



DATED: 24 July 2025

CORNERSTONE ARTS CENTRE PERFORMANCE AGREEMENT

between

SOUTH OXFORDSHIRE DISTRICT COUNCIL

and

POLKA DOT PANTOMIMES LTD

Legal Services
Abbey House,
Abbey Close,
Abingdon OX14 3JE
(Legal Ref: Iken File No. 20018/KT)

CONTENTS

Clause

| | | |
|-----|-------------------------------------------------------------------|----|
| 1. | <i>Definitions and interpretation</i> | 3 |
| 2. | <i>Commitment to perform</i> | 7 |
| 3. | <i>Access to Venue</i> | 8 |
| 4. | <i>Venue facilities</i> | 8 |
| 5. | <i>Merchandising</i> | 9 |
| 6. | <i>Box Office and Ticketing</i> | 10 |
| 7. | <i>Music Rights and PRS Payments</i> | 10 |
| 8. | <i>Share of Box Office Receipts</i> | 11 |
| 9. | <i>Payments</i> | 12 |
| 10. | <i>Publicity and promotion</i> | 14 |
| 11. | <i>The Company's obligations</i> | 15 |
| 12. | <i>Safeguarding</i> | 17 |
| 13. | <i>Hazards, Fires and Electrical Goods</i> | 18 |
| 14. | <i>No smoking policy</i> | 19 |
| 15. | <i>Warranties and indemnity</i> | 19 |
| 16. | <i>Insurance</i> | 20 |
| 17. | <i>Limitation of Liability</i> | 21 |
| 18. | <i>Force majeure events and cancellations</i> | 22 |
| 19. | <i>Other grounds for cancellation and expiry of the Agreement</i> | 22 |
| 20. | <i>Dispute resolution</i> | 26 |
| 21. | <i>Miscellaneous provisions</i> | 27 |

Schedules

| | | |
|-------------------|--------------------------------------------|----|
| <i>Schedule 1</i> | <i>Specification</i> | 35 |
| <i>Schedule 2</i> | <i>Pricing Schedule</i> | 39 |
| <i>Schedule 3</i> | <i>Production Details</i> | 40 |
| <i>Schedule 4</i> | <i>Cornerstone Technical Specification</i> | 44 |
| <i>Schedule 5</i> | <i>Data Processing</i> | 45 |
| <i>Schedule 6</i> | <i>Company's Tender</i> | 47 |

THIS AGREEMENT is dated..22 July.....

PARTIES

- (1) **SOUTH OXFORDSHIRE DISTRICT COUNCIL** of Abbey House, Abbey Close, Abingdon OX14 3JE (the “**Council**”);
- (2) **POLKA DOT PANTOMIMES LTD** (Company number 07656417) whose registered office is 1 - 4 London Road, Spalding, Lincs, PE11 2TA (the “**Company**”),

each a “**Party**” to this Agreement and “**Parties**” shall be construed accordingly.

BACKGROUND

- (A) The Council is a local authority (as defined by section 270 of the Local Government Act 1972) and is the proprietor of the performance venue known as the ‘Cornerstone Arts Centre’ (the “**Venue**”).
- (B) The Company is a producer of theatrical stage productions.
- (C) The Council sought proposals for the production and delivery of Christmas pantomimes at the Venue by a Tender Notice dated 15 May 2025 on the central digital platform for UK procurements inviting tenders for a contract in accordance with the Procurement Act 2023.
- (D) Through the competitive process the Council has selected the Company and has agreed to make the Venue available to the Company for live stage productions on the terms and conditions set out in this Agreement.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

- 1.1 The definitions and rules of interpretation in this Clause apply in this Agreement.

Agreement: this agreement, including its Schedules and any documents expressly referenced or incorporated in it;

Cancellation Sum: the maximum aggregate compensation sum payable by the Council in respect of Council Cancellation Event(s), as stated in clause 19.5;

Company’s Tender: means the Company’s tender to the Council’s procurement documents issued in relation to the procurement process described in recital (C) of the ‘Background’ section of this Agreement (including any clarifications of such documents), as included or described in Schedule 6;

Commencement Date: the date of this Agreement;

Cornerstone Technical Specification: means the technical specifications for the Venue included in Schedule 4, including details of the stage size, lighting and sound equipment, and lighting and sound infrastructure;

Council Cancellation Event: as defined in Clause 19.3;

Data Protection Legislation: means all applicable data protection and privacy legislation in force from time to time in the UK including the 'UK GDPR' (which term has the meaning given to it in clause 3(10), as supplemented by section 205(4), of the Data Protection Act 2018), the Data Protection Act 2018 and regulations made thereunder and the Privacy and Electronic Communications Regulations 2003 as amended and all other legislation and regulatory requirements in force from time to time which apply to a Party to this Agreement relating to the use of personal data (including without limitation the privacy of electronic communications) and including where applicable the guidance and codes of the UK Information Commissioner or other relevant regulatory or supervisory body;

EIRs: the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;

Electronic Invoice: as defined by Section 67(3) of the Procurement Act 2023;

Expiry Date: the date of the last performance after three years of Productions;

Get In Date: as defined in Schedule 3;

Get Out Date: as defined in Schedule 3;

Gross Box Office Receipts: means the total of all box office ticket sales received by the Council in respect of a Production, but excluding any refunded ticket sales;

FOIA: the Freedom of Information Act 2000, and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;

Force Majeure Event: means any cause affecting the performance by a Party of its obligations under this Agreement arising from acts, events, omissions, circumstances or causes beyond its reasonable control, including, without limitation:

- (a) failure of a utility service or telecommunications provider's network;
- (b) acts of God, flood, drought, earthquake or other natural disaster;
- (c) epidemic or pandemic;
- (d) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

- (e) nuclear, chemical or biological contamination;
- (f) any law or action taken by a government or public authority, including without limitation;
- (g) collapse of buildings, fire, explosion or accident; and
- (h) any labour or trade dispute including strikes and lockouts;

Losses: means all claims, losses, liabilities, damages, fines, costs and expenses (including reasonable professional advisers' costs and disbursements and reasonable legal costs and disbursements), costs of investigation, litigation, settlement, judgment interest and penalties whether arising in contract, tort (including negligence and breach of statutory duty) or otherwise;

Net Box Office Receipts: as defined in Clause 8.1;

Production(s): means the stage productions to be provided by the Company throughout the Term as per the Specification and as agreed with the Council pursuant to the Production Details for each Production;

Production Details: means the details of each Production to be agreed by the Parties in the form detailed in Schedule 3;

Production Run: means the period of a Production as detailed in Schedule 3;

Prohibited Act: the following constitute Prohibited Acts:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage as an inducement or reward for any improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;
- (c) committing any offence: (i) under the Bribery Act 2010; (ii) under legislation or common law concerning fraudulent acts; or (iii) of defrauding, attempting to defraud or conspiring to defraud the Council;
- (d) any activity, practice or conduct which would constitute one of the offences listed above, if such activity, practice or conduct had been carried out in the UK;

PRS: means PRS for Music Limited which is a British music copyright collective, made up of two collection societies: the Mechanical-Copyright Protection Society and the Performing Right Society;

Request for Information: a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the EIRs;

Required Electronic Form: as defined by Section 67(3) of the Procurement Act 2023;

Specification: means the specification for the production and delivery of pantomime performances throughout the Term;

Technical Co-ordinator: means the Council's technical co-ordinator whose responsibilities include coordinating all elements relating to the technical requirements for events and performances, and whose name and contact details are included in the Cornerstone Technical Specification;

Term: means the duration of this Agreement as detailed in clause 2.1;

Venue: means The Cornerstone Arts Centre, as more particularly described in the Cornerstone Technical Specification;

Venue Manager: means the Council's Venue manager whose responsibilities include front of house and box office management, whose name and contact details are included in the Cornerstone Technical Specification;

Working Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

Writer: means the writer/author(s) of the Production named in Schedule 3;

Writer's Share: means, where applicable, the share of Gross Box Office Receipts due to the Writer, as stated in Schedule 3.

