



Cumbernauld Theatre

Cumbernauld Academy Campus, South Ring Road, Kildrum, Cumbernauld, G67 2UF. Tel: **01698 274545** (Booking Line)

Any person wishing to hire facilities on behalf of an organisation or for their own private use should complete this form and return it with signature to: Advance Booking Office, Motherwell Concert Hall, Civic Centre, Motherwell, ML1 1AB

Booking	
Name of Organisation/ Company:	
Name of person responsible for Hire:	
Address:	
E-mail Address:	
Contact (daytime) Tel:	
Contact (evening) Tel:	
Fax:	
Account to be issued to (if different from above) Please submit a copy of your purchase order when booking on behalf of a NHS organisation	
Name:	
Contact Tel No:	
Address:	

FOR OFFICE USE ONLY	
Date of receipt	
Time	
Date entered on system:	
Booking reference no:	
Customer reference:	
Officer reference:	
Confirmation prepared by:	
Confirmation checked by:	
Conf./estimate posted:	
Filed and scanned:	
Period end updated:	
Ash checked:	
Non Commercial	Commercial
Box office to sell tickets:	Yes No
Set up for payment:	BACS CHEQUE
Notes:	

Information about your booking				
Date(s): If you require further dates please attach separately	___ / ___ / _____ Performance Rehearsal/Set up 9am-5pm 5pm-11pm 9am-11pm Additional hours: Start: End:	___ / ___ / _____ Performance Rehearsal/Set up 9am-5pm 5pm-11pm 9am-11pm Additional hours: Start: End:	___ / ___ / _____ Performance Rehearsal/Set up 9am-5pm 5pm-11pm 9am-11pm Additional hours: Start: End:	___ / ___ / _____ Performance Rehearsal/Set up 9am-5pm 5pm-11pm 9am-11pm Additional hours: Start: End:
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Accommodation required: Main Theatre Studio Theatre Dance Studio				

Information about your event	
Event description: (Activity/Event/Performance)	
Event start time:	
Organiser arrival time:	Interval times: (If applicable)
Doors open to the public:	Interval duration:
Numbers Participating (numbers in group/cast)	Finish Time:
Estimated Audience Number:	

AREA CAPACITIES
Main Auditorium Concert Style 305, **Studio Theatre** Concert Style 125, **Dance Studio**
 Maximum Occupancy 52, **Dressing Rooms** Capacity 8 persons x 4 rooms



Child Protection Information		
Are you an individual or organisation working with children under 18 years of age?	Yes	No
Will under 18s be taking part in this event?	Yes	No
Is your group or organisation registered with NLC's Child Protection database?	Yes	No
If Yes, please give your registration number	If No, please refer to "Conditions of Let", point 20	
To request a copy of the child protection policy, in relation to lets, please tick box		

Bars and Catering		
Only the approved team can provide catering (NLC) and bar services (CTT) in our buildings, please give an indication of your requirements for your event below.		
Do you require catering for your event?	Yes	No
Do you require a licenced bar or refreshments counter at your event?	Yes	No
If you answer, 'yes' please contact our catering team		

Technical Support		
Only Cumbernauld Theatre staff can operate our technical equipment (staging, lighting and sound), a stage manager, at the hirers expense, is required for the duration of an activity on stages.		
Do you want to use the stage for your event?	Yes	No
Do you require the use of any sound equipment? (for example, microphones or PA systems)	Yes	No
Do you require the use of lighting equipment (for example, moving lighting)?	Yes	No

Performing Rights Society Ltd and Phonographic Performance Ltd.						
A licence from PRS for Music is required at bookings where music will be played. Hirers must declare full details of all performances of either live or recorded music. The only events which are an exception to this are private family events. (i.e. weddings, birthday parties, anniversaries, etc.) Input details which best describe type of event. The cost of the Performing Rights Society licence for the booking will be recharged to the hirer at the relevant rate.						
Will your event use the following types of music?	Live Music	Yes	No	Recorded Music	Yes	No

I hereby undertake that the conditions of let which I have read, will be observed and that I can accept responsibility for meeting the appropriate charges in accordance with the scale of charges determined by North Lanarkshire Council and as applicable on date of hire, I understood the cancellation of a booking or change of date will result in a cancellation fee as per the conditions of let attached (Please refer to "Conditions of Let", point 4). We normally ask for a deposit to be paid at the time of booking.

