

Tendring
District Council



PRINCES THEATRE



April 2011

**Town Hall
Station Road
Clacton on Sea
Essex CO15 1SE
Tel: 01255 686650**

***The District's
No. 1
Multi-purpose venue***

www.tendringdc.gov.uk



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APPLICATION FORM FOR THE HIRE OF THE PRINCES THEATRE, CLACTON-ON-SEA

COMPLETE & RETURN THIS FORM TO:- TENDRING DISTRICT COUNCIL Michelle Kyriacou/Sam Franklin, Leisure Services, Town Hall, Station Road, Clacton-on-Sea, Essex CO15 1SE mkyriacou@tendringdc.gov.uk Tel: 01255 686642	FOR OFFICE USE ONLY Invoice No. & Date
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*I/We, the undersigned, having reached the age of eighteen years, apply for the hire of the PRINCES THEATRE at the Town Hall, Station Road, Clacton on Sea, Essex, for the times, dates and purpose as stated below: (Delete as appropriate)

Booking Contact Details:	
Contact Name:	
Name of Service/Company/Organisation:	
Address/Room No/Location:	
Contact Tel:	E-mail:

Hire Details:		
Date:	OR in respect of period hire) From:	To: (inclusive)

PLEASE ANSWER ALL QUESTIONS:

1. State purpose for which hire is required:-	2. Enter times of hire:-
3. Enter times event is due to commence and end	4. Do you require licensed bar facilities? (see item 23 of Conditions of Hire) YES/NO
5. Do you require the Princes Theatre to provide front of house sales? (Ice Cream & Confection Sales) YES/NO	

INSURANCE:

***In accordance with item (33) of the conditions of hire, *I/We attach to this application a copy of My/Our PUBLIC LIABILITY INSURANCE policy.**

*I/We have read and understand the Conditions of Hire, a copy of which has been supplied to *Me/Us
 *I/We have read and understand clauses 1 to 11 as set out on the Guidance notes for hirers
 (*Delete as appropriate)

Signed:

Date:

IMPORTANT NOTES

Please note that when the licensed bar is requested, a limited tea and coffee service will be available. On all other occasions it is the responsibility of the hirer to make their own arrangements for the provision of refreshments.

Please state if you intend to make your own arrangements. YES/NO

Please state clearly on a separate sheet your stage/theatre settings together with any technical requirements.

You are advised to make an appointment to meet with the Theatre & Entertainments team at least two weeks prior to your booking to ensure that your requirements can be met.

Any queries or clarification of any matters please contact:-

General & Technical Enquiries:

Assistant Theatre & Entertainments Manager – Technical, Kai Aberdeen.

Tel: 01255 686652

E mail: kaberdeen@tendringdc.gov.uk

General & Press, Marketing Enquiries:

Assistant Theatre & Entertainments Manager –Marketing, Melissa Diplock

Tel: 01255 686653

E mail: mdiplock@tendringdc.gov.uk

SCHEDULE OF CHARGES WITH EFFECT FROM 1 APRIL 2011

1. Charges apply to all hours that the premises (or part thereof) are occupied and in this respect Hirers must ensure that sufficient time is reserved for any setting up and clearing of the premises. Any additional time not previously reserved will be charged accordingly after the event.
2. The hire charges include heat, light and cleaning and the use of basic furniture, fittings, box office and attendance of any Council employed personnel as considered necessary and appropriate by the Management for a particular occasion or event. Whilst such personnel will at all times endeavour to be helpful, their attendance is purely in a supervisory capacity to ensure the fulfilment of Licensing and Safety Regulations and to safeguard the Council's interests in general. The Hirer is required to provide at his own expense, adequate, competent personnel as may be stipulated by the management for the due and proper control/regulation of the event taking place and for any technical staff such as stage hands, lighting operators, etc. The hire charge does not include any additional specialist technical equipment, other than basic stage lighting and access to our standard in-house PA system. Additional technical equipment including microphones, pyrotechnics, additional sound equipment etc can be supplied at an additional cost. The Management can also provide additional technical and/or general theatre staff, the cost of which will be charged to the Hirer.