- 1.2 Clause, Schedule and Paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.6 Unless the context otherwise requires, an obligation on the Company to do, or to refrain from doing, any act or thing shall include an obligation upon the Company to procure that all sub-contractors, personnel and agents of the Company also do, or refrain from doing, such act or thing.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 A reference to **writing** or **written** includes email but not faxes.
- 1.9 References to Clauses and Schedules are to the Clauses and Schedules of this Agreement and references to Paragraphs are to paragraphs of the relevant Schedule.

- 1.10 A reference to a statute or statutory provision is a reference to it as amended, extended, re-enacted, superseded, or replaced from time to time.
- 1.11 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.12 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.13 If there is any ambiguity or conflict between any of the provisions in the main body of this Agreement or the Schedules, such ambiguity or conflict shall be resolved in the Council's favour and where necessary in accordance with the following order of priority:
 - 1.13.1 the Clauses of this Agreement;
 - 1.13.2 Schedule 1 to this Agreement;
 - 1.13.3 the remaining Schedules to this Agreement, excluding the Company's Tender;
 - 1.13.4 the Company's Tender.

2. DURATION AND COMMITMENT TO PERFORM

- 2.1 This Agreement shall commence on the Commencement Date and shall end on the Expiry Date unless extended in accordance with clause 2.2 or terminated earlier in accordance with this Agreement (the "**Term**").
- 2.2 No later than six (6) months prior to the Expiry Date, the Council may extend the Term by two consecutive periods of one year's duration, whereby the Expiry Date will be updated accordingly.
- 2.3 In consideration of the payments to be made by the Council to the Company under this Agreement, the Company agrees to present the Productions at the Venue in accordance with the Specification and the Production Details.
- 2.4 The Company shall agree with the Council the title of each year's Production at least twelve (12) months prior to the proposed first performance date (save for the first year of this Agreement which shall be agreed within two weeks after the Commencement Date). The Parties shall agree and complete the Production Details for each Production, which shall be incorporated and form part of this Agreement.
- 2.5 Other than as expressly provided for in this Agreement, the Company shall be responsible for all costs in connection with the Productions at the Venue, including, without limitation:
 - 2.5.1 all author's, composer's, publisher's and other fees or royalties unless otherwise agreed with the Council;
 - 2.5.2 all performer, employee and other staff fees, salaries, costs and expenses;

- 2.5.3 all wardrobe, scenery, properties and band parts, and any additional technical equipment and facilities required in excess of the technical requirements agreed with the Technical Co-ordinator and set out in Schedule 4;
- 2.5.4 provision and licences for chaperones as legally required;
- 2.5.5 all other costs associated with the performance of its obligations under this Agreement.

3. ACCESS TO VENUE

- 3.1 The Council will reserve access to the Venue for the purposes of get-in and get-out as set out in paragraph 3 of Schedule 3 or at such other times as are agreed in writing with the Technical Co-ordinator.
- 3.2 Should the Company exceed the agreed get-in or get-out times a fee may be levied by the Council, calculated at £25 per hour (or part thereof) plus VAT, which may be deducted from any payments made to the Company under this Agreement.
- 3.3 All items brought or sent to the Venue by the Company must be unloaded, placed in position and removed by persons employed by the Company during the agreed get-in and get-out times (unless otherwise agreed by the Technical Co-ordinator) and at the Company's cost and risk. Further, heavy goods, furniture must not be brought into the Venue without the Venue Manager's prior consent.
- 3.4 The Council retains at all times the sole and exclusive right to determine the times for opening and closing the Venue, to control and manage the Venue and also to advertise the presentation of forthcoming shows at the Venue, subject always to the opening hours and other commitments given by the Council to the Company in this Agreement.

4. VENUE FACILITIES

- 4.1 The Council will provide the following Venue facilities to the Company in respect of the Productions without additional charge to the Company:
 - 4.1.1 the provision of audition, rehearsal and adequate dressing room space, as agreed with the Venue Manager and set out in Schedule 3;
 - 4.1.2 access for all artists to tea and coffee making facilities and water;
 - 4.1.3 full box office and ticketing facilities;
 - 4.1.4 the benefit of the services of the Council's regular staff at the Venue for performances including (where available) without limitation the technician and Venue Manager, box office and front of house staff / ushers
 - 4.1.5 normal heating, lighting and cleaning of spaces used during the Production Run at the Venue;

- 4.1.6 standard technical facilities, as described in the Cornerstone Technical Specification, together with any specific technical requirements agreed with the Technical Co-ordinator and detailed in Schedule 3.
- 4.2 The Council will provide a full box office and ticketing service in respect of the Productions and usually operates a full bar / café service at the Venue.
- 4.3 The Council will provide the staff as detailed in the Specification for the duration of the Production Run. No staff other than accounted for in this Agreement shall be provided by the Council.
- 4.4 The Company's personnel shall follow the instructions and directions of each of the Council's Technical Co-ordinator and Venue Manager in their respective operational areas at the Venue.
- 4.5 Any request for changes to the normal working practices of the Council at the Venue should be discussed with the Council at the earliest opportunity and consent to any changes may be granted, withheld or revoked at the Council's sole discretion.
- 4.6 No later than six weeks prior to the opening night of the Production, the Company shall provide the Council's Venue Manager with a complete schedule of all scenery, lighting, sound and any additional technical requirements (to the extent that such requirements are not already documented in Schedule 3 or Schedule 4, for the Production, for agreement in writing with the Council, together with a full risk assessment report in respect of the staging of the Production at the Venue (including the details required under Clause 13.1).
- 4.7 The Company shall be entitled to use, without additional charge, any Council equipment and props already available on-site at the Venue that are detailed in Schedule 3. Any additional equipment or items required by the Company should be provided at its own cost and risk (unless otherwise agreed with the Council) and shall be removed from the Venue in accordance with Clause 3.3, no later than the Get Out Date (unless otherwise agreed). Where reasonable the Council shall inform the Company, and in any event reserves the right to dispose of or place in storage any equipment or other items brought into the Venue by the Company which have not been removed from the Venue by the end of the Get Out Date, and to recover its reasonable costs of removal, disposal or storage from the Company as a debt.

5. PROGRAMMES AND MERCHANDISING

- 5.1 The Council will provide personnel to sell the Company's Production programmes before and after performances of the Production subject to the following conditions:
 - 5.1.1 the Company shall notify the Venue Manager in writing no less than six weeks prior to the opening night of the Production if it has a requirement for such sales facilities and staff; and

- 5.1.2 the Council shall be entitled to charge 20% commission on all sales revenue derived from sales of Production programmes provided by the Company and shall account separately to the Company within 14 (fourteen) days of the end of the Production Run for all sales revenue (less any refunds), and shall pay such sales revenue to the Company within that 14 day period. The Council shall issue an invoice to the Company in respect of its commission and the Company shall pay the commission to the Council within 14 days of receipt of the Council's invoice.
- 5.2 For the avoidance of doubt:
 - 5.2.1 sales receipts earned from programme sales under clause 5.1 shall not form part of the Gross Box Office Receipts for the purposes of this Agreement; and
 - 5.2.2 the Council reserves the right to sell and promote merchandise relating to a Production and the Company acknowledges and agrees that all sales revenue from any and all merchandise sold at the Venue by the Council shall belong to the Council.

6. BOX OFFICE AND TICKETING

- 6.1 The Council shall at all times have complete control of ticket sales whether sold through the Council's box office or any online or other ticket-sales agent on its behalf.
- 6.2 The Parties agree that ticket prices for the Production shall be as set out in Schedule 3.
- 6.3 The Company agrees that charges of 2.5% of the value of each ticket sale credit / debit card transaction shall be deducted from the Gross Box Office Receipts.
- 6.4 The Council shall receive and bank all box office receipts and provide the Company with true and accurate reports of Gross Box Office Receipts (including credit/debit card charges that will be deducted and any refunds of previously reported Box Office Receipts) on a weekly basis during a Production Run and within 7 days of the final performance of a Production.
- 6.5 The Council shall issue complimentary tickets to the Company as set out in Schedule 3. Additional complimentary tickets may be issued at the Council's sole discretion.

