



## NIGHT OUT SCHEME - TERMS OF AGREEMENT

**. THIS DOCUMENT SETS DOWN THE OBLIGATIONS THAT PROMOTERS, PERFORMERS, AND THE ARTS COUNCIL OF WALES UNDERTAKE WHEN A PERFORMANCE IS SUPPORTED BY THE NIGHT OUT SCHEME**

Agreements to promote events under the Night Out scheme are made between a host community organisation with access to suitable premises (referred to here as "The Promoter") and a performing artist or company (referred to here as "the Performer(s)"). *Financial support for such agreements is undertaken through Arts Council of Wales Night Out Scheme, for which additional support is provided by the Welsh Government.* Night Out support is contingent on all parties embracing the obligations described below and once supported has been accepted it is understood that all parties have agreed to these responsibilities.

### OBLIGATIONS OF THE NIGHT OUT SCHEME

**Night Out seeks to develop opportunities for community organisations generally not part of the professional arts infrastructure, to host occasional professional performances for local audiences.**

- Night Out provides promoters and performers with advice and support, and it seeks to ensure good practice and good faith between all parties.
- Applications must be submitted on line at [www.nightout.org.uk](http://www.nightout.org.uk) or via a Night Out Booking Form.
- If an application is accepted Night Out will pay the performer a pre agreed fee upon receipt of their invoice and report form.
- The promoter is normally guaranteed against loss by Night Out and their Local Authority and pays Night Out with the ticket income made at the door. The exact terms of each agreement is dependent on the cost of the performance and is specified in the confirmation letter.
- Night Out funds cannot contribute to costs incurred by the promoter in hiring premises or equipment. Any special arrangement concerning use of ticket income towards such costs must be discussed beforehand and agreed in writing in the letter of confirmation.
- Night Out cannot support events promoted by the performers themselves.

### OBLIGATIONS OF THE PERFORMER(S)

**The Performer(s) must seek to provide an excellent service to the promoter and must therefore:**

- Agree to be committed to principles of equal opportunities and non-discriminatory behaviour
- Present the performance in accordance with the description given to the promoter and supplied to the Night Out Scheme
- Secure all permissions and licences necessary where performing rights or copyrights of all or part of the work may be vested in a third party
- Pay all expenses needed to secure the presentation of the performance other than those associated with providing the premises.
- Provide the Promoter with publicity and promotional material at a date and in quantities agreed with the promoter, sufficient for the Promoter to advertise the performance to the public. Make best efforts to ensure that all public references to the performance, including media interviews etc., give credit to the Night Out scheme.
- Use best professional safety practice in any temporary adaptation for performance use of the premises provided by the promoter;. Any electrical equipment taken into the premises by the Performer(s) must satisfy current Portable Appliance Testing regulations.
- Remove all equipment and property which may have been taken into the premises in connection with the performance within the time agreed between the Performer(s) and the Promoter.
- Leave the part of the premises used by the Performer(s) in connection with the performance in a clean and tidy condition and to make good or indemnify the Promoter for the cost of making good any damage caused by the Performer(s), or the Performer(s)'s servants or agents, to the premises or its furnishings, furniture, fixtures or fittings.
- Send / e mail an invoice and report form to receive payment

## THE OBLIGATIONS OF THE PROMOTER

The Promoter must work actively to make the event succeed and must therefore:-

- Provide premises at own cost for the performance, supported by front-of-house volunteers or staff - ensuring that any fees, costs or expenses charged by the owner of those premises are paid.
- Secure proper insurance and licensing for the performance. If the premises do not have an entertainment license in most cases a Temporary Events Notice will have to be sought from the Local Authority. Applications should be submitted at least 10 working days before the event.
- Submit a valid Booking Request to Night Out in good time for arrangements to be confirmed and the event properly publicised. This should be an absolute minimum of 4 weeks before the event.
- Use all best efforts and local knowledge to secure an audience for the performance – including the display of posters and other promotional material supplied by the performer(s), word of mouth and social media
- That general risk assessment to ensure public safety is undertaken and if workshops are booked with young people to ensure CRB checks and relevant policies are in place.
- Ensure that all publicity material relating to the performance carries the Night Out logo (available from [www.nightout.org.uk](http://www.nightout.org.uk)) and that the Credit leaflet supplied is displayed in a prominent position. Make best efforts to ensure that all public references to the performance, including media interviews, give credit to the Arts Council of Wales Night Out scheme and credit Night Out in pre show introductions.
- Act as a welcoming host to the Performer(s) by making the premises available for a previously agreed period before, during and after the performance. Co-operate with the reasonable needs of the Performer(s), details of which should be clarified by both parties in advance including offering performers complimentary refreshments while they are visiting the premises
- Complete and the promoter report form as directed by the Night Out letter of confirmation within ten days of the performance. All ticket stubs and unsold tickets should be retained in case they are required to be produced for audit purposes.

## CANCELLATION OF A PERFORMANCE ONCE FULLY CONTRACTED (ALL PARTIES)

**It is essential that Night Out is notified immediately of the cancellation**

- I. If the event is cancelled because of circumstances beyond the control of either party, all efforts should be made to re-schedule the performance at a later date to be agreed. If this proves impossible, then the contract will be deemed to be cancelled. In cases where there is doubt as to cause the Head of Night, in their absolute discretion (and normally only when the promoter is able to participate) can implement elements of Clause II below.
- II. **If the event is cancelled by the Promoter through no fault of the Performer(s)**, and where no rescheduled date can reasonably be arranged, Night Out will pay a proportion of the agreed fee to the Performer(s) calculated from the date of receipt of notice to Night Out as follows:-

Where cancellation is made

(a) less than 7 days before the performance	FULL PAYMENT
(b) between 8 & 21 days before the performance	TWO-THIRDS PAYMENT
(c) between 22 & 49 days before the performance	ONE-THIRD PAYMENT
(d) more than 49 days before the performance	NIL

In such circumstances, whoever has guaranteed the promoter's contribution shall pay the due proportion of that sum directly to Night Out. Promoters benefiting from a Local Authority guarantee are warned that their guarantor is entitled to seek a contribution to such payment

- (iii) If the Performer(s) cancel for reasons other than those in Point (I) above, the fee will lapse and a reasonable indemnity for consequential losses incurred by the Promoter should be agreed between all parties.
- (iv) Where there is dispute as to cause, Promoter and Performer(s) should submit their views in writing to Night Out within 10 days of the cancellation for arbitration by the Head of Night Out whose decision shall be final.

### NIGHT OUT SCHEME. ARTS COUNCIL OF WALES.

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Website [www.nightout.org.uk](http://www.nightout.org.uk)

Registered Charity Number 103425