I confirm that I am aware that my event will incur additional charges for stewarding Signed

I confirm that I am aware that my event will incur additional charges for PRS licencing Signed

I confirm that I am aware that my event will incur additional charges for technical support Signed

I confirm that I have read the 'conditions of let' on pages 3 and 4 Signed

I confirm that I have read the attached North Lanarkshire Council privacy notice relating to Data Protection 2018
Signed

Print Name Date

Signed Date
(Person named overleaf who is booking accommodation and is responsible for payment)

Please note that an original, signed copy of this document should be posted to Advance Booking Office, Motherwell Concert Hall and Theatre, Civic Centre, Motherwell, ML1 1AB as your signature is required before a confirmation can be issued.

If you would like to receive information on events and shows at NLC venues please tick box.

Cumbernauld Theatre - Conditions of Let

1 Applications for Let

1.1 Submitting Applications for Let

All applications for let of the venue and its facilities must be made on an official application form and sent to: Advance Booking Office, Motherwell Concert Hall and Theatre, Civic Centre, Motherwell, ML1 1AB

1.2 Obtaining Application for Let Form

Applications for let made in any way other than on the official application form will not be accepted. Application forms can be obtained by post from Advance Booking Office, Motherwell Concert Hall and Theatre, Civic Centre, Motherwell, ML1 1AB or direct from the individual venue or via email.

1.3 Acceptance of Applications for Let

The receipt of an application form for let of a venue does not constitute an acceptance of the application form by NLC. The premises shall not be deemed to be let until the applicant has received confirmation in writing from NLC.

1.4 Proof of Identity/Age

All applicants must be over the age of 18 years and proof of age and identity may be required. The named individual on the application for let shall be deemed responsible for the conduct of anyone attending or involved in the event.

1.5 Let Times

All bookings made in respect of venues are subject to the times stated on the application form. Hirers must ensure that the venue is vacated at the appropriate time. Entry to the venue will be from the time specified on the application form.

Additional hours will be charged after the event if necessary.

1.6 Purpose of Let and Sub-Letting

All parties using accommodation shall state the purpose for which they are engaged on the application form and shall not sub-let or alter the purpose without the consent of the Active and Creative Communities Manager. If the facilities or any part thereof are used for purposes different from which they are engaged the Active and Creative Communities Manager reserves the right to terminate the booking at any time without N.L.C. being liable to the hirer for damages or costs incurred by the hirer.

1.7 Accommodation Hired

All applications must state the specific areas of accommodation required for the let. No other areas of the venue will be available as part of the let.

1.8 First Aid

Unless agreed in writing, it is the responsibility of the hirer to conduct a risk assessment on the need to appoint a qualified First Aider. If it is deemed necessary then it is the responsibility of the hirer to appoint a qualified First Aider who should be in attendance at each let.

1.9 Approval

The Active and Creative Communities Manager reserves the right to grant or refuse any application for let in whole or in part without giving any reason for same.

1.10 Selling of goods and services

There will be no selling of goods or services in car parking areas adjacent to venues unless otherwise agreed by the Active and Creative Communities Manager

2 Advance Booking

2.1 Booking Timescales

(i) General

Where the premises have been made available for public hire bookings for venues can be made up to one year in advance of date of booking. No application forms for the hire of facilities will be accepted more than one year in advance.

2.2 Provisional Bookings

No provisional bookings will be accepted.