7. MUSIC RIGHTS AND PRS PAYMENTS

- 7.1 The Company acknowledges that the Council is obliged to make payment to PRS from Gross Box Office Receipts of the appropriate percentage of Gross Box Office Receipts payable for the music used in the Production, unless the Company either:
 - 7.1.1 has commissioned the composition of original music for the Production and shows the Council written evidence of composer clearance for use of the music in the Production; or

- 7.1.2 has made a payment directly to PRS in advance for the music used in the Production *and* shows the Council written evidence of PRS clearance for use of the music in the Production.
- 7.2 Where the Company does not produce written evidence of music clearance as set out in Clause 7.1, then the Company must, prior to the opening performance of the Production, provide the Council with a full music cue sheet showing the applicable title, composer, publisher, ISWC code and duration of each piece of music used in the Production.
- 7.3 The Council shall retain from Gross Box Office Receipts and shall pay to PRS the applicable percentage of Gross Box Office Receipts for use of music in the Production and the balance shall be applied towards other payments to be made under this Agreement, except where satisfactory evidence of prior clearance of music used in the Production has been provided to the Council in accordance with Clause 7.1.
- 7.4 The Company shall be responsible, to the exclusion of the Council, for the payment of any fees due to any music rights holder or collection society representing music or other rights holders, other than PRS (and both Parties acknowledge that payments to PRS shall be handled in the manner set out above in this Agreement).
- 8. SHARE OF BOX OFFICE RECEIPTS**
- 8.1 The deductions against the Gross Box Office Receipts, to be shown in “**Accounts**” provided by the Council to the Company, shall comprise:
- 8.1.1 the credit / debit card charges detailed in Clause 6.3;
- 8.1.2 the Venue levy of £1 per ticket sold;
- 8.1.3 any music rights payments due to be made by the Council to PRS under Clause 7 for the use of the music in the Production (“**Music Rights Payment**”); and
- 8.1.4 any other deductions permitted under the terms of this Agreement (which the Council shall detail in the Accounts),
- and the balance shall be referred to in this Agreement as the “**Net Box Office Receipts**”.
- 8.2 The Council shall be responsible for making the Music Rights Payment to PRS, where payment to PRS is due pursuant to Clause 7.3, unless otherwise agreed in writing with the Company.
- 8.3 After the above payments have been identified on the Accounts, Net Box Office Receipts shall be accounted for and shared between the Council and the Company as set out in Schedule 2.
- 8.4 All sums payable to the Company by the Council shall be reflected in Accounts issued by the Council within fourteen days of the last day of a Production Run, which shall take account of any adjustments or corrections, including in respect of Gross Box Office Receipts and ticket cancellations.

- 8.5 All sums payable to the Company by the Council are exclusive of VAT.
- 8.6 The Writer's Share (if applicable) shall be paid by the Company to the Writer from the Company's Net Box Office Receipts, and the Company hereby indemnifies the Council against any claim made by the Writer against the Council for payment of the Writer's Share.

9. PAYMENTS

- 9.1 Where a payment is due to the Company the Council shall promptly provide it with a purchase order number, and the Company shall issue a valid Electronic Invoice in the Required Electronic Form to the Council, which shall include the minimum required information under Section 68(9) in Part 4 of the Procurement Act 2023:
 - 9.1.1 an invoice date and invoice number;
 - 9.1.2 where applicable the period to which the invoice relates;
 - 9.1.3 a description of what is being claimed;
 - 9.1.4 the sum requested and a VAT registration number if the Company is VAT registered and a breakdown showing the net figure, the VAT amount and the gross figure;
 - 9.1.5 a valid purchase order number as issued by the Council;
 - 9.1.6 the Company's vendor/supplier number as set out in the purchase order issued by the Council;
 - 9.1.7 a unique reference number;
 - 9.1.8 the Company's full business name and address; and
 - 9.1.9 the name and address of the Council.
- 9.2 All payments due to the Company shall be verified by the Council within seven (7) days and the Council shall notify the payee without undue delay if—
 - (a) it considers the invoice invalid, or
 - (b) it disputes the invoice.
- 9.3 Where the Council fails to comply with clause 9.2, the invoice shall be regarded as valid and undisputed seven (7) days after the date on which it was received by the Council.
- 9.4 Subject to clause 9.5 (Disputed Sums) the Council shall pay to the Company the relevant valid and undisputed amount due within thirty (30) days of:

(a) the day on which an invoice is received by the Council in respect of the sum, or

(b) if later, the day on which the payment falls due in accordance with the invoice

in accordance with section 68(2) Part 4 of the Procurement Act 2023. Where the Council fails to settle an invoice in accordance with this clause 9.4, the Company shall be entitled to charge interest on any amount outstanding in accordance with clause 9.9 Interest on Overdue Payments).

9.5 Disputed Sums

Where any Party disputes any sum to be paid by it then a payment equal to the sum not in dispute shall be paid and the dispute as to the sum that remains unpaid shall be referred to clause 20 (Dispute Resolution). Any interest due on any sums in dispute, including under clause 9.9 (Interest on Overdue Payments), shall not accrue until the earlier of thirty (30) days after:

(a) resolution of the dispute between the Parties; or

(b) receipt of the decision of the mediator in accordance with clause 20.

9.6 Indemnity

The Company shall indemnify the Council on a continuing basis against any liability, including any interest, penalties or costs incurred which is levied, demanded or assessed on the Council at any time in respect of the Company's failure to account for or to pay any VAT relating to payments made to the Company under this Agreement. Any amounts due under this Clause 9.6 shall be paid by the Company to the Council not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Council.

9.7 Non-Resident Artist VAT

Both Parties acknowledge and accept that if a performing artist / performing artist's loan-out company is entitled to a share of Net Box Office Receipts under this Agreement and is not normally resident in the UK or is not established as a business in the UK ("**Non-Resident Artist**"), then the Council shall be obliged by law to deduct VAT at the appropriate rate from the share of Net Box Office Receipts payable to the Non-Resident Artist and to remit that sum to the HMRC, and the balance only of the relevant share of Net Box Office Receipts shall be paid to the Non-Resident Artist. For the avoidance of doubt, the Council shall have no obligation to facilitate any tax reclaim or set-off in the UK or overseas by the Non-Resident Artist in respect of that VAT payment other than to produce evidence of having made that payment to HMRC.

9.8 Payments to the Council

9.8.1 In the event that the Company is paid more than its due under the terms of this Agreement or owes any sum to the Council, it shall, on request, promptly pay or

reimburse such sums to the Council in the manner reasonably required by the Council.

- 9.8.2 Where any sums are owed to the Council by the Company under this Agreement such sums may be deducted or set off by the Council against any other payments that are due to the Company under this Agreement.

9.9 Interest on Overdue Payments

Either Party shall pay interest on all overdue payments to the other Party accruing from day to day for the period of default at an annual rate of 2% a year above the Bank of England's base rate from time to time and at 2% a year for any period when that base rate is below 0%. It is agreed by the Parties that this clause 9.9 provides the Parties with a substantial remedy pursuant to sections 8 and 9 of the Late Payment of Commercial Debts (interest) Act 1998.

10. PUBLICITY AND PROMOTION

- 10.1 Unless otherwise provided for in this Agreement, the Council shall be primarily responsible for co-ordinating and arranging publicity and promotion for the Production.
- 10.2 The Company agrees to support the publicity and promotion for the Production in accordance with its commitments in Schedule 3. If this support is not supplied, and if alternative arrangements are not agreed with the Council, a charge may be levied to the Company to offset any increased costs of the Council in producing or making alternative arrangements to replace the required contributions and such fees may be deducted from any payments made to the Company under this Agreement. Any additional publicity and promotional activities that the Company sees fit to undertake beyond the minimum publicity and promotion requirements in Schedule 3 are undertaken at the Company's expense and in agreement with the Council.
- 10.3 The Company agrees to consult in good faith in advance with the Council's marketing / communications officer or other designated representative in respect of the content for printed publicity and promotional material including of all graphic artwork, and in respect of the content of any press packs and media statements released by the Company in respect of the Production, and the Council shall similarly consult in good faith with the Company in respect of any promotional material it intends to release publicly for the Production.
- 10.4 The Company shall provide the Council with any audio, visual or audio-visual content to be used by the Council in the publicity and promotion for the Production and it shall be the Company's responsibility (to the exclusion of the Council) to ensure that such content is fully cleared and can be used by the Council for publicity and promotional purposes without infringing personal rights, including without limitation the intellectual property rights of any person and/or, in respect of any 'personal data' (as defined in Data Protection Legislation) that it can be processed by the Council in accordance with Clauses 10 and 21.1, the

Company will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of any personal data to the Council for the duration and purposes of this Agreement.