PRINCES THEATRE (Including use of Dressing Rooms)

Daily rate per consecutive hour

£

(Minimum hire three hours) or part thereof

Monday to Friday between 9am and Midnight

- Standard charge per hour 86.70

- Charge to Commercial or Trade interest 176.46

Saturday and Sunday between 9am and Midnight or

Any day designated as a Public Holiday in England

- Standard charge per hour 96.90

- Charge to Commercial or Trade interest 197.88

Any hour after Midnight

- Standard charge per hour 119.34

- Charge to Commercial or Trade interest 239.70

Period rate (more than one consecutive day)

Weekday any 8 hour period between 9am to midnight.

- Standard charge 520.20

- Charge to Commercial or Trade interest 889.44

Saturday and Sunday or any day designated as a Public Holiday in England any 8 hour period between 9 am to midnight :

- Standard charge 622.20

- Charge to Commercial or Trade interest 1,275.00

Any hour after Midnight

- Standard charge 119.34

- Charge to Commercial or Trade interest 244.80

GUIDANCE NOTES FOR HIRERS

It is our aim to ensure that events held in the Theatre are operated as smoothly and professionally as possible. This can only be achieved if you supply as much information concerning your requirements well in advance of your event. In addition, please make sure you read carefully the conditions of hire and that you are fully aware of the facilities, etc you will receive for the stated hourly or period hire charge.

The following guidance notes are intended to assist in this respect:

1. When calculating the hours required, please ensure you have allowed sufficient time for setting up, rehearsals and 'Get-outs', etc. Where appropriate, advise bands, caterers, etc of the times the venue is available.
2. Please advise us of your theatre setting requirements and equipment needs at least two weeks prior to the event.
3. Please ensure that you have sufficient staff to act as ticket takers, usherettes, etc and most importantly that, if required, competent personnel are available to act as stage crew, lighting and sound operators, etc. The appropriate technical and front of house staff can be supplied by the Council at additional cost.
4. Please ensure that you have arranged for the appropriate Public Liability Insurance as stated under item 33 of the Conditions of Hire.
5. Please ensure you fully understand the provisions of Item 23 of the Conditions of hire concerning licensed bar and front of house sales.
6. Please advise of any special requirements you may have for disabled persons and, in particular, those who are wheelchair bound. In this respect, hirers should be aware that when the seating is set theatre style, wheelchairs can only be accommodated by the removal of existing seating. Wheelchairs are not permitted to remain in any gangway, walkway or designated exit area.
7. SMOKING is NOT permitted in any part of the Theatre.
8. Please ensure that, where applicable, you have arranged for an advance ticket outlet. This service can be provided by staff at the Council's Tourist Information Centre, Town Hall, Station Road, Clacton at an additional cost.
9. Posters advertising events will be accepted for display at the venue and on Council seafront and town centre sites although no guarantee can be given as to how many posters can be displayed and for how long.
10. Please read carefully items 16 and 17 concerning the requirements of Phonographic Performances Limited and the Performing Rights Society, together with the information sheets attached to the Hire Conditions.
11. Please read carefully items 35 and 36 concerning the Electricity at Work regulations and the Health and Safety at Work Act and item 37 – Performances by Children or Young People.