2.3 Continual/Repetitive Lets

Advance applications for lets of a continual/repetitive nature are accepted, solely on the condition that should the premises be required for other individual events, the venue would be made available accordingly. At least seven days notice shall be given to the hirer in all cases.

2.4 Public Announcement of Functions/Events

Hirers must not make any public announcement of any function or event until they have received written confirmation of let from NLC. Failure to observe this may affect the status of the booking.

3 Payment

3.1 Advance Payment

The NLC Active and Creative Communities Manager reserves the right to request payment in advance for individual lets. Failure to do so by the due date will result in premises not being made available as requested.

3.2 Final Payment

The final sum payable will relate to the charges in operation at the time of the let and any other associated charges.

3.3 North Lanarkshire Council Debtors

Failure to pay any accounts within the time required will result in no further availability of any premises until the account is paid.

3.4 The NLC Active and Creative Communities Manager reserves the right to bill additional charges as a result of any damage outlined in Section 7.1 and Section 11.9 after the event.

4 Cancellation

4.1 Cancellation by N.L.C.

The NLC Active and Creative Communities Manager reserves the right to cancel a let without being liable for compensation in the event of facilities being required for the purpose deemed necessary by NLC.

4.2 Cancellation by Hirers

Notification of the hirer's intention to cancel a let must be made in writing and sent to: Advance Booking Office, Motherwell Concert Hall and Theatre, Civic Centre, Motherwell, ML1 1AB. Hires can only be confirmed as cancelled when confirmation of receipt is returned by N.L.C.

4.3 Postponing of Lets

A request by the hirer to postpone a let shall be treated as a cancellation, unless a replacement date is agreed and the rescheduled event takes place within six months of the original let

4.4 Cancellation Charges

General

In the event of cancellation by the hirer the following cancellation charges are payable by the hirer for performance spaces

- (i) Over 6 months in advance
25% of hire charge plus full costs of any other services provided
- (ii) 1-6 months in advance
50% of hire charge plus full costs of any other services provided
- (iii) Less than 1 month in advance
100% of hire charges, plus full costs of any other services provided

Meeting Room

In the event of cancellation by the hirer the following cancellation charges are payable by the hirer for the meeting rooms

- (i) Over 3 months in advance
No charge

- (ii) 1-3 months in advance
50% of hire charge
- (iii) Less than 1 month in advance
100% of hire charges

5 Performance Copyright

5.1 Where the facilities are let in connection with the performance of a work which requires copyright consent, a copy of the licence or authority to perform, must be submitted to the NLC Active and Creative Communities Manager for inspection no later than one month prior to the production. Failure to comply with the above will result in the let being cancelled with all costs involved in cancellation being levied against the hirer.

5.2 Performing Rights Society/Phonographic Performance Ltd

- (i) The hirer must comply with all Performing Rights Society and Phonographic Performance Ltd regulations and supply any relevant information pertaining to this as requested by the NLC Active and Creative Communities Manager.

5.3 Public Entertainment Licences

The hirer will comply with the licensing requirements in every respect in relation to the let.

6 Flyposting

No flyposting must be undertaken in connection with any event for which the venue has been hired. Any such action may result in the let being cancelled.

7 Loss, Injury or Damage

7.1 Hirers' Responsibility

The hirer is responsible for any loss or damage to the building, fixtures, fittings, contents and décor during the let. ('Glitter Spray' is not permitted in any venue and the hirer will be responsible for damage caused by this and other items such as chewing gum / spilled Fake Tan.) NLC reserves the right to make additional charges as a result of any damage caused during the let.

7.2 Loss or Theft of Articles

The hirer is advised that North Lanarkshire Council can accept no responsibility in respect of loss or theft of articles from the premises or car parking area during the let.

7.3 Unsuitable Use of Premises

NLC accepts no responsibility for any loss or damage, including personal injury and death, resulting from the premises proving to be unsuitable for the hirer's intended use.

8 Insurance

8.1 Insurance Cover

The hirer is advised to take out appropriate insurance to cover loss, theft or damage of property belonging to themselves, NLC or members of the public and to cover death or injury of persons in the building during the period of hire.