10.5 Other than as permitted by this Agreement, the Council shall not use any of the content or materials submitted to it by the Company for any purpose other than:

10.5.1 the promotion of the Production;

10.5.2 wider promotion of the Venue (e.g. as part of a montage of images on a generic “visit Cornerstone” poster/social media post);

10.5.3 the Council’s in-house archive;

10.5.4 use by the Council in Arts Council England or similar funding body submissions / reports,

and any other use by the Council of such content and materials shall be subject to the prior written consent of the Company.

11. THE COMPANY’S OBLIGATIONS

11.1 The Company agrees and undertakes:

11.1.1 that it shall comply with all applicable laws;

11.1.2 that it shall keep the stage, the stage area, dressing rooms and green room, together with all technical equipment provided by the Council and used for the Productions, tidy and in good working order during any Production Run;

11.1.3 not to alter the lighting, sound, electrical system or fittings at the Venue without the prior consent of the Council’s Technical Co-ordinator;

11.1.4 not to install nails, pins or other devices on the stage floor to secure sets without the prior consent of the Council’s Technical Co-ordinator;

11.1.5 to comply with all, rules, regulations and licences that the Council notifies to the Company from time to time relating to the use and security of the Venue including, without limitation, the Council’s Venue license for the provision of public entertainment and theatre, and any rules or regulations concerning stage plays and audiences sizes, the arrangement of seat gangways and any other related matter;

11.1.6 to ensure that all Company personnel have read and agreed to abide by the Council’s in-house policies and procedures relating to health and safety (which are available for inspection at the Venue during the normal hours of business or at the Venue website). The Company shall ensure safe working practices are adopted at all times when using the Venue;

- 11.1.7 to be solely responsible to the exclusion of the Council for all costs it incurs in respect of setting up and dismantling the Production, including any vehicle, hire, transportation costs, collection and delivery of scenery, costumes, etc, unless otherwise agreed in writing between the Council and the Company;
- 11.1.8 to act in such a way as to avoid causing unreasonable or unnecessary disruption to the routine and procedures of the Council or other users at the Venue;
- 11.1.9 to not obstruct any access routes to or from the Venue without the Venue Manager's consent;
- 11.1.10 to not do or permit to be done at the Venue anything which is illegal or which may be or become a nuisance, damaging (including to the Council's reputation) or an inconvenience to the Council or any visitors to the Venue;
- 11.1.11 that where it is permitted to use Council equipment or other assets located at the Venue under the terms of this Agreement such items shall:
 - (a) be used with all reasonable care and skill and in accordance any manufacturer guidelines or instructions;
 - (b) be kept properly secure after such use; and
 - (c) not removed from the Venue unless expressly permitted under this Agreement or agreed in writing with the Technical Co-ordinator;
- 11.1.12 that it shall notify the Venue Manager immediately on becoming aware of any loss or damage (other than normal wear and tear) caused by the Company to the Venue (including without limitation all fixtures and fittings, plant and machinery, furniture, decorations, infrastructure, equipment, stock and other property or assets of the Council at the Venue) or any property of a third party at the Venue, and it shall pay the reasonable costs of repair or replacement of such property to the Council (or where requested by the Council to the affected third party). Such costs shall be recoverable as a debt and, without prejudice to any other rights and remedies under this Agreement or otherwise, the Council shall be entitled to:
 - (a) require that a deposit or guarantee of security is paid by the Company against such loss or damage, including during a Production Run following an occurrence of loss or damage to property, and repayment of such deposit (less any deductions) shall be included in the final account calculated in accordance with Clause 8.4;
 - (b) set off such costs against any sums owed to the Company under this Agreement or against the security deposit provided by the Company;
- 11.1.13 to ensure that all Company personnel working or present at the Venue are familiar with the Council's evacuation procedures and the location of fire extinguishers, exits and alarms;

- 11.1.14 to advise the Council at the earliest opportunity and in all events prior to commencement of promotion and publicity being issued by the Council for the Production, of any legal or audience-welfare sensitivities in the content of the Production, for example, depictions of violence, strobe lighting, age-appropriate content, potentially offensive language or content, nudity or sexually explicit content; and
- 11.1.15 to comply with all applicable employment laws in respect of the staff, including performers, stage crew, and any person employed by the Company in relation to any Productions. The Company shall ensure that any contracts, either employment or under a self-employed basis contain the parties legal rights and responsibilities, and promote a respectful and productive work environment, noting that breach of this clause would be deemed a material breach under clause 19.2.1, which could result (at the Council's sole discretion) in termination under clause 19.6.2. The Company shall immediately notify the Council of any complaints made by the staff or other third parties to the Company that relate to the conditions of this clause 11.1.15.
- 11.2 Without prejudice to any other obligation undertaken by the Company under this Agreement, the Company acknowledges and accepts that it shall require its personnel to respect the dignity and autonomy of each other and all Council staff and personnel with whom they interact while working on, or otherwise participating in, the Productions.
- 11.3 The Company accepts that no liability will be accepted by the Council for the loss of, theft of or damage to any personal belongings of any member of the Company's personnel or Company invitees to the Venue and the Company shall advise all Company personnel that they are personally responsible for their personal belongings at the Venue.
- 11.4 The Company acknowledges and agrees that the Council is obliged to comply with the requirements of the Procurement Act 2023, including the publication of notices such as contract performance notices and termination notices, and shall provide the Council with any and all reasonably requested assistance in respect of such compliance at its own cost.
- 12. SAFEGUARDING**
 - 12.1 The Company shall ensure that each Production and performances under it are suitable for the advertised and agreed age range.
 - 12.2 The Company shall ensure that any young people or vulnerable adults performing in the Productions have adequate licensed chaperones and will bear the cost of such.
 - 12.3 The Company will be responsible for the safety and adequate supervision of any young people and vulnerable adults performing in the Productions.
 - 12.4 The Company shall obtain Enhanced DBS certificates for all chaperones required under Clause 12.2, and standard DBS checks for all other visiting Production staff and cast (above the age of 16) in respect of a Production Run.

12.5 The Company shall:

12.5.1 provide the Council with an up-to-date copy of its safeguarding policy;

12.5.2 comply with and assist the Council in complying with any safeguarding policy the Council may implement from time to time (the “**Council’s Safeguarding Policy**”). In the event of a conflict between the Company’s safeguarding policy and the Council’s Safeguarding Policy, the terms of the Council’s Safeguarding Policy shall prevail.

12.6 The Company shall immediately notify the Council of any information that it reasonably requests to enable it to be satisfied that the obligations of this Clause 12 have been met.

13. HAZARDS, FIRES AND ELECTRICAL GOODS

13.1 The Company’s risk assessment required under Clause 4.6 shall detail any materials or actions that might introduce a hazard or increase risk at the Venue. This includes but is not limited to smoke machines, pyrotechnics, lighted candles, replica firearms, sword fighting and other stage combat.

13.2 The Company shall comply with all fire laws and regulations relating to the use of combustible materials in the construction of any set or props, and all regulations appertaining to the use of firearms and pyrotechnic devices.

13.3 The Company shall not block or impede any fire exits, gangways and doorways at the Venue.

13.4 All scenery, woodwork, cloths, fabrics, decorations or curtains provided by the Company must be rendered non-inflammable and so maintained; failing which, the use thereof is prohibited. Any flammable materials that have been flame-proofed require satisfactory certification and documentation.

13.5 No compressed gas or inflammable substance shall be brought into, or used in, the venue except with the consent of the Venue Manager.