TENDRING DISTRICT COUNCIL
CONDITIONS OF HIRE - PRINCES THEATRE/ESSEX HALL
TOWN HALL, STATION ROAD, CLACTON-ON-SEA

1. In these conditions of hire, "Theatre" means The Princes Theatre, "Hall" means the Essex Hall and the adjoining kitchen (excluding the bar serving area) and "premises" means the Theatre and the Hall including use of the ladies and gentlemen's cloakrooms. Where only the Hall is hired, "Premises" means the hall and use of the said cloakrooms. "Proper Officer" means the Head of the Council's Leisure Services or other duly authorised officer of the Council. All applications to hire the whole or part of the premises must be made on the application form issued by the Council, available from the offices of the Council's Leisure Services Department, Town Hall, Station Road, Clacton on Sea, Essex, CO15 1SE. When completed, the form must be delivered to the Proper Officer at the address stated and, unless otherwise agreed, must be accompanied by a deposit of fifty per cent of the Council's charges in accordance with the scale of charges (referred to as 'the charges') as set out in the attached schedule. The balance of the charges must be paid at least **SEVEN** days before the date of hire. No reservations can be made until the above deposit has been paid and admission to the premises will not be permitted until all charges have been paid.
2. Charges apply to **ALL** hours (or part thereof) that the premises are occupied (whether in whole or in part) and the Hirer must therefore ensure that sufficient time is reserved for any setting up and clearing of the premises. Any additional time not previously reserved will be charged accordingly after the event.
3. The Council reserves the right to refuse any application for the hire of the premises and to refuse permission to any firm or person proposed to be employed or engaged by the Hirer. The Hirer has no right to sublet any part of the premises.
4. The Hirer must conform with all statutory requirements affecting the purpose(s) for which the premises are being hired and agrees to be responsible for, and to indemnify the Council against, any actions or claims arising there from.
5. The premises hired shall be in the care and custody of the Hirer who must provide enough attendants to ensure adequate control of the event. These attendants must carry out any instructions given by the Council's House Manager to ensure compliance with the Licensing Regulations and, in cases of emergency, to assist with the safe exit of the public from the premises.
6. The Hirer must provide, at his own expense, all labour and assistance required in connection with the hire and must vacate the premises on the expiration of the time for which the premises has been hired and leave in a clean and orderly state. The Council will accept no responsibility for any loss or damage sustained in respect of articles brought into or upon the premises by or on behalf of the Hirer, or by any other person using the premises during the hire period.
7. The Hirer will be held responsible for any loss or damage caused to any part of the Theatre, the Hall, the kitchen, the walls, the corridors, the cloakrooms, any

furniture, equipment or interior structure of the Town Hall during the period for which the premises are hired.

8. The Hirer shall indemnify the Council against any claim or claims and/or expenses of whatever nature incurred by the Council in respect of any loss or damage sustained by any person visiting the premises.
9. Subject to agreement with the Council's House Manager and at the Hirer's risk, certain items of equipment may be left for collection by not later than 11.00am on the day following the date or dates of hire. If they are not removed by this time the equipment will be treated as abandoned by the Hirer.
10. No external or internal decorations, flags, emblems or notices are permitted and no streamers, confetti or like material is permitted to be brought in or used in connection with any function in the premises without first obtaining the written consent of the Proper Officer. Any fittings permitted must be fitted and removed under the direction and to the satisfaction of the Proper Officer.
11. Any alterations or additions to the present lighting arrangements or electrical installations are not permitted without the consent of the Proper Officer and in the event of necessary sanction to any alteration or addition being obtained, they must be carried out to the satisfaction of the Proper Officer and in accordance with the provisions of the Licensing Act 2003 and all relevant fire precautions legislation.
12. All arrangements relating to the placing of seats, temporary structures, P.A. wings, sound and lighting control desks, etc, must be carried out to the satisfaction of the Proper Officer. The Hirer shall be responsible for maintaining proper gangways and for observing the regulations laid down by the Licensing Authorities as to seating accommodation. The exits and emergency doors must be kept free and in perfect working order at all times during the period of hire. PLEASE NOTE THAT WHEN THE TIERED RETRACTABLE SEATING IS IN THE CLOSED POSITION, ACCESS TO THE BALCONY AREA BY MEMBERS OF THE PUBLIC WILL INCUR ADDITIONAL STAFF COST DUE TO HEALTH AND SAFETY.
13. No petrol, petroleum or similar spirit, gas bottles or gas filled balloons shall be brought into any part of the premises. The Hirer must take necessary steps to prevent any act or thing being done which could in any way cause the risk of fire or explosion.
14. The Council reserve to the Proper Officer or other duly authorised officer, the right to enter any part of the premises, etc., at all times and requires that the ticket takers or officials employed by the Hirer shall be instructed accordingly.
15. The Theatre will be let for dancing only on the following conditions:
 - 15.1 No person shall be admitted unless wearing suitable shoes and the Hirer will be held responsible for seeing that this condition is strictly enforced and will be held responsible for any damage which may be caused to the floor of the Theatre by reason of this condition being broken.

