



## TEATRU MANOEL

### TERMS AND CONDITIONS FOR HIRING TEATRU MANOEL

#### 1. Allocation of dates in the Theatre calendar

- 1.1. Dates for any productions and events are only assigned once a detailed proposal is submitted to and approved by the Theatre's Artistic Director.
- 1.2. A Production Proposal Form which lists all the required criteria can be obtained from the Theatre's Production Office.

#### 2. Production Day/s Hire Rate:

- 2.1. The hire rate per production day is €700 (exc. VAT)
- 2.2. This refers to days which include the get-in, setup, sound checks, rehearsals, dismantling and get-out (excluding the performance/s).
- 2.3. The hire rate for the Production Day includes:
  - Use of main stage and dressing rooms
  - Use of stage lights & electricity consumption
  - Lights technician – weekday working hours (7.30am – 4pm) plus 4 hours
  - One stage crew member – weekday working hours (7.30am – 4pm) plus 4 hours
  - Security Services
  - Cleaning Services
  - Additional production days will be charged at the rate of Seven Hundred Euros (€700) + VAT per day.

#### 3. Performance Hire Rate:

- 3.1. The hire rate per performance is €1950 (exc. VAT).
- 3.2. The hire rate is charged per performance. If there is more than 1 performance per day each additional performance is charged at €1200 (exc. VAT) together with any other additional costs.

3.3. If the production gets in on the same day as the performance only the performance hire rate of €1950 (exc. VAT) is charged together with any other additional costs.

3.4. The hire rate per performance includes:

- Use of main stage and dressing rooms
- Use of stage lights & electricity consumption
- Lights technician – weekday working hours (7.30am – 4pm) plus 4 hours
- One stage crew member – weekday working hours (7.30am – 4pm) plus 4 hours
- Front-of-House Duty Manager & ushers – for a minimum shift of 4 hours
- Maintenance Attendant – for a minimum shift of 4 hours
- Box Office Services
- Security Services
- Cleaning Services
- One newsletter sent to the Theatre’s mailing list

3.5. At least one member of the Theatre stage crew must be in attendance at all times during get-in, setup, rehearsals and performances.

#### 4. Additional Costs

<b>Additional Personnel Costs past first 4 hours</b>	<b>Rate (per hour):</b>
Front-of-House Duty Manager	€15.00
Front-of-House usher	€10.00
Lights technician	€30.00
Per additional stage crew member*	€15.00
Security	€15.00
Cleaner	€10.00

\*Additional stage crew members must be booked at least three weeks before the production.

The above hire does **not** include:

- Audio equipment and audio operators. The Theatre does not possess audio equipment therefore this is to be procured separately with Teatru Manoel’s approval.
- Additional light equipment which shall be procured separately with Teatru Manoel’s approval.

#### 5. Additional items can be hired as below:

<b>Additional Costs:</b>	<b>Per</b>	<b>Amount excluding VAT</b>
Projector: 7000 lumens	Production	€300
Projector: 15000 lumens	Production	€500
Piano hire – Steinway Grand (on main stage only)	Production	€500.00

Piano hire – Bosendorfer (in Sala Isouard only)	Production	€250.00
Piano hire – Yamaha Grand C (including outdoor)	Production	€300
Harpsichord hire	Performance	€500.00
Piano tuning (engaged by Teatru Manoel)	Tuning	€120.00
Harpsichord tuning (engaged by Teatru Manoel)	Tuning	€120.00

## 6. Sala Isouard - Interval Reception Room (Tier 1)

6.1. Part of Sala Isouard on Tier 1 can be booked for entertaining private guests during the interval.

## 7. Payment Method

7.1. A 30% deposit of the total hire fee is required to confirm the dates and for booking to open. This deposit is non-refundable except in the case of force majeure.

7.2. The remaining 70% of the hire fee and any additional costs shall be paid to Teatru Manoel following the final performance/event/production and must be settled within 30 days from receipt of Teatru Manoel's invoice.

