assessments and controls are in place. It will only be permitted by prior submission of a method statement, a risk assessment & with a description of why it is artistically integral to the show which has to be submitted by the Company to the Local Authority for approval prior to the show.

**15. Use of Pyrotechnics, smoke, vapour, laser & other special effects including live flame**

15.1 The Company must be informed prior to the production arriving at the venue & at the earliest opportunity that a company intends to use special effects.

15.2 All shows containing fire risks must supply a method statement and risk assessment along with a copy of liability insurance to a minimum value of £5m. These documents will be passed to the local fire officer for approval prior to the show. Any restrictions or requirements raised by the fire officer must be complied with to enable the use of proposed effects

**16. Theatre Decoration, fabric & equipment**

The cost of any repairs to, or special cleaning of, the decoration or fabric resulting from the presentation of the Production or damage by the Producer or Producer Personnel, whether deliberate or accidental will be recharged to the Producer at cost price, plus a reasonable administration charge.

**17. Filming and Recording**

The Producer may film and/or record the Production during the Period of Engagement subject to the prior written consent of the Company. Any costs incurred by the Company will be recharged to the Producer at cost price, plus a reasonable administration charge and any broadcast or commercial exploitation of the recorded work - including CD/DVD or live streaming – shall be subject to separate agreement between the Producer and the Company. Additional recharges and, if applicable, administration charges, for staff may be also be applied.

**18. Long Performances or staff required to work after 11pm, before 9am & Public holidays**

If any Performance or work on the Production ends after 11.00pm or commences before 8am, the costs of providing transport to take home or bring to work any of the Company's staff associated with the Performance may be recharged to the Producer at cost price, plus a reasonable administration charge. (The only exclusion to this is for work paid for at TMA/BECTU get-out rates)

**19. Matinees**

Matinee Performances shall be given as fully as evening Performances and shall not be curtailed in any way.

**20. Fire Curtain (Lyric Theatre Only)**

The Producer shall ensure that the presentation of the Production allows the Theatre's fire curtain to be lowered on fire alarm activation and equipment is placed appropriately to ensure no obstruction to its operation is caused.

**21. Loudspeaker & Floor mounted equipment (Lyric Theatre Only)**

The Producer shall ensure that the location of speaker stacks where possible are upstage of the fire safety curtain and that if speakers must be located beyond this point they are securely fixed, do not obstruct sightlines and provide a minimum of 3m separation to the nearest seat which will require the removal of seats from sale prior to the Period of Engagement.

**22. Loudspeaker & Floor mounted equipment (Quays Theatre & Studio)**

The Producer shall ensure that the location of speaker stacks do not obstruct sightlines and provide a minimum of 3m separation to the nearest seat which will require the removal of seats from sale prior to the Period of Engagement.

**23. Theatre sets**

The Producer shall ensure that the location of theatre sets do not obstruct sightlines and shall work closely with the Company's technical staff to ensure the best view for the audience. The Producer shall inform the Company at the earliest opportunity of items of the set design that may affect the sale of certain seats for each show.

**24. Audience Participation**

Any show involving audience participation must be discussed in advance with the Company. Adequate and suitable control measures must be in place to ensure the safety of members of the public whilst on stage. The production must brief technical & FOH staff of the control measures and responsibilities. A risk assessment for this activity must be provided to the Company in advance.

**25. Backstage Access**

Only those who are employed by the Company or authorised by the Producer will be allowed backstage in the Theatre during the Period of Engagement without the Company's permission.

Capacities backstage and onstage are limited as follows:

**Lyric Theatre: 150**

**Quays Theatre: 50**

**Studio Theatre: 25**

**26. Pets and Animals**

No pets or animals shall be brought into the Theatre or perform on the stage without the written consent of the Company. Productions with animals in the performance will be required to supply a copy of the licence as per the Performing Animals Regulations 1925

**27. Vehicle Parking**

The Company does not have its own car parking facility for private vehicles. The Company's Salford Quays complex has a service road feeding a central loading bay, which provides for 2 x goods vehicles loading into the Lyric Theatre & 1 x goods vehicle loading into the goods lift that feeds The Quays Theatre, Studio Theatres, Art Galleries and Conference rooms. All performance related vehicle movements need to be confirmed with and approved by the Company in advance. Where possible trucks will be accommodated on site, however this is not always possible due to the large amounts of events across the site. All vehicles accessing the site must be approved in advance and the details - including the make and registrations of these vehicles - must be supplied to the Technical Department prior to arrival.