15.2 The Hirer shall pay, in addition to the normal hire fee, such sum as may be decided by the Proper Officer to cover the cost of stewards and attendants as may be deemed necessary for the maintenance of good order within the premises.

15.3 The Hirer shall employ, at his own expense, such door-keepers as may be necessary for the taking of tickets and the control of those persons entering the premises to attend the function.

16. On occasions when recorded music is being used, a **PHONOGRAPHIC PERFORMANCE LICENCE (referred to below as "PPL")** must first be obtained from **PHONOGRAPHIC PERFORMANCE LIMITED, GANTON HOUSE, 14-22 GANTON STREET, LONDON, W1V 1LB**. This licence, or written proof of exemption, must be presented to the Proper Officer at least **SEVEN** days before the hire date. The licence or proof of exemption must also be available during the hire period for inspection by the Council's House Manager.

PLEASE NOTE: PPL controls the copyright of the public performance and broadcast of sound recordings on behalf of the record producers. It is illegal to make tapes, CD's or any reproduction of original recordings or compilation tapes of copyright recordings.

17. The Council will be responsible for the payment of the fees imposed by the Performing Right Society, with respect to performances given at the Theatre and the Hall, but the Council will not be responsible for the payment of any other Author's or Composer's fees under any circumstances whatsoever. The Hirer agrees that, in the event of any persons taking part in any entertainment, performing any copyright piece of music or singing any copyright song, the Hirer will fully indemnify the Council and its Officers from all liability in respect of the infringement of the copyright and will repay the amount of any damages or costs which they may incur or be held liable to pay together with all reasonable legal and other expenses.

In addition, and as a result of a Performing Right Tribunal held on 5 April 1988, Hirers will be required to supply the Council's House Manager with **FULL DETAILS OF ALL INCOME** (Net of VAT) derived from admission/ticket sales, together with the total attendance figure for performances of musical entertainment, including concerts of light and popular music, folk, jazz, pop, rock, etc and for variety shows, pantomimes, music halls, etc at which copyright music is played. **SUCH INFORMATION IS NOW REQUIRED BY LAW BUT WILL ONLY BE USED BY THE COUNCIL WHEN SUBMITTING ITS ANNUAL RETURNS TO THE PERFORMING RIGHT SOCIETY.**

Without the prior written approval of the Council and, if necessary, artistes and/or their management, the use of cameras, video cameras or any type of recording equipment is strictly prohibited. Furthermore, any form of video recording of any performance of copyright music and the sales of video cassettes, DVDs etc. for commercial purposes of the said performance, is also prohibited unless a licence is first obtained from the Mechanical Copyright

Protection Society, Elgar House, 41 Streatham High Road, London SE16 1ER. Such licence or proof of exemption must be produced to the Council before each performance.