13.6 In no case will naked flames be permitted in any part of the Venue without prior consent of the Venue Manager.

13.7 The Company shall comply with all applicable laws and regulations relating to electrical equipment and safety. Any mains electrical items provided by the Company must have a valid Portable Appliance Test (PAT) Certificate less than 6 months old and shall be made available for inspection by the Venue Manager.

13.8 The Council reserves the right to impose such further, or other, conditions which, having regard to the particular performance it may consider necessary in the interest of public safety.

14. NO SMOKING POLICY

Smoking and/or vaping is strictly forbidden throughout the Venue including external areas at all times. The Company shall procure that its personnel and any cast members of a Production comply with this policy.

15. WARRANTIES AND INDEMNITY

15.1 The Company warrants and represents to the Council that:

- 15.1.1 where it is a company, it is validly incorporated and has full capacity and authority to enter into and to perform this Agreement;
- 15.1.2 this Agreement is executed by its duly authorised representatives;
- 15.1.3 that it has not entered into any other agreement with any other person that would prevent, preclude or interfere in any way with its ability to perform the Productions at the Venue in accordance with this Agreement;
- 15.1.4 it has not and will not book any other performances or appearances within 30 miles of the Venue and not within a twelve (12) week period either before or after a Production and it will not do so without the express agreement of the Council (at its absolute discretion);
- 15.1.5 it owns or has otherwise secured (or will secure) all rights necessary to entitle it to publicly perform the Productions at the Venue and that no performances of the Productions will infringe intellectual property rights, including without limitation copyright and performers' rights, of any person;
- 15.1.6 it holds (or will hold) current licenses for any specific content of the performances included in the Productions (e.g. the showing of a film, use of a replica gun, stage fighting) and will make these available to the Council on request;
- 15.1.7 no part of the Productions or (as applicable) any promotional and publicity content and material supplied by the Company to the Council shall be:
 - (a) defamatory of any person;
 - (b) in breach of the intellectual property rights of any person;
 - (c) in breach of the privacy rights of any living individual;
 - (d) in breach of a duty of confidentiality express or implied owed to any person;
 - (e) in breach of the provisions of the Theatre Act 1968;
 - (f) nor shall it be in contempt of court;
- 15.1.8 the performances of the Productions will not be dangerous or harmful to Council staff, audiences and other participants;

- 15.1.9 at all times for the purposes of this Agreement it has no reason to believe that any person who is or will be employed or engaged by the Company in the provision of the Productions is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time;
- 15.1.10 all written statements and representations in any written submissions made by the Company as part of the procurement process for this Agreement, including, as applicable and without limitation, its responses to the Council's Tender and the Company's Tender and any other documents submitted remain true, accurate and not misleading, save to the extent that such statements and representations have been superseded or varied by this Agreement or to the extent that the Company has otherwise disclosed to the Council in writing prior to the execution of this Agreement.
- 15.2 The Council hereby warrants to the Company that:
 - 15.2.1 it has full legal right and entitlement to enter into this Agreement; and
 - 15.2.2 the Venue is licensed for the provision of public entertainment and theatre (and the Company may, on request to the Venue Manager, inspect such licence);
 - 15.2.3 it has not entered into any other agreement with any other person that would prevent, preclude or interfere in any way with the use of the Venue by the Company in accordance with this Agreement.
- 15.3 The Company shall indemnify and keep indemnified the Council against any and all Losses made by or incurred by the Council arising from a breach by the Company of any of the warranties made by it to the Council under this Agreement and/or by any breach by the Company of any of its obligations under this Agreement.

16. INSURANCE

- 16.1 The Company shall at its own cost effect and maintain with a reputable insurance company a policy or policies of insurance in respect of all risks which may be incurred by the Company (including, as a result of the acts of omissions of all staff, performers, volunteers and any third-parties engaged by it in respect of the Production) staff arising out of the Company's performance of this Agreement, including death or personal injury, loss of or damage to property or any other loss, which shall include, without limitation, the following levels of minimum cover during the period from or prior to the Get In Date to the Get Out Date for each Production:
 - 16.1.1 public liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims;

16.1.2 employers' liability insurance with a minimum limit of five million pounds (£5,000,000) (unless a higher minimum limit is required by law) for each individual claim;

16.1.3 any other insurance required to meet its obligations under applicable law,

the **Required Insurances**.

16.2 The Company shall, at least six weeks in advance of the Get In Date of a Production, provide the Council with a copy of all insurance policies referred to in this Clause, a broker's verification of insurance to demonstrate that the Required Insurances are in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

16.3 For the avoidance of doubt, the Council reserves the right to cancel a Production (in whole or part) for breach in accordance with Clause 19 if satisfactory evidence of insurance cover cannot be produced and the Council shall not be liable to the Company for any Losses resulting from such the cancellation.

16.4 The Company will notify the Council as soon as possible if any insurance policies have been, or are due to be, cancelled, suspended, terminated or not renewed.

16.5 The terms of any insurance or the amount of cover shall not relieve the Company of any liabilities under this Agreement.

17. LIMITATION OF LIABILITY

17.1 Neither Party shall be liable to the other Party, whether in contract, tort (including negligence and breach of statutory duty), or otherwise, for any loss of profits (excluding loss of income from ticket sales), loss of agreements or contracts, loss of anticipated savings, loss of or damage to goodwill or any special, indirect or consequential loss arising under or in connection with this Agreement.

17.2 The Council's liability in respect of cancellation payments shall be as detailed in Clause 19.4 and capped pursuant to clause 19.5.

17.3 Each Party shall at all times take all reasonable steps to minimise and mitigate any Losses arising out of or in connection with this Agreement.

17.4 Notwithstanding any other provision of this Agreement neither Party limits or excludes its liability for:

17.4.1 fraud or fraudulent misrepresentation;

17.4.2 death or personal injury caused by its negligence (or the negligence of its personnel, agents or subcontractors);

17.4.3 breach of any obligation as to title implied by statute; or

17.4.4 any other liability for which may not be limited under any applicable law.

18. FORCE MAJEURE EVENTS AND CANCELLATIONS

18.1 Provided it has complied with the remaining provisions of this Clause 18, if a Party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations.

18.2 The Affected Party shall, as soon as reasonably practicable:

18.2.1 after the start of the Force Majeure Event, notify the other Party in writing of the Force Majeure Event and the impact of the event on its ability to perform any of its obligations under this Agreement;

18.2.2 use all reasonable endeavours to mitigate the adverse effects of the Force Majeure Event;

18.2.3 subject to Clause 18.3, notify the other Party after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under this Agreement.

18.3 If the Force Majeure Event prevents a performance or performances from taking place (whether comprising the whole or part of a Production Run), (a "**Force Majeure Cancellation**") the Parties shall negotiate in good faith and agree in writing either:

18.3.1 to cancel the Production with immediate effect and, subject to payment of any sums due to the other Party under this Agreement prior to the date of the Force Majeure Cancellation, each Party shall bear all of their respective costs under or in connection with this Agreement up to the date of termination; or

18.3.2 to continue with this Agreement on such terms as are agreed in writing between the Council and the Company (both Parties acting in good faith), including, without limitation, in respect of minimising the financial impact of the Force Majeure Cancellation on both of them, adjustments to the fee structure, and reducing and/or the deferral and rescheduling of the Production, but neither Party shall be obliged by this Clause to agree to a deferral and rescheduling of the Production,

and the Parties may decide at time of Force Majeure Cancellation whether to operate option (a) or (b) above.

19. OTHER GROUNDS FOR CANCELLATION, TERMINATION AND EXPIRY OF THE AGREEMENT

19.1 The Parties shall use all reasonable endeavours to avoid cancellation of any part of a Production, but should it be deemed necessary, the Party cancelling a performance or

performances will notify the other Party as soon as reasonably possible, giving reasons for the decision.

19.2 Without affecting any other right or remedy available to it, the Council may cancel a Production (in whole or part) with immediate effect or on the expiry of the period specified in the termination notice, by giving written notice to the Company if one or more of the following circumstances occurs or exists:

19.2.1 the Company commits, in the reasonable opinion of the Council, a material breach of any term of (including without limitation, any warranty given under) this Agreement and (if, in the reasonable opinion of the Council, such breach is remediable) fails to remedy that breach within a period of 28 days after being notified to do so or such other period as is specified in the notice that the Council deems reasonable having regard to the nature of the breach and the scheduling of performances;

19.2.2 the Company has committed a Prohibited Act and the Council gives notice under Clause 21.4.4(b);

19.2.3 the Company takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

19.2.4 the Company suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business;

19.2.5 the Company's financial position deteriorates to such an extent that the Council's reasonable opinion is that its capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy;

19.2.6 a key individual or performer of the Company dies or, by reason of illness or incapacity (whether mental or physical) is incapable performing their role, and, in the opinion of the Council, have regard to the key characteristics and commercial aspects of a Production, it would not be reasonable to replace such person,

each a **"Company Default"**.

19.3 The Council may cancel a Production (in whole or part) by giving written notice to the Company of the following circumstances:

- 19.3.1 on the expiry of a reasonable period, as specified in the notice, where the Venue is required, on a date falling within a Production Run, for the purpose of a Parliamentary, County Council or District Council election;
 - 19.3.2 with immediate effect, if there has been a breakdown of water, gas or electricity supply, water leakage or any accident, incident, or occurrence, requiring the closure of the building, other than as a consequence of a Force Majeure Event,
- each a **“Council Cancellation Event”**.

19.4 Cancellation Payments

- 19.4.1 Subject to the Company’s obligation to mitigate its Losses under Clause 17.3 or any other provisions of this Agreement or any agreement between the Parties in respect of rescheduling a performance or performances in a Production Run, if the Council cancels a Production (in whole or part) due to a Council Cancellation Event or otherwise cancelled by the Council due to other circumstances (i.e. required refurbishment works), the Council shall be liable to compensate the Company’s unavoidable and proven Losses arising from such cancellation provided that such **“Compensation”** shall be capped in the aggregate as follows:
 - (a) more than 120 days from the performance date – no compensation payable to Company;
 - (b) between 119-90 days from the performance date – capped at **25%** of the Cancellation Sum;
 - (c) between 89-60 days from the performance date – capped at **50%** of the Cancellation Charge;
 - (d) between 59-30 days from the performance date – capped at **75%** of the Cancellation Sum;
 - (e) 29 days or less from the performance date – capped at **100%** of the Cancellation Sum,

where references above to “performance date” are, in the case of more than one performance, to the first performance date within a Production Run, and:

- (f) where cancellation of the whole of a Production occurs before the first performance any payments under this Agreement shall not apply and the Compensation payment shall be paid in full satisfaction of the Council’s liability for the cancellation under this Agreement; or
- (g) where cancellation occurs after the first performance or relates to part of a Production Run, the Compensation payment(s) shall be set-off against and deducted first from any share of Net Box Office Receipts payable to the Company under this Agreement,

and for the avoidance of doubt the Company's share of sales revenue from programme sales (if any) shall be payable by the Council in addition to any other Compensation or sums payable.

19.4.2 Without prejudice to any other rights and remedies available to the Council under this Agreement or otherwise, if the Council cancels a Production (in whole or part) due to a Company Default:

- (a) where the Production is cancelled before the first performance the Company forfeits all rights to payment;
- (b) subject to sub-clause (c), where the Production is cancelled after a performance has occurred:
 - (i) any Losses suffered by the Council in respect of such cancellation (including reasonable administration costs in respect of such cancellation) shall be set-off and deducted from any Net Box Office Receipts achieved; and
 - (ii) the Company's entitlement to a share of any remaining Net Box Office Receipts shall be discussed by the Parties and determined by the Council on an equitable basis, having regard to commercial and other relevant factors such as the extent to which the Company's performance of the Agreement was satisfactory prior to the Company Default, the nature and adverse impact of the Company Default to the Venue and/or Council (including reputational harm / adverse publicity), provided that the Council shall not be obliged to share any remaining portion of the Net Box Office Receipts in a manner that is more favourable to the Company than was provided for under Clause 8.3 (which shall otherwise not apply);
- (c) for the avoidance of doubt, the Company shall be entitled to its share of any revenue from the sale of its programmes under the terms of this Agreement.

19.5 Cancellation Sum

The Council's maximum aggregate liability under this Agreement for cancellation of a Production (or any performance or performances forming part of a Production) in accordance with Clause 19.4.1 (re Council Cancellation Events) is £50,000.

19.6 Termination of the Agreement

19.6.1 The Agreement shall expire on the Expiry Date (or as extended under clause 2.2) unless terminated earlier in accordance with this Agreement, subject to the Parties having settled all payments due and the Company having fulfilled all of its obligations in respect of exit from the Venue including, where applicable, in respect of getting out of the Venue in the manner required.

19.6.2 Subject to clause 19.6.4, the Council may terminate this Agreement with immediate effect by giving written notice to the Company if the Company commits a Company Default under clause 19.2, whereby clause 19.4.2 shall apply if termination results in the cancellation of a Production.

19.6.3 Subject to clause 19.6.4, the Council may terminate this Agreement, in whole or in part, without penalty by serving notice on the Company where pursuant to section 78(2) of the Procurement Act 2023:

- (a) the Council considers that the Agreement was awarded or modified in material breach of the Procurement Act 2023 or regulations made under it;
- (b) the Company has, since the award of the Agreement, become an excluded supplier or excludable supplier (including by reference to an associated person) under section 57 of the Procurement Act 2023, and the Council considers that the exclusion ground is continuing or likely to apply in the future.

19.6.4 In the event clause 19.6.5 applies, the Council shall be required to:

- (a) notify the Company of its intention to terminate,
- (b) specify which termination ground applies and why the Council has decided to terminate the Agreement,
- (c) give the Company reasonable opportunity to make representations about:
 - (i) whether a termination ground applies; and
 - (ii) the Council's decision to terminate.

19.6.5 For the avoidance of doubt, the following provisions of the Agreement shall survive the expiry or earlier termination of the Agreement and continue in full force and effect: clauses 16 (Insurance), 17 (Limitation of Liability), 19 (Cancellation & Termination), 20 (Dispute Resolution), and 21 (Miscellaneous).

20. DISPUTE RESOLUTION

20.1 If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it (**Dispute**) the Parties shall follow the procedure set out in this Clause:

- 20.1.1 either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the senior representatives of the Parties shall attempt in good faith to resolve the Dispute; and
- 20.1.2 if the senior representatives are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the Parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator shall be nominated by

CEDR. To initiate the mediation, a Party must serve notice in writing (**ADR notice**) to the other Party to the Dispute, requesting a mediation. The mediation will start not later than 30 days after the date of the ADR notice.

- 20.2 The commencement of mediation shall not prevent the Parties commencing or continuing court proceedings in relation to the Dispute under Clause 21.17 which clause shall apply at all times.

21. MISCELLANEOUS PROVISIONS

21.1 Data Protection

- 21.1.1 Any 'personal data' (as defined in Data Protection Legislation) about any living individual provided by one Party to the other Party to this Agreement shall be processed by the recipient Party only for the purposes of performing this Agreement and/or for the legitimate purposes of the conduct of the recipient Party's business.
- 21.1.2 Each Party shall be the data controller in respect of personal data collected by them for the purposes of performing this Agreement and each Party shall be a data processor in respect of personal data about living individuals provided to them by, or by any other person on behalf of, the other Party. In particular, the Parties acknowledge that, in respect of any personal data in the promotional materials provided by the Company pursuant to Clause 10.4, the Council is data processor and the Company is data controller, and the Council agrees to only process such personal data, as set out in the Schedule 50 (Data Processing), on the instructions of the Company and in accordance with the obligations placed on data processors under Data Protection Legislation.
- 21.1.3 All personal data about living individuals collected and / or processed by either Party to this Agreement shall be collected and processed strictly in accordance with the requirements of the Data Protection Legislation and, where disclosed to any third-party, it will be strictly on the basis that such third-party will process that personal data in a manner compliant with that legislation.
- 21.1.4 Both Parties agree to facilitate each other promptly in the event of a disclosure or any other legitimate request being made of either of them as a data controller in respect of personal data processed by them on behalf of the other.