**28. Child Performers**

It is the absolute responsibility of the Producer to ensure that the Local Authority have been informed in advance of any children involved in the production in any capacity, and that all necessary licences have been obtained. The Producer must ensure that all appropriate child protection legislation is observed at all times. Any chaperones must be properly registered and all costs involved borne by the Producer. The Company may request to see any licences at any time and reserves the right to cancel any production at any time if there are any concerns about child protection or unlicensed children

**29. Backstage Security**

All Producer Personnel must sign in at stage door daily and be issued with security passes. These passes must be worn and visible at all times when in the building unless a performer is in costume. These passes must be returned to stage door at the end of the Period of Engagement. Any passes not returned will be recharged to the Company on the Settlement at a cost of £5 each.

**SCHEDULE 4**  
**TECHNICAL SCHEDULE**

**1. Advance Notice of Production Requirements**

- 1.1 The Company's Technical Specification can be found here: [Companies | Technical Information | The Lowry](#)
- 1.2 The Producer agrees to provide the Company with the following details of the Production as soon as practicable after signature of this Agreement and not less than 3 weeks before the Period of Engagement:
- a) stage and lighting plans including colour call and placement of sound equipment and approximate weights of scenery and lighting to be flown.
  - b) the number of trucks which will be used to transport the scenery and lighting for the Production to the Theatre.
  - c) any properties, scenery or effects which may require special permissions from fire, police, health and safety, environmental, licensing or local authorities in Salford. Contacts with these authorities will normally be made by the Company on behalf of the Producer (it being agreed that it is the responsibility of the Producer to ensure that the Local Authority have been informed of any children taking part in any production and that the necessary licences and chaperones have been obtained. <http://www.salford.gov.uk/childrenentertainment>)
  - d) any touring electrical equipment (e.g. desk, dimmers etc) requiring connection to Theatre's power supply
  - e) any items of technical equipment or special effects which will need to be hired by the Company for the Production. The costs for such hired items will be deducted from the Settlement.
  - f) any special constructions or adaptations to the fabric or layout of the Theatre, including movement of the orchestra pit lifts, required for the Production. The costs of such work, including materials and labour, will be deducted from the Settlement.
  - g) any piano requirements. The costs of tuning the Company's piano and/or of hiring and tuning any other piano required for the Production will be deducted from the Settlement.
  - h) technical staff requirements including the anticipated times of calls for Get-in, Fit-up, Rehearsals, Performances, Resets, Change over, Overnight Work and Get-out. Please confirm whether you have any special access requirements that we can support during your visit.

**2. Technical Staff Provided by The Theatre**

- 2.1 The Company will provide and pay for mutually agreed number of staff as set out in the Specific Terms for a maximum of 8 hours in any one day for get-in and fit-up or during Performance days. On Performance days the Company crew will normally be called 1.5 hours before the show call. Sunday or Bank Holiday get-ins, fit-ups and Performances can only take place by agreement of the Company and the sum payable to the Producer shall be adjusted to reflect any additional cost borne by the Company.
- 2.2 The sum payable to the Producer shall be adjusted to reflect the cost of any additional hours or technical staff, wardrobe staff and dressers, ~~security staff~~, follow-spot operators, translators or other staff who are required for the Production and provided and paid for by the Company. Hourly

rates for technical staff (including employers' National Insurance) are set out in these Standard Terms.

- 2.3 The Company's safe working rules stipulate a minimum number of the Company's staff for any get-in, fit up or get out in the various spaces at the Premises. In exceptional circumstances this may be reduced by prior agreement. All staffing levels are at the absolute discretion of The Lowry.

**3. Payment of Get-Out**

The Company will pay for the Get-Out in accordance with any agreement between UK Theatre and BECTU in force at the time of the production, and the sum payable to the Producer shall be deducted from the Producer Entitlement in calculating the Settlement.