18. The Hirer must conform to the provisions of the Theatre's Act 1968; in the event of the Theatre being hired for the purpose of producing and presenting a new play, the Hirer will be required to first submit a copy of the script for approval by the Proper Officer.
19. The Hirer shall not use the Premises or any part thereof for the performance, in public, of any dramatic or musical work or the delivery in public of any lecture in which copyright subsists without the consent of the owner of the said copyright or which in any matter infringes any subsisting copyright.
20. The Hirer fully accepts all responsibility and liabilities for VAT and for the submission of all necessary VAT returns to H M Revenue and Customs.
21. All woodwork, scenery, wings, draperies, floral decoration, curtains or any other properties whatsoever provided by the Hirer and used in connection with any hire of the premises, must be rendered and maintained non-flammable, failing which the use thereof will not be permitted.
22. Notice boards, programme boards, etc shall not be placed or allowed in entrances or exits. Leaflets, etc may not be distributed at the entrances to or in the premises or any part thereof.
23. **LICENSED BAR AND FRONT OF HOUSE SALES**

The above facilities on **ALL** occasions will be provided by the Council.

Licensed Bar

23.1 The Council will provide full licensed bar facilities required by the Hirer which at all times will be under the control of the Proper Officer or his/her nominated representative.

23.2 The Council hold, at the premises, a Premises Licence which permits the sale of alcohol during the following times:

Monday – Thursday & Sunday	10.00am – Midnight
Friday & Saturday	10.00am – 1.00am

Irrespective of the above times, on occasions such as dinner dances etc. the Council will require the bar to close at least 30 minutes prior to the end of the function. Any extension required to the permitted hours for the sale of alcohol will only be given in very special circumstances when it will be necessary to make an application for a Temporary Event License. The Council will make this application on behalf of the hirer who will be charged the appropriate fee. A letter from the hirer requesting the Council to make application for a Temporary Event License must be at least twenty eight days prior to the event, in writing to the Proper Officer.

- 23.3 All income from bar sales will be retained by the Council or its Agent.
- 23.4 The Hirer's attention is drawn to the fact that when a licensed bar is requested, no privately purchased liquor may be brought into or consumed on the premises. Similarly, if light refreshments have been requested, visitors must not bring in their own food.
- 23.5 At all events the Council reserve the right to provide a front of house sales service (ice cream/confectionery sales). All income derived from the provision of this service will be retained by the Council.
- 23.6 Under no circumstances is the hirer permitted to operate any of these services unless prior approval is given in writing by the Proper Officer.
24. The Hirer must comply with all conditions of the Premises License which specifies inter alia as follows:
- "No person shall give at the licensed premises (otherwise than as provided by Section 5 of the Hypnotism Act 1952) an exhibition, demonstration or performance of hypnotism, mesmerism or similar act or process which produces or is intended to produce in any other person, any form of induced sleep or trance in which the susceptibility of the mind of that person to suggestion or direction is increased or intended to be increased."
25. The Council will be responsible for the securing of the premises at night but will not be responsible for any property of the Hirer or other person or persons remaining therein which may be damaged, destroyed or lost through fire, accident, theft or from any other cause.
26. Any complaint in connection with any hire shall be made immediately in writing to the Proper Officer of the Council with full details of the complaint.
27. The Hirer shall not use the premises or any parts thereof for any purpose other than that mentioned in the application for hire. If this condition is violated, the Council may stop the performance or use of the premises and cancel the hire without in any way foregoing its right to enforce full payment of the hire charges and all other monies payable. In any such case the Council shall be held free from all legal losses and claims made on the part of the Hirer.
28. The Council has the right, by written notice to the Hirer given at any time, to cancel the hiring in any one or more of the following circumstances:
- 28.1 if all or any of the hire charges are not paid to the Council by the due date;
- 28.2 if the premises or any part are not available for all or any part of the hire period due to circumstances beyond the reasonable control of the Council;

- 28.3 if the premises during the whole or any part of the hire period do not or would not comply with any regulations, requirements or conditions of law or statute whether imposed by a local authority or otherwise (and whether or not due to the act, neglect, default or breach of duty of the Council), a statement of such non-compliance under the hand of an officer of the Council to be final and binding;
- 28.4 if the chief officer or deputy chief officer of the Council in his absolute discretion considers that there is an overriding need for the premises or any part thereof to be used by any person or persons for any purpose connected with a local, parliamentary or European election, emergency planning, fire, flood, disaster or any other such matter or event, a statement of such overriding need under the hand of any such officer to be final and binding.