7.3. The Theatre shall, following the final performance/event/production, issue the relative invoice. If any tickets are sold to the public through the theatre's booking system, the invoice will be issued together with the following documentation:

- The sales takings collected by the box office
- The statement of account
- End of performance statistics report depicting the sales value, number of tickets sold, number of complimentary tickets and number of Theatre seats utilised.

7.4. A cheque or bank transfer shall be drawn by the Theatre should the funds collected exceed the balance due to the Theatre.

7.5. Should the balance due to the Theatre exceed funds collected, the resulting balance must be settled within 30 days from receipt of Teatru Manoel's invoice.

## 8. Ticketing System

8.1. All attendees, whether invited or not, must be issued with tickets with a numbered seat. If tickets are to be sold to the public they must be done through Teatru Manoel's ticketing system at all times which is operated by Teatru Manoel's Box Office staff.

8.2. The ticketing system will not be available until the signing of the agreement and receipt of deposit payment.

8.3. All the ticketing information requested by Teatru Manoel, including the Lessee's VAT Registration Number and the VAT Permit Number for the performance must be submitted to the Theatre before booking can open.

- 8.4. All sales takings shall be handled by Teatru Manoel which shall ensure the safekeeping of these funds for the whole duration of the booking period up to the clearance of the relative invoice.
- 8.5. Teatru Manoel shall ensure that these funds are regularly deposited into a bank account specifically operated for this purpose.
- 8.6. Teatru Manoel is not responsible for bank charges relating to credit card transactions. Payment by credit card shall only be accepted upon written authorisation. These charges are stipulated below:
- Online booking charges: 3%  
Epos Charges: 3%
- 8.7. Settlement of ticket sales will be carried out after the last performance once the accounting documentations and procedures have been finalized.
- 8.8. The Theatre is not responsible for the payment of VAT and/or any applicable taxes in respect of the production.

## 9. Non-sellable Seats

The following seats are not for sale and reserved for use as follows:

1st tier boxes 7, 11, 12 – Theatre Management  
2nd tier box 10 – Owners of Palazzo Bonici  
2nd tier box 9 – Theatre Management  
1st tier box 8 – Ministry of Culture  
1st tier box 9 – President of Malta  
1st tier box 10 – Prime Minister  
Stalls – F 1, 2, 3, 4 – Theatre Management  
Stalls - G 1,2, 3, 4 – Theatre Management

Seating of VIPs (President, Prime Minister, Minister of Culture, Members of Parliament, Ambassadors and other distinguished guests) attending any of the event/productions should be done in consultation with Teatru Manoel.

## 10. Marketing

All marketing materials of the event/production must be produced in consultation with Teatru Manoel's marketing team and approved by Teatru Manoel before publishing and must include:

Date/s of performances  
Teatru Manoel's official logo  
[www.teatrumanoel.mt](http://www.teatrumanoel.mt)

## **11. Artwork required**

- 11.1. Any artwork MUST include Teatru Manoel's new logo and might need to include logos of any of the theatre's sponsors (the Teatru Manoel marketing team will specify accordingly).
- 11.2. Teatru Manoel will also need a synopsis and any information to be included on the website in BOTH Maltese and English.
- 11.3. No advertising material (e.g. posters and/or popup banners) shall be allowed in the theatre except in designated areas specifically agreed to in writing with Teatru Manoel.
- 11.4. Once the deposit is confirmed and the marketing material is approved by the Theatre the following artwork must be submitted for uploading to the theatre's website and booking site:

A3 poster jpeg and pdf

1500 x 500px (mailer)

Booking System artwork sizes:

Event/production poster (id 50) – 2592 x 3840 px.

Event/production Wide Billboard (id 35) – 3840 x 750 px.

Event/production HD Landscape (id 28) – 3840 x 2160 px.