**4. Laundry**

The Company will supply a laundry with washing machines and dryer for use by the Producer and the cost of any consumables used will be deducted from the Settlement.

**SCHEDULE 5**  
**HOURLY RATES FOR TECHNICAL STAFF AND MINIMUM STAFFING LEVELS**

Effective 1<sup>st</sup> April 2024 (subject to review at each tax year)

	<b>When hours are additional to those specified under S3.2</b>	<b>Sunday/ Public Holiday/Hours before 9am &amp; after 11pm; Missed breaks &amp; TV rates</b>
Technical Manager	£36.35	£48.65
Technician	£31.30	£41.33
Followspot Operator	£19.98	£33.33
Dresser	£19.98	£33.33
Wardrobe Assistant	£19.98	£33.33
Duty Security fire watch officer	£25.40	£33.33
Rigger (Up to 10hrs)	£265	£265
Rigger (Up to 10hrs Production & TV)	£325	£325
Get Out	£109.11 (First two hours)	£54.55 (per hour after)

1. A member of the Company's technical staff must be called for rehearsal/stage access after fit-up & outside of show reset & operation this must be confirmed with a minimum of 24 hours' notice & the additional hours will be recharged to the Producer at cost price, plus a reasonable administration charge.
2. Shows containing large amounts of pyro's and smoke require specific fire system isolation and require an additional duty security office to be on site, the cost of this is recharged to the Producer at cost price, plus a reasonable administration charge. **Any productions that bring in their own catering and use the venue to prep & cook food a duty fire office is required.**
3. The above figures include for an element of holiday pay.
4. The above figures include employers' National Insurance at the prevailing rates.
5. The above rates are subject to change in line with annual pay increments normally in April of each year.

**Minimum staffing levels: Staffing levels must be appropriate for the planned work**

**Lyric Theatre:**

For Get-In, fit-up & Get-Out with use of the flying system or rigging points **6 Staff**.

For show operation 1 x duty stage & 1 x duty electricians plus operators

(Duty Stage technician can work as a member of stage crew & duty electrician can work as stage electricians or board operator)

**Quays Theatre:**

For Get-In, fit-up & Get-Out with use of the flying system or rigging points **4 Staff**.

For show operation 1 x duty technician plus operators

(Duty Stage technician can work as a member of stage crew)

**Studio Theatre:**

For Get-In, fit-up & Get-Out including the use of ladders or scaffolding **2 Staff**.

(If the touring show provides a competent technician this may be reduced to 1 member of Lowry staff)

For show operation 1 x duty technician plus operators

(Duty technician can operate sound & LX)

## SCHEDULE 6

### THE LOWRY'S DIVERSITY AND NON-HARASSMENT POLICIES

The Lowry's Diversity Policy is in place to encourage freedom from discrimination or harassment on grounds of colour, disability, age, ethnic origin, gender, marital status, nationality, race, religion or sexual orientation. We must ensure that we do not discriminate against people and that we make the best of all talents, abilities, background, knowledge and understanding.

The Lowry deliberately encourages employees, volunteers and contractors to welcome diversity, respecting each person's individuality and valuing their creativity.

Everyone has a responsibility towards encouraging diversity within The Lowry and is expected to also welcome diversity and respect everyone's individuality and creativity.

The Lowry will view any allegation of harassment seriously and will ensure that the work environment is free from such intimidation. Harassment is conduct which is unacceptable and creates an intimidating, humiliating or offensive working environment.

Examples of harassment include

- Bullying
- Verbal abuse
- Offensive jokes or pranks
- Lewd or suggestive comments
- Repeated requests for dates or sexual favours
- Unnecessary body contact
- Deliberate exclusion from conversations or work activities
- Abusive literature or graffiti, including electronic data
- Sexual harassment is defined as any unwanted behaviour, whether physical or verbal, based on sex, which is offensive to the recipient.
- Racial harassment is defined as any racial abuse or provocation deemed offensive by the recipient.

An individual found to have harassed another might be personally liable to compensate the victim. Harassment can in some circumstances lead to imprisonment or a fine and is covered not just by employment law, but civil and criminal law as well.

Any complaint of harassment will be handled sensitively, in a timely and confidential manner with a view to ensuring as far as practicable, minimal stress to those involved.