



Code of practice for venues and producers

1. When a booking is confirmed it should be agreed which party is producing the draft deal memo or whether both will be producing memos, or whether one party will be immediately issuing a contract. The document(s) should be produced and shared within three working days. They should be reviewed and proposed amendments made by the other party within three working days.
2. Deal memos are not usually legally binding and therefore, where a deal memo is agreed first, the parties should negotiate and conclude a contract as soon as possible and in any event before the commencement of any booking. The financial terms contained in the contract should not materially differ from those in the agreed deal memo.
3. The deal memo/contract should confirm the financial deal and explicitly include every area that has the potential to a) reduce income or b) increase costs for either party, where possible making clear the specific financial amounts involved. This would include but not be limited to:
 - Royalties
 - Levies
 - Private Property, house seats and other seats not for sale and complimentary tickets
 - Commissions
 - Definite and potential additional staff charges including disclosure of any local union agreements
 - Venue services and provisions for companies
 - Marketing charges
 - Share of costs related to assisted performances
 - Contents of riders
 - VAT status
 - Exclusion zone/barring clause
4. The deal memo/contract should clearly state the financial consequences of cancellation by either party. Payment of cancellation charges must be made within 20 working days of the cancellation being confirmed.
5. The deal memo/contract should include clarity about how marketing spend should be agreed between the venue and producer and if any charges are obligatory.
6. The deal memo/contract should state if the producer will have access to customer data and what anonymised reporting on audience demographics, travel times, etc. will be shared with the producer and whether this reporting is provided free of charge.

7. As far as reasonably possible, any area of additional recharge that is not covered in the deal memo/contract should be mutually agreed in advance by both parties and confirmed in writing.
8. The venue and the producer's technical managers or their designated representatives should agree in writing the actual length and times of the get out and the number of venue staff used for the get out.
9. Final box office return should be emailed to the producer within two working days of the final performance.
10. Settlement statement with all supporting paperwork should be sent to the producer no more than 20 working days after the final performance and the settlement should be paid no more than 30 working days after the final performance.
11. The venue and producer should abide by the UK Theatre/BECTU Code of Conduct for Get-Ins, Fit-Ups And Get-Outs and pro-actively share health and safety information including risk assessments in a timely manner.

V7 13 July 2015 FINAL