Event/production Gallery (id 2) – 3840 x 2880 px. (these can be photos)

Website artwork size:

1440px by 800px

380px x 460px

## **12. Programme**

- 12.1. The producer is bound to create and print a programme. The design of the programme must be done in consultation with Teatru Manoel's marketing team at least one month before the first performance. The programme must include the theatre's official logo and the Theatre's list of personnel.
- 12.2. VAT receipts must be provided for any programmes sold. Alternatively, programmes can be given out to patrons who may be asked to make a financial contribution.

## **13. Merchandise**

- 13.1. The selling of any merchandise can be done in the foyer either in the interval or after the performance. No selling of any merchandise, except for programmes, can be done before the performance.
- 13.2. VAT receipts must be provided by the Lessee for any merchandise sold.

## **14. Archive Material**

- 14.1. The Theatre must be provided with a minimum of 6 printed copies of the programme signed by the performers as well as photos and any video footage of the dress rehearsal and/or performance for the Theatre's archives.

## **15. Interval**

- 15.1. The Theatre is to be informed of the duration of the performance and the number and duration of intervals when booking is opened.

## **16. Toi Toi Learning and Participation Programme**

- 16.1. This programme is committed to reaching out to audiences at every stage of life, be it through shows for children, performing platforms for youth, informative interviews with artists for adults or live music brought to the elderly's bedsides. Toi Toi is the home of opportunity to so many locally-based artists. The programme is wide-reaching, continuing to introduce and explore classical music, creative plays and dance through thought provoking theatre.
- 16.2. Wherever practical, we aim to connect productions on the main stage to the Toi Toi programme by including an educational/participatory element such as a workshop or talk or an adapted shorter version of the main stage production for a specific audience. The Toi Toi Team will get in touch to discuss this further once the production is confirmed in the theatre's calendar.

## **17. Schedule**

- 17.1. A detailed schedule including start and end times for every day the production is in the Theatre is to be submitted to the Theatre Management at least one week prior to production week.
- 17.2. This schedule must also clearly state the number of theatre stage crew required per rehearsal and performance. No works, rehearsals or performance can take place without at least one Theatre stage crew member present.
- 17.3. All rehearsals and performances must end by 11pm unless approval is sought for extended hours by the Lessee in advance.
- 17.4. All personnel involved in the production must vacate the Theatre within an hour of the end of rehearsals or performances.
- 17.5. Charges as per additional costs quoted earlier will apply if rehearsals and/or performances overrun.

## **18. Mid-week performance on orchestra pit**

18.1. If the Production spans two weeks, Teatru Manoel reserves the right, in its sole and absolute discretion, to use the orchestra pit area in front of the main curtain from Monday to Wednesday of the second week. Should this happen the space in front of the curtain and the orchestra pit are to be cleared during this period.

## **19. Moving in and removal of equipment**

19.1. The moving in and moving out of scenery, stage properties, equipment etc. shall be carried out on the days and times agreed with the Theatre Management as per contract.

19.2. Delivery of goods earlier than the agreed get-in day may only be made if the Theatre's schedule allows for this and is subject to approval by the Stage Manager.

## **20. Stage Setup**

20.1. The producer shall procure, construct and transport at their own expense all the scenery, properties and furniture to and from the stage. Theatre stage crew will be made available during working hours (7.30am-4pm) and between Monday to Friday. If stage crew are required outside these times they are charged as per their rates above.

20.2. All equipment, sets, props, etc. are to be delivered and stored / brought onto the stage using the Theatre's Annex entrance on Old Bakery Street.

## **21. Deliveries**

21.1. In the case of deliveries arriving by vans/trucks/cars, the producer is to seek parking permits from the Valletta Local Council at least 48 hours before the load-in and the notices displayed publicly and prominently next to the Annex entrance.

21.2. Only technical personnel and crew may be allowed entrance from the Annex door; all other cast members are to enter the premises as directed below. The door of the Annex on Old Bakery Street is to be kept closed at all times.