8.2 Public Liability Insurance

When an event is open to the public, the hirer is required to take out public liability insurance and the premises are let on the understanding that this insurance is in place and proof of cover will be required.

8.3 The hirer must indemnify NLC against any loss or damage as described within these conditions.

9 Capacities and Set-up

9.1 Capacities

The hirer must strictly adhere to the venues' capacities. Failure to adhere to given capacities may result in the termination of the let at any time without NLC. being liable to the hirer for damages.

Cumbernauld Theatre - Conditions of Let (cont.)

9.2 Set-up and Information

NLC. shall be notified by the hirer by the deadlines set in the 'Client Information and Event Form' in order that arrangements can be made for seating, layout and other set-up.

10 Health and Safety

10.1 Circuit Breakers

The Hirer is responsible for the provision of suitable automatic cut-out circuit breakers for any occasions where the use of electrical personal or externally hired portable equipment is in use.

10.2 Aisles, Doorways and Stairways

The Hirer is responsible for ensuring that all aisles, doorways, stairways, exits, emergency exits and entrances are kept unobstructed at all times.

10.3 Emergency Evacuation Procedures/Fire Regulations

Hirers must make themselves aware of the procedures in force at the venue as detailed on notices on notices displayed in venues.

10.4 Evacuation

Hirers are responsible, in the event of an alarm sounding or other emergency situation, to assist in clearing the building of all public and personnel.

10.5 Use of Explosives/Flammable Liquids/Gases

No explosives, highly flammable spirits of liquid gas containers shall be brought into the venue and the use of naked lights in any part of the building is strictly prohibited.

10.6 Use of Strobe Lighting/Pyrotechnics

The hirer must advise the NLC Active and Creative Communities Manager of an intention to use either strobe lighting or pyrotechnics in advance of the commencement of the let.

10.7 Use of Portable Electrical Appliances

If a hirer is operating any portable electrical appliance not provided by N.L.C. this equipment must have a valid portable appliance test label or certificate. If the valid label or certificate is not available then this equipment will not be able to be used within NLC venues.

10.8 Chemicals

All chemicals or substances used by users must be approved by NLC. In accordance with the COSHH regulations NLC. would then seek a product data sheet and thereafter carry out assessment of the product's suitability in relation to Health and Safety. No chemicals will be allowed in any venue without prior approval.

10.9 Accident Reporting

In the event of an accident within the venue during the let, the hirer must report the incident immediately to the Duty Manager/Caretaker or Stage Manager and an accident report form must be completed.

10.10 Use of Rigging Equipment

If the hirer is using rigging equipment not provided by NLC., the equipment must be LOLER (The Lifting Operations and Lifting Equipment Regulations 1998) certified. If the valid label is not available then any such equipment will not be able to be used within NLC venues

11 Property/Equipment

11.1 Additional Scenery/Fittings

All additional fittings, decorations, scenery or display material of any kind provided by the hirer shall be subject to the approval of the NLC Active and Creative Communities Manager before being fitted up and must be removed if required on the orders of the NLC Active and Creative Communities Manager. Failure to remove items as required will result in the NLC Active and Creative Communities Manager making arrangements to remove the same at the hirer's expense.

11.2 Fireproofing

All scenery, curtains and properties brought into the premises to be used in connection with the let must be fireproofed and maintained the same while within the venue to the satisfaction of the NLC Active and Creative Communities Manager

11.3 Removal of Hirers Equipment/Property

All property brought into the venue by hirers must be removed at the end of the let. Failure to comply with this condition will at least result in hire charges being extended to cover times involved and/or any costs incurred relating to their removal.

11.4 Stage/Technical Equipment

The use, operation and movement of all stage/technical equipment, where owned by NLC or Cumbernauld Theatre Trust, will normally be undertaken by CTT or NLC duly authorised personnel. Where such equipment is not owned by CTT/NLC, its use, operation and movement will be subject to the supervision of the same personnel. At all times, the hirer and their representatives must adhere to the instructions and guidance issued by the venue staff.