The hiring is cancelled immediately the Council's notice of cancellation is given. Without detracting from the Council's above right to cancel the hiring, the Council also has the right and without liability on the Council or its officers for any resulting loss or damage whatsoever to cancel the hiring by giving written notice to the Hirer not later than 6 calendar months before the beginning of the hire period.

29. The Hirer shall insure that every use of the premises during the hiring period is conducted decently, soberly and in an orderly manner and nothing contrary to sobriety, decency or good manners shall be performed, produced, exhibited or represented therein. No profanity or foul language, dress, dance or gesture or anything which is in any way offensive in the circumstances to public feeling or calculated to produce riot or breach of the peace, shall be permitted in the Premises. In addition to the above, any performance of a kind commonly known as striptease act, involving the removal of garments while the performer (including a performer whose movements or a reflection of whose movements can be seen by the audience through or on a translucent screen or similar device) is within the view of the audience or any performance of a similar nature shall not be permitted.
30. Attention is drawn to the fact that parking is not available on the Council's private car park immediately adjoining the Town Hall for the vehicles of persons attending meetings or functions arranged during normal office hours of the Council.
31. The Council reserves the right, through its appropriate officers, to refuse admission to the premises or any part thereof to any person or persons as is considered necessary by the Proper Officer.
32. No allowance or refund of charges will be made in respect of cancellations of hire unless written notice is received by the Council at least one month before the hire period.
33. The Hirer will ensure that he has obtained public liability insurance cover in the sum of two million pounds and will produce such policy of insurance to the

Proper Officer at the time of booking. The Council accepts that for some individuals or small groups may not be able to arrange this insurance. In such cases the Council can normally obtain the appropriate insurance cover on behalf of the hirer at a small additional cost.

34. At all events smoking is strictly prohibited in any part of the premises or any other part of the Town Hall. Smoking is also strictly prohibited on stage and all areas associated with the stage, except where it is necessary in connection with the performance. It is now a legal requirement under the electricity at work regulations 1989 for all portable and transportable electrical equipment to be regularly inspected and tested to make sure it is safe for use at work. This includes all electrical equipment used for performances. Hirers must therefore insure that any item of electrical equipment brought onto the premises, by them, or any other person, has been tested in accordance with these regulations. Further more, any item of electrical equipment that does not carry evidence of a current test and inspection will not be permitted on the premises. The institute of electrical engineers recommends that testing of portable, transportable, and hand held electrical equipment is carried out every 12 months.
36. Under the provisions of the Health and Safety at Work Act 1974, it is the responsibility of the Council to ensure, as far as reasonably practicable, the health and safety of all persons that use the premises, whether they are employees, hirers, employees of the hirers, volunteers or the general public.

Therefore, hirers must ensure that any working practices carried out in the premises by them, their employees, agents, sub-contractors, visitors or volunteers, are undertaken in a safe manner so as not to cause danger or injury to themselves or any other persons. Particular attention must be paid at all times to the safety aspects of using the stage counter weight systems, electrical installations and ladder work.

Furthermore, hirers must ensure strict compliance with paragraphs 11 and 12 of these Conditions, not only to ensure the compliance with the Premises License Conditions, but to ensure that the requirements of all Health and Safety Legislation are met.

37. Performances by children or young people will only be permitted subject to the hirer complying with all applicable provisions of the Children (Performances) Regulations 1968 (SI 1968 Number 1728) as amended. An outline of these regulations together with the contact details for further information is enclosed in these conditions. Dance schools or organisations who are using children or young people in performances will be required to show proof that they have obtained the appropriate permission from Essex County Council's Child Employment Team and such schools or organisations will be required to submit a copy of their Child Protection Policy for approval.