## **22. Musical Instruments**

22.1. Musical instruments brought to the Theatre are not handled by any of the Theatre personnel. All storage and handling of instruments is to be managed by the producer who may request suitable storage areas for such. The Theatre cannot be held responsible for any damage to or breakages of instruments on the Theatre premises.

## **23. Additional Equipment**

23.1. Follow spots, television cameras or any such additional equipment shall only be allowed in areas indicated by the Theatre Management.

- 23.2. Any additional audio or lights or broadcasting equipment provided must be duly certified as safe by a qualified electrical engineer before moving in.
- 23.3. All fog/haze machines employed in the Theatre must use non-harmful, water-based fluid.
- 23.4. No contractors may dismantle or move the Theatre's equipment without the prior consent of the Theatre.
- 23.5. Teatru Manoel cannot be held responsible in the event/production of light shortages or power failures.

## **24. Food and Drink**

- 24.1. No food and drinks are allowed on stage (unless part of the performance) and in any part of the Theatre auditorium (except for bottled clear water) both during rehearsals and performances. If cooked or heated food is required as part of the performance, the cooking/heating apparatus and method used must be approved by the Theatre.

## **25. Use of Materials on Stage**

- 25.1. The use of materials such as soil, rice, water, paint, glitter, liquids of any kind (including water) or any other material that could potentially cause damage must be first approved by the Theatre Management.
- 25.2. The use of abrasive materials, staples or screws to the stage floor is strictly forbidden. Only Gaffer's tape, double sided carpet tape, vinyl spike tape and glow tape are permitted on the floors but not on the walls of the theatre. No other type of tape or fastener is allowed on the floors or the walls of the theatre.
- 25.3. All stage markings must be removed immediately after the final performance.

## **26. Smoking**

- 26.1. Smoking is strictly forbidden in all parts of the Theatre. Infringement of this clause by persons shall entail a fine of €250 for every infringement.

## **27. Daily Theatre Visits**

- 27.1. Teatru Manoel offers two 20-minute visits in the auditorium of the Theatre to members of the public at 11am and 3pm daily. During these brief periods, the use of electrical tools on stage is to cease and banging/loud sounds are to be avoided in order to allow the visits to continue uninterrupted.

**28. Lost and Found items** should be reported to the Theatre's Administration offices.

## **29. Access to the Theatre premises**

- 29.1. All persons including cast and crew are to enter the theatre from the Stagedoor at No.81, Old Mint Street, and a list of such persons is to be submitted to the Theatre Management before the start of production week. Persons entering will be given a numbered tag which is to be worn at all times in the Theatre and returned on exiting from the Stage door. Persons not listed may be refused entry.
- 29.2. During or after performances, no members of the audience or the public will be allowed to enter backstage from the theatre auditorium or from the Annex on Old Bakery Street. Family members/friends wishing to greet members of the cast after a show may be asked to go to the lobby of the Stagedoor at No.81, Old Mint Street.

## **30. Health and Safety Regulations**

### **30.1. Risk Assessment**

- 30.1.1. Teatru Manoel will engage the services of a certified Risk Assessor for the purposes of the production, unless it is deemed by the Theatre that no works are being carried out on stage as to warrant such certification. The risk assessor is to be handed the stage set design proposal at least 3 weeks prior to the get-in date. An inspection is to be held when works on stage are at an advanced stage and the recommendations indicated by the assessor are to be completed before the cast is allowed on stage for technical/rehearsals.
  - 30.1.2. All personnel related to the production must observe theatre health and safety regulations and standards. Any person who is not equipped with the required health and safety equipment will not be allowed on stage while any rigging is taking place. The Theatre Management will not be held responsible if delays to the set-up or to the production are caused due to lack of observance of health and safety regulations.
- 30.2. All passages and corridors (backstage, auditorium and front-of-house) must remain free of any obstructions. Safety rope lights in the wings must be kept on at all times.