11.5 Electrical Fixtures and Fittings

The hirer shall not alter or tamper with electrical fixtures and fittings. No extension from existing electrical fittings shall be made without the consent of the NLC Active and Creative Communities Manager.

11.6 Marking Stage Area

The marking of the stage area is prohibited unless by prior arrangement with the NLC Active and Creative Communities Manager

11.7 Use of Display Boards

The use of Venues Notice/Display boards is permitted only by prior arrangement with the NLC Active and Creative Communities Manager.

11.8 Fixings

No fixings of any kind (bolts, nails, screws, Blue Tac, Velcro etc.), posters, boards, placards, logos, fittings, banners, signs or advertisements or other display materials shall be attached to any part of the interior or exterior of the building without prior consent being sought from the NLC Active and Creative Communities Manager

11.9 Condition of Premises

All hirers must leave the premises in a clean and tidy condition. Failure to comply may result in an additional charge to cover the cost of additional cleaning.

12 Box Office: Tickets

All tickets placed by the hirer for sale by CTT / NLC prior to events must be to a standard approved by NLC Management and will be subject to a commission charge as per NLC's scale of charges. Tickets that are produced by the hirer must have prior approval by the NLC Active and Creative Communities Manager.

13 Merchandise Sales

All merchandise sold by the hirer within venues will be subject to a 10% commission charge as per the NLC's Scale of Charges.

14 Front of House Staffing/Security

NLC and CTT reserves the right to specify the requirement for and, where appropriate, engage stewards, front of house staff, security staff and first aid personnel on behalf of the hirer and at the hirer's expense, in circumstances that he deems appropriate.

15 Smoking

It is illegal to smoke and to allow others to smoke in enclosed public spaces in Scotland. The hirer takes full responsibility for ensuring that their representatives, customers and anyone else connected with the let complies with the Law.

16 Door Times for Performances

The hirer must ensure that doors are opened at the stated/advertised time.

17 The Use of Radio Equipment

The operation of radio equipment such as radio microphones, radio hand/head set, walkie-talkies, etc. is permitted only by prior consent of the NLC Management.

18 Security

The hirer is responsible for ensuring the security of all areas of the venues hired during the let including, where they form part of the let, the stage area and dressing rooms.

19 Bars and Catering Services

19.1 Please discuss your needs with the Venues Team. Bar Licences are held by Cumbernauld Theatre Trust Ltd

20 Child Protection

20.1 The hirer is required to ensure compliance with NLC's child protection policy and any subsequent related regulations.

20.2 Hirers without North Lanarkshire Council child protection register approved hirer registration number will not be able to book any venue.

20.3 Failure to comply with NLC child protection policy will result in the termination of the let at any time, without NLC. being liable.

21 Amendments to Conditions

NLC reserves the right to amend or add to these conditions at any time.

22 General

22.1 For the purposes of these conditions the term "NLC Active and Creative Services Manager" shall include persons authorised by her and the term "hirer" shall also include, their employees their agents, tradesmen, contractors, suppliers, and members of the general public entering the venues at the invitation express or implied of the hirer or of their agents, tradesmen, contractors and suppliers.

22.2 The terms "Venues", "Facilities" and "Premises" shall include all Theatres, Concert Halls, Town Halls and other centres administered by the Performing Arts Venues Section of NLC.

22.3 The NLC Active and Creative Communities Manager or persons authorised by her shall have access to all parts of venues at all times.

22.4 The advice and instructions of the NLC. Management must be strictly adhered to at all times.

22.5 The NLC Active and Creative Communities Manager or persons authorised by her shall have the right to suspend or take action at his discretion on any matter which, in his opinion, does not comply with the terms of these conditions, or which he considers necessary in the interest of safety and good order or to deal with any contingency not covered by these Conditions of Let.