Music in Theatres - Frequently Asked Questions

Why does a theatre need a Music Licence?

Any music which is played outside the domestic or home life is regarded as a public performance. The Copyright Designs and Patents Act 1988 means that if you use copyright music in public to lawfully do so you require the permission of the copyright owner for every piece of music that is being performed.

PRS for Music makes it easy to obtain the necessary permission by issuing a Music Licence. A Music Licence allows you to lawfully play a vast repertoire of millions of songs, written and published by our members and those of our affiliated societies throughout the world.



Does this section apply to you?

This section applies to you if you are a theatre, part of production management, part of theatre management, an amateur dramatic society or an operatic society.

Who needs to obtain a Music Licence for music in theatres?

Both theatre managers and theatre producers need to be aware of their obligations to *PRS for Music*. A theatre manager cannot avoid their obligation to *PRS for Music* by getting an indemnity from the producer.

What use of music in theatres does PRS for Music license without the need for special clearances?

A Music Licence is required for the performance of Overture, Entr'acte and Exit music. No prior clearance is necessary.

Incidental music is music which is used as part of the play. It can be used to add atmosphere to action within a stage play, as well as being played during scene changes. This use of music requires a Music Licence.

A Music Licence is needed for all concerts at which copyright music is performed, except for complete concert performances of dramatico-musical works which are licensed by the individual copyright owner. However a Music Licence is not only needed for performances in theatre auditoria but also for background or featured music in areas such as the theatres foyers, bars or restaurants.

What about songs from the shows?

Musical excerpts from dramatico-musical works (including operas, operettas, musical plays, revenues and pantomimes whose music is specially written for them) are sometimes interpolated into productions. *PRS for Music* controls this music when performed non-dramatically.

PRS for Music does not control this music when it is dramatically performed. A performance is viewed as being dramatic if:-

- through any accompanying dramatic action whether acted, danced or mined and/or

- through the use of costume, scenery or other visual effects

There is given any visual impression or other portrayal of the writers original conception of the work from which the excerpt was taken.

What about interpolated music?

Interpolated music is defined as music not specially written for a particular theatrical production but is performed by a character(s) to be heard by another character(s) in that production. For example: an actor playing guitar and singing directly to another actor as part of the production, needs clearance through *PRS for Music*, although this could mean you pay the copyright owner direct. This can range from a single short piece in a play to a considerable number of songs or other musical works in a compilation show or similar production.

What procedures must be followed to ensure that proper clearances are sought for interpolated music?

At least 30 days before the production is due to start, *PRS for Music* should be informed of the full details of the work(s) that are to be performed, including:

- The manner of the performance
- The duration of the performance
- The name of the production
- The dates of the performances
- The venues of the performances

PRS for Music will notify the licensee or applicant which of the works are to be covered by a Music Licence alongside the royalty rate applicable.

The 30 day rule is to ensure that *PRS for Music* can consult the original copyright owners to find out whether it can license the work(s) before the performance takes place. If less than 30 days notice is given we will always try to get clearance before the show opens but cannot guarantee to do so. If permission is not granted before the start date then the work(s) cannot be used as part of the production.

Until the applicant has applied for a Music Licence and the appropriate clearance has been granted, any performance of interpolated works could constitute a copyright infringement and may result in the copyright owner taking legal action.

Where the right to license the performance of interpolated works lies with the composer, publisher or other copyright owner, *PRS for Music* will inform the applicant how to obtain the necessary licence for the proposed performances.

PRS for Music may abandon its right to license the public performance of interpolated music in favour of the copyright owner under Article 7(f) of its Articles of Association.

What music in theatres is not controlled by *PRS for Music*?