### **30.3. Fire Safety Curtain**

- 30.3.1. The descent of the fire safety curtain must not be obstructed by anything at all times. Sets which protrude past the fire safety curtain must be designed in such a way as to allow the fire safety curtain to descend unhindered and completely to the stage floor level.
- 30.3.2. The fire doors in the staircase at the back end of the stage, adjacent to the backstage areas, are to be kept closed at all times and only opened as and when needed.

### **30.4. Naked Flames**

- 30.4.1. The use of any naked flames, foam, fire or pyrotechnics is strictly prohibited on stage or in any part of the Theatre.

30.4.2. Emergencies or First Aid: In case of any medical emergency during the course of set-up, rehearsals or performances, please contact the Stage Manager or the nearest member of the Theatre Stage Crew who will guide you on the steps to be taken.

30.4.3. Teatru Manoel is a non-smoking facility. When productions call for smoking on stage for artistic reasons water-vapour cigarettes are to be used.

30.4.4. The use of confetti and/or stage pyros must be first approved by the Theatre Management, against certification and a guarantee that debris will be removed immediately after each performance.

### **31. The Get-out**

31.1. Since our theatre productions generally run back-to-back, all moving out of scenery, stage properties, equipment etc. shall be carried out on the days and times agreed with the Theatre Management as per contract. These times are to be strictly adhered to without exception, as failure to do so may result in the delay of the next production, and be subject to fines of €500 per day.

31.2. Any items that remain unclaimed after 8 working days from the date of the last performance shall automatically become the property of the Theatre.

### **32. Stalls Seating**

32.1. Seating in the Stalls area cannot be removed for any reason.

### **33. Costumes and Props**

33.1. Any costumes and/or props hired from Teatru Manoel's wardrobe must be returned to Teatru Manoel on the day agreed with the Costume and Props Department.

33.2. A deposit is required for every item of costume hired. The replacement value of any damaged costumes or props must be paid.

33.3. The cleaning of Costumes must be agreed with the Costume Department. If the Theatre is to clean hired out Costumes a cleaning charge is added to the hire fee.

### **34. Damage**

34.1. Teatru Manoel shall have the right to charge the cost of any damage caused.

### **35. Data Protection**

35.1. All personal data and information shall be collected, processed and stored by the Parties in conformity with the Data Protection Act (Chapter 586 of the Laws of Malta) and the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the

processing of personal data and on the free movement of such data, including the safeguard for the privacy and the fundamental human rights and freedoms.

### **36. Sound levels during rehearsals & performances**

36.1. Sound levels in general must be kept within respectable limits at all times and all personnel related to the event/production must be respectful of neighbouring residential areas when entering and exiting the Theatre.

### **37. Insurance**

37.1. Teatru Manoel shall not be responsible for any personal injury sustained by the producer or by any of the employees, or persons contracted whether to perform or otherwise or for any loss or damage to belongings, properties, and other possessions pertaining to Teatru Manoel, or to any of the employees, or persons contracted whether to perform or otherwise.

37.2. The production shall at their expense procure the issue of a Public Liability Insurance policy with a reputable insurance company authorised to carry on business in Malta in which the Theatre shall be indicated as a co-assured. Teatru Manoel's only liability concerns the safety factor of the artists taking part in the performance and only when it may be proven that the incident in question was the direct result of Teatru Manoel's negligence.

37.3. It is the producer's responsibility to ensure any property brought into the Theatre against loss or damage. The Theatre is not responsible for damages to third party property, or injury, or death of any third party as a result of property being brought in by the producer. For the purpose of this clause, employees of, or under the control of Teatru Manoel and the producer, shall be deemed to be third parties.

### **38. Recording and/or broadcasting of performance**

38.1. Permission for any type of recording of the rehearsal/s and/or performance/s must be obtained in writing from Teatru Manoel prior to the actual performance.