22.6 Additional forms, such as the 'Client Information and Event Form' will form part of these Terms and Conditions once signed by the hirer.

Amended August 2021.

Privacy notice

Motherwell Concert Hall and Theatre, Airdrie Town Hall, Bellshill Cultural Centre and Cumbernauld Theatre,
Active and Creative Communities, North Lanarkshire Council

Who we are:

North Lanarkshire Council is a local authority constituted under the Local Government etc. (Scotland) Act 1994. Its head office is at Civic Centre, Windmillhill Street, Motherwell, ML1 1AB. North Lanarkshire Council is the data controller and responsible for your personal information.

How to contact our Data Protection Officer:

To ask for advice or to make a request about your personal information contact us:

By mail: Records & Archives, North Lanarkshire Heritage Centre, High Road, Motherwell, ML1 3HU

By email: informationrequests@culturenl.co.uk

Why do we need your personal information and what do we do with it?

You are giving us your personal information to allow us to process your hall booking request. We also use your information to verify your identity where required, contact you by post, email or telephone and to maintain our records.

Legal basis for using your information:

Processing your personal information is necessary for the performance of a contract with you (or to take steps to enter into a contract with you). If you do not provide us with the information we have asked for then we will not be able to provide this service to you.

Who do we share your information with?

We are legally obliged to safeguard public funds so we are required to verify and check your details internally for fraud prevention. We may share this information with other public bodies (and also receive information from these other bodies) for fraud checking purposes. We are also legally obliged to share certain data with other public bodies, such as HMRC and will do so where the law requires this. We will also generally comply with requests for specific information from other regulatory and law enforcement bodies where this is necessary and appropriate. Your information is also analysed internally to help us improve our services.

How long do we keep your information for?

We only keep your personal information for the minimum period amount of time necessary. Sometimes this time period is set out in the law, but in most cases it is based on the business need. We maintain a records retention and disposal schedule which sets out how long we hold different types of information for. You can view this on our website <https://culturenl.co.uk/privacy-statement> or you can request a hard copy from the contact address stated above.

Your rights under data protection law:

- access to your information – you have the right to request a copy of the personal information that we hold about you.
- correcting your information – we want to make sure that your personal information is accurate, complete and up to date. Therefore you may ask us to correct any personal information about you that you believe does not meet these standards.
- Deletion of your information – you have the right to ask us to delete personal information about you where:
 - I. you think that we no longer need to hold the information for the purposes for which it was originally obtained
 - II. you have a genuine objection to our use of your personal information – see Objecting to how we may use your information below
 - III. our use of your personal information is contrary to law or our other legal obligations.

Objecting to how we may use your information – You have the right at any time to tell us to stop using your personal information for direct marketing purposes.

Restricting how we may use your information – in some cases, you may ask us to restrict how we use your personal information. This right might apply, for example, where we are checking the accuracy of personal information that we hold about you or we are assessing the objection you have made to our use of your information. This right might also apply if we no longer have a basis for using your personal information but you don't want us to delete the data. Where this right is realistically applied will mean that we may only use the relevant personal information with your consent, for legal claims or where there are other public interest grounds to do so.

Please contact us as stated above if you wish to exercise any of these rights.

Information you have given us about other people:

If you have provided anyone else's details on this form, please make sure that you have told them that you have given their information to North Lanarkshire Council. We will only use this information to contact them in relation to the booking of the facility. If they want any more information on how we will use their information they can visit our web site at <https://culturenl.co.uk/privacy-statement> or email informationrequests@culturenl.co.uk.

Complaints:

We aim to directly resolve all complaints about how we handle personal information. However, you also have the right to lodge a complaint with the Information Commissioner's Office, who can be contacted by post at: Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF. Visit their website for more information at - <https://ico.org.uk/concerns>

More information:

For more details on how we process your personal information visit <https://culturenl.co.uk/privacy-statement> or contact us by telephone (01698 274589).