21.2 Confidentiality

- 21.2.1 Subject to Clause 21.2.2 below, the Parties shall keep confidential all matters relating to this Agreement and shall use all reasonable endeavours to prevent their representatives from making any disclosure to any person of any matters relating hereto.
- 21.2.2 Clause 21.2.1 shall not apply to any disclosure of information:

- (a) which the other Party confirms in writing is not required to be treated as confidential information;
- (b) which is obtained from a third party who is lawfully authorised to disclose such information without any obligation of confidentiality;
- (c) which a Party is required to disclose by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable law provided that:
 - (i) Clause 21.3.2 shall apply to any disclosures required under the FOIA or the EIRs;
 - (ii) subject to sub-clause (i) of this Clause and to the extent it is legally permitted to do so, it gives the other Party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Clause, it takes into account the reasonable requests of the other Party in relation to the content of such disclosure;
- (d) which a Party discloses to a UK law enforcement agency (without the need to first inform the other Party of such disclosure) provided that it has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under UK law;
- (e) which is in or enters the public domain other than through any disclosure prohibited by this Agreement;
- (f) which a Party can demonstrate was lawfully in its prior to receipt from the other Party;
- (g) which is disclosed by the Council on a confidential basis to any central government or regulatory body;
- (h) to enable an audit or the determination of a dispute; or
- (i) which is disclosed by the Council in accordance with Clause 21.2.4 re 'Transparency Requirements'.

21.2.3 A Party may disclose the other Party's confidential information to those of its representatives who need to know such confidential information for the purposes of performing or advising on the Party's obligations under this Agreement, provided that:

- (a) it informs such representatives of the confidential nature of the information before disclosure; and
- (b) it procures that its representatives shall comply with the obligations set out in this Clause as if they were a party to this Agreement;

- (c) at all times it is liable for the failure of any representatives to comply with the obligations set out in this Clause 21.2.3.

21.2.4 Notwithstanding any other term of this Agreement the Company hereby confirms that it understands that the Council routinely publishes local spending data in relation to invoices, grant payments, expenses payments and other transactions over £500, including details of contracts and tenders over £500, in accordance with the prevailing 'Local Government Transparency Code' and the Local Government (Transparency Requirements) (England) Regulations 2015 and is required to publish information about contracts and contract opportunities in accordance with UK public procurement legislation (together the "**Transparency Requirements**") and agrees that the Council may therefore publish details (in accordance with the Transparency Requirements) of this Agreement with the Company and will comply with any reasonable request from the Council (at no additional cost to the Council) in order to assist the Council in complying with its transparency commitments.

21.3 Freedom of information and Transparency

21.3.1 The Company acknowledges that the Council is subject to the requirements of the FOIA and the EIRs. The Company shall:

- (a) provide all necessary assistance and cooperation (at the Company's expense) as reasonably requested by the Council to enable the Council to comply with its obligations under the FOIA and EIRs;
- (b) transfer to the Council all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within two (2) Working Days of receipt;
- (c) provide the Council with a copy of all 'information' (having the meaning given under section 84 of FOIA) belonging to the Council requested in the Request for Information which is in its possession or control in the form that the Council requires within five (5) Working Days (or such other period as the Council may reasonably specify) of the Council's request for such Information; and
- (d) not respond directly to a Request for Information unless authorised in writing to do so by the Council.

21.3.2 The Company acknowledges that the Council may be required under the FOIA and EIRs to disclose Information (including commercially sensitive information) without consulting or obtaining consent from the Company. The Council shall take reasonable steps to notify the Company of a Request For Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA and the

Code of Practice on the discharge of the obligations of public authorities under the EIR, issued under Regulation 16 of EIR or any replacement codes), to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) the Council shall be responsible for determining in its absolute discretion whether any Confidential Information, commercially sensitive information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

21.4 Prohibited Acts

- 21.4.1 The Company represents and warrants that neither it, nor any of its personnel has committed a (a “**Prohibited Act**”).
- 21.4.2 The Company shall promptly notify the Council if at any time prior to the Get Out Date its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranty set out in Clause 21.4.1 at the relevant time.
- 21.4.3 The Company shall (and shall procure that its personnel shall):
 - (a) not commit a Prohibited Act;
 - (b) not do, suffer or omit to do anything that would cause the Council or any of the Council's employees, consultants, contractors, subcontractors or agents to contravene any applicable laws relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010 or otherwise incur any liability in relation to such laws and guidance;
 - (c) notify the Council if it becomes aware of any breach of Clause 21.4.3(a) or Clause 21.4.3(b), or has reason to believe that it or any person associated with it has received a request or demand for any undue financial or other advantage in connection with performance of this Agreement.
- 21.4.4 If the Company is in breach of this Clause 21.4 the Council may by notice:
 - (a) require the Company to remove from performance of this Agreement any of its personnel whose acts or omissions have caused the breach; or
 - (b) immediately cancel the Production.
- 21.4.5 Any notice served by the Council under Clause 21.4.4 shall specify the nature of the Prohibited Act, the identity of the person who the Council believes has committed the Prohibited Act and the action that the Council has elected to take (including, where relevant, the date on which this Agreement shall terminate).

21.5 Conflicts of Interest

- 21.5.1 Acting always in the best interest of the Council, the Company shall take appropriate steps to ensure that neither the Company nor any of the Company's staff and/or representatives are placed in a position where (in the reasonable opinion of the Council), there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Company or its staff and/or representatives and the duties owed to the Council under this Agreement.
- 21.5.2 The Company shall notify the Council and (subject to any overriding duty of confidentiality) provide full particulars to the Council immediately on becoming aware of any possible conflict of interest referred to in clause 21.5.1 (or any other conflict between the interests of the Council and the Company or any other person to whom services are provided by the Company) which may arise or potentially arise or which may have reasonably been reasonably foreseen as arising.
- 21.5.3 The Company shall immediately take all reasonable action to remove or avoid the cause of any such conflict of interest to the satisfaction of the Council.
- 21.5.4 The Company shall provide all reasonable assistance that the Council may require in order to review and update any conflicts assessment that may have been completed in accordance with Part 5 (Conflicts of Interest) of the Procurement Act 2023.
- 21.5.5 The Council reserves the right to terminate this Agreement immediately by giving notice in writing to the Company and/or to take such other steps it deems necessary where, in the reasonable opinion of the Council, there is or may be an actual conflict, or a potential conflict, between the interests of the Company and the duties owed to the Council under the provisions of the Agreement. The actions of the Council under this clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Council.
- 21.5.6 The provisions of this clause 21.5 (Conflicts of Interest) shall apply during the Term and for a period of two (2) years after termination or expiry (howsoever caused).

21.6 Assignment and sub-letting

Neither Party shall be entitled to assign the benefit of or delegate their obligations under this Agreement to any third party unless with the written agreement of both Parties.

21.7 Waiver

- 21.7.1 A waiver of any right or remedy under this Agreement is only effective if it is in writing and it applies only to the Party to whom the waiver is addressed and to the circumstances for which it is given.
- 21.7.2 A failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or

remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

21.8 Rights and remedies

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are cumulative, and in addition to, and not exclusive of, any rights or remedies provided by law.

21.9 Severance

21.9.1 If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

21.9.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.

21.10 No partnership or agency

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another party, nor authorise any Party to make or enter into any commitments for or on behalf of any other party.

21.11 Third party rights

This Agreement does not confer any rights on any person or party (other than the Parties to this Agreement and (where applicable) their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

21.12 Notices

21.12.1 A “notice” given to a Party under or in connection with this Agreement shall be in writing and sent to the Party at the address given in Clause 21.12.2 or notified by that Party in writing to the other Party.

21.12.2 Each Party’s address and contact details shall be as follows unless otherwise notified from time to time:

COUNCIL:

NAME: PHIL BARKER

ADDRESS: ABBEY HOUSE, ABBEY CLOSE, ABINGDON OX14 3JE

EMAIL: PHILBARKER@SOUTHANDVALE.GOV.UK

COMPANY:

NAME: DARREN MADDISON

ADDRESS: 1-4 LONDON ROAD, SPALDING, LINCS, PE11 2TA

EMAIL: DARREN@POLKADOTPANTOMIMES.CO.UK

21.12.3 This Clause 21.12.3 sets out the delivery methods for sending a notice to a Party under this Agreement and, for each delivery method, the date and time when the notice is deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the address;
- (b) if sent by pre-paid first class post or other next working day delivery service, at 9.00am on the second Working Day after posting or at the time recorded by a delivery service providing proof of delivery;
- (c) if sent by pre-paid airmail, at 9.00am on the fifth Working Day after posting or at the time recorded by a delivery service providing proof of delivery; or
- (d) if sent by email, at the time of acknowledgement of receipt by the recipient or the recipient's email service.

21.12.4 If deemed receipt under clause 21.12.3 would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. In this Clause 21.12.4, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

21.12.5 This Clause 21.12 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

21.13 Further assurance

At its own expense, each Party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement.

21.14 Entire agreement

21.14.1 This Agreement, and any documents referred to in it, constitute the whole agreement between the Parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

21.14.2 Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

21.15 Amendments

Any amendments or variations to this Agreement must be evidenced in writing and signed by both Parties.

21.16 Counterparts

21.16.1 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

21.16.2 Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. If email delivery is adopted, without prejudice to the validity of the agreement thus made, each Party shall provide the other with the original of such counterpart as soon as reasonably possible thereafter (unless otherwise agreed).

21.16.3 No counterpart shall be effective until each Party has executed at least one counterpart.

21.17 Governing law and jurisdiction

21.17.1 This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

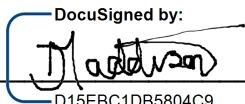
21.17.2 Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This Agreement has been entered into as a Deed on the date stated at the beginning.

EXECUTED as a DEED
by **POLKA DOT PANTOMIMES LTD**
acting by and under the signature of:

Director

Name: Darren Maddison

Signature:  DocuSigned by:
D15EBC1DB5804C9...

In the presence of:

Witness

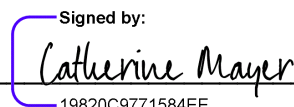
Name: Catherine Mayer

Address:

2 Hatfield Court

Hampton Gardens

Peterborough PE7 8RT

Signature:  Signed by:
19820C9771584EE...

**THE COMMON SEAL of SOUTH
OXFORDSHIRE DISTRICT COUNCIL** is
hereunto affixed under the authentication of:

 Signed by:
974671D6008849E...

Name: Gillian Mason

The Officer appointed for this purpose



ES40/25

Sealed By: South Oxfordshire and Vale of White Horse Legal Services
Sealed Time: 7/24/2025 9:41:43 AM BST

Schedule 1 Specification

Context / Background

South Oxfordshire District Council is seeking an experienced pantomime production company to produce and deliver an appealing, high quality annual pantomime for the next three years 2025 - 2027, (with an option to extend for a further two years 2028-2029) at Cornerstone Arts Centre.

Cornerstone Arts Centre is a fully accessible, contemporary multi-use arts centre located in Didcot, South Oxfordshire. Built in 2008 it boasts a stunning contemporary design and houses an art gallery, dance studio, two multi-purpose spaces, café bar and a 220-seat auditorium.

The artistic programming is a mix of professional performances, including top name comedians, music, cabaret, theatre, children's theatre and local community performances. There is also a strong participatory programme of visual arts, dance and acting classes for children and adults and the spacious art gallery holds between six and nine exhibitions a year.

Since Cornerstone opened in 2008 it has consistently presented an annual Christmas show including three co-productions. In 2024 the first Christmas pantomime 'Cinderella' was staged. The feedback from the audience was incredibly positive and this was reflected in the audience attendance which exceeded expectations for it's first year.

Building on this success, the Council's ambition is to enter into a multi-year contract with an experienced pantomime provider who will work collaboratively with Cornerstone Arts Centre to deliver a high-quality pantomime that builds audience numbers, community engagement, increases the production run and financial return and establishes Cornerstone as a key feature of Oxfordshire's Festive Celebrations.

Key Objectives

- **High Quality Pantomime:** Provide a high-quality theatrical experience for families which delivers a captivating and engaging pantomime that appeals to a wide range of ages, from young children to adults.
- **Attract a broad audience demographic,** including families and schools who may not typically engage with the arts centre's programming and establish a loyal following for Cornerstone's annual pantomime, attracting returning audiences year after year.
- **Revenue Growth** – to build the pantomime year on year to increase financial return for Cornerstone in terms of a competitive deal and lengthening of the production run year on year.
- **Provide opportunities for local talent,** including young people, to participate in the production and contribute to the creative process

Specific Objectives:

Provision of the following:

- The production and delivery of a minimum of 22 performances at the venue in December of each year (dates to be agreed) to include the period between Christmas and New Year.
- The potential and capacity to increase the number of performances year on year (to include schools' performances) for the duration of the contract.
- Professional performers and support staff
- Stage and technical crew, and all necessary support staff e.g. chaperones, administrators, photographers
- Directors, writers, choreographers and musical directors
- Wardrobe, scenery, properties and band parts and any technical equipment and facilities in excess of the technical requirements as laid out in the technical specification in schedule.
- Music tracks, script and musical arrangements
- Necessary permissions including payment of authors, publishers, composers' fees or royalties and PRS. Refer to clause 7.3 of the contract
- Young company of local young performers under the age of 18
- All assets for print and digital advertising and promotion including logos, titles, productions photographs and design material
- Full collaboration with the venue and timely provision of information to the venue such as production schedules, technical specs, marketing information and attendance at any associated meetings.
- Public appearances by cast members at agreed events

Desired

- Provision of Programmes for sale in the venue

Out of scope for the company (to be provided by Cornerstone)

- Provision of venue and support staff (front of house, box office, cafe bar and technical)
- Technical staff provision comprises of one supervising technician for the performance run and two technicians for the get in and get out, production days, technical and dress rehearsals.
- All marketing and publicity print and advertising for the pantomime
- Provision of box office and ticketing facilities
- Provision of merchandise and ancillary sales
- Rehearsal space from December onwards up to a maximum of two weeks unless otherwise agreed in advance with the Venue Manager.

Budget

- The Council is looking for a box office split with the Company.
- The Council will not pay a guarantee or any upfront costs.

Schedule 2 Pricing Schedule

The Net Box Office Receipts shall be split between the Council and the Company in the following percentages:

| Year | % to the Council | % to the Company |
|------------|------------------|------------------|
| 1 – 2025/6 | 29% | 71% |
| 2 – 2026/7 | 30% | 70% |
| 3 – 2027/8 | 31% | 69% |

The percentage split for any extensions shall be as per Year 3 above unless otherwise agreed in writing by the Parties.

The Company is responsible for its expenses in respect of all Productions provided under this Agreement and the Council will not pay for any additional costs incurred by the Company.

Schedule 3 Production Details

The Parties shall agree the details for the proposed production by 1 November (or nearest Working Day) of each year of the Agreement in the format contained in this Schedule 3, which shall be deemed incorporated into this Agreement.

The Parties shall agree any amendments required to these production details in accordance with clause 21.15.

1. Production Name and Writer

- 1.1. The stage production has the working title '[]'.
- 1.2. The writer/author of the Production is [].
- 1.3. The Writer's Share of the Gross Box Office Receipts shall be [%].

2. Production Dates

2.1. The Production shall comprise the following:

- [provision of all scenery, props, and costumes by the Company;
- professional cast of xx actors;
- Production Manager, Stage Manager, Assistant Stage Manager, Wardrobe Person;
- professional director, choreographer, and musical director;
- script and musical arrangements;
- professional music tracks;
- organisation and delivery of junior ensemble auditions and rehearsals including all required licensing and chaperone schedules in accordance with Clause 12.]

*Amend as appropriate

2.2. The Parties have agreed the following Get In Date and Get Out Dates:

Get In Date: [].

Get Out Date: [].

2.3. The Production Run shall be for the period commencing [] to [] (inclusive).

- 2.4. The Company agrees to perform at the Venue during the