38.2. Cameras and other equipment cannot block the view of the audience or interfere in any way with the smooth running of the performance under the instructions and guidance of Teatru Manoel.

38.3. All the necessary filming, broadcasting and performances rights and agreements must be in place before any recording of any rehearsal or performance can take place. Documented proof that these have been obtained must be forwarded to Teatru Manoel when permission for recording is sought.

### **39. Performing Rights and Licenses**

39.1. The prod shall be responsible, whenever applicable, to abide by the Intellectual Property legislation under the laws of Malta and pay for any licenses necessary e.g. PRS. Copies of the Copyright documentation are to be provided to Lessee. Failure to present the above documents shall exonerate the Theatre of any liability incurred arising from such omission.

### **40. Cancellation & Force Majeure**

40.1. If the producer, for any reason whatsoever other than force majeure, fails to hold any or all the performances agreed upon, Teatru Manoel retains the deposit by way of damages and all expenses incurred in connection therewith, plus an amount not exceeding the total fee chargeable for use of the Theatre in respect of each performance not held or cancelled.

40.2. Neither Party shall be liable towards the other Party for the cancellation of the event/production due to force majeure.

40.3. Neither Party shall be liable to the other in respect of anything which, apart from this provision, may constitute a breach of this Agreement arising by reason of force majeure. If the event/production is postponed due to other conditions beyond the Parties' control, it may be rescheduled for another time by mutual consent of the Parties, maintaining in full the said rights and obligations of both Parties.

### **41. Entire Agreement, Amendments and Modifications**

41.1. This Agreement, constitutes the only Agreement between the Parties and supersedes and integrates all prior proposals, agreements and understandings, both oral and written, between the Parties with respect to the subject matter hereof.

41.2. This Agreement may only be amended or modified by means of a written instrument signed by both Parties.

### **42. Waiver**

42.1. No waiver of any breach of any part of the Agreement shall constitute a waiver of any other breach of the same or any other part of the Agreement, and no waiver shall be effective unless made in writing and signed by an authorised representative of the waiving Party.

42.2. The failure of either Party to exercise any right, whether partially or fully, or the waiver, by either Party of any breach of the Agreement, shall not prevent/production a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other part of the Agreement.

### **43. Governing Law, Dispute Settlement and Severability**

- 43.1. The Agreement shall be governed by and construed in accordance with the Laws of Malta.
- 43.2. Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be settled amicably between the Parties. Should the dispute not be resolved amicably, either party may refer the dispute to arbitration in accordance with Part IV (Domestic Arbitration) of the Malta Arbitration Act, 1996 and the Arbitration Rules of the Malta Arbitration Centre as at present in force.
- 43.3. In the case that any of the clauses of this Agreement are held to be unenforceable by an arbitrator or a court of law, the other clauses shall remain operative.
- 43.4. Where no amicable settlement to a dispute can be reached within 30 days either Party can refer the matter to the Malta Arbitration Centre. Arbitration proceedings shall be conducted in English. Failing that, recourse shall be made to the Maltese Courts of Justice.
- 43.5. The details of the Parties shall be the ones stipulated in Annex I and should either Party change any of the details stipulated therein, such Party shall be obliged to inform the other party with any such new details immediately by means of written notice.
- 43.6. Any written notice required from either Party in terms of this Agreement shall be given by means of registered mail or via email to the address stipulated in Annex I.
- 43.7. Provided that where written notices, as referred to in this clause and in any other part of this agreement, are sent by one party to the other through email communications, the date of receipt of such written notice is deemed to be the date when the email was sent.
- 43.8. Provided that where the email was sent on a Saturday, Sunday or a Public Holiday, the date of receipt shall be deemed to be the following working day.
- 43.9. Breach of any of the above clauses will bring dissolution of this agreement and Teatru Manoel has the right to claim any subsequent damages. Should the matter not be resolved in an amicable fashion, Teatru Manoel shall resort to legal action.