The performing rights controlled by *PRS for Music* normally exclude what are usually referred to as grand rights. Grand rights are performances of ballets, or dramatico-musical works whose music is specially written for them, namely: opera, operetta,

musical play, revue, pantomime). However *PRS for Music* do control these rights when it is performed by means of a film (made for exhibition in cinemas) or in public by means of a radio or television, we normally never control the performance of a complete dramatico-musical, nor does it usually control other music written specially for a theatrical production (e.g. incidental music specially written for a play) when performed during that production.

How does a Music Licence work?

Royalties are generally paid annually on account at the beginning of the licence year. The charges are calculated under the appropriate tariff based on estimated music usage for the year or the actual usage for the past year, and are adjusted for actual use when payment for the following year is due. However for live music venues and theatres, this is often monthly, quarterly or half yearly in arrears.

You should inform *PRS for Music* however, of any performances of interpolated works according to the 30-day rule described above.

PRS for Music may grant occasional licence-permits to music users for occasional events or limited seasons at theatres not already or not adequately covered by an annual licence.

WORKING WITH CHILDREN

A copy of the Essex County Councils '**Good Practice for voluntary amateur theatrical organisation**' can be found [HERE](#) it is also available for viewing upon request at the Princes Theatre.

The following relates to Young People who are part of a 'Body of Persons License' and are only allowed to perform in a stage production.

Payment

Young people must not receive payment for any performance, except for out of pocket expenses.

Education

Young people who are part of a 'Body of Persons' are not individually licensed therefore they are not allowed to take time off from their education for a performance. For this reason no Young People must perform or rehearse at a time when they should be in school.

Place of Performance

All performances must be within the jurisdiction of the Essex County Council (this does not include areas like Southend on Sea, Thurrock Council or the London Boroughs that have an Essex postal address).

Supervision

All young people must be chaperoned by their parent/s or by an adult named on the 'Body of Persons' Licence on a ratio of 1 adult to 12 young people.

Number of Performances

A Young Person cannot take part on a rehearsal or a performance on more than 6 days on any period of 7 days.

If there is a mix of rehearsals and performances then Young People are not allowed to take part on more than 5 days in any period of 7 days.

Length of time Performing

A Young Person must not take part on a Performance that lasts more than 3½ hours.

A Young Person's appearance in each performance must not exceed 2½ hours.

A Young Person must not take part in more than 2 performances or one rehearsal and one performance in a day.

A Young Person must have a break of 1½ hours between 2 performances or rehearsals in the same day. This break of 1½ hours can be reduced to 45 minutes on 2 days in a week as long as the Young Person is not at the same place of performance for more than 6 hours.

If a Young Person performs or rehearses on consecutive days there must be a break of 14 hours or more between each day that they are performing e.g. if there is a performance with an end time of 10.00pm then the Young People cannot take part on another rehearsal or performance until 12.00pm the following day.

Permitted Hours for Stage Performance

The latest finish time may be extended by ½ an hour, on a maximum of 3 evenings in any one week.

Age	Earliest Start Time	Latest Finish Time
Young Person aged Younger than 13 years	10.00am	10.00pm
Young Person aged 13 years and over	10.00am	10.30pm

Performances Abroad

A Local Authority does not have the power to authorise Young People to perform in another country. Therefore no Young Person is permitted to go abroad to perform unless a licence has been applied for and granted by a Justice of the Peace sitting at a Magistrates Court within the area that the Young Person resides in.

Information/Records to be retained

A record must be kept by the 'Body of Persons' applicant on each Young Person's performance, for 6 months after the last performance of each production.

A quarterly return of these records must be submitted to the Child Employment Team at the address below.

Further advice and information can be sought from:

Education Welfare Service
Children and Young Person's Service
Child Employment Team
P O Box 47
Chelmsford
Essex CM2 6WN
Tel: 01245 436743/5
Fax: 01245 436752
Email: child.employment@essexcc.gov.uk
Internet: www.essexcc.gov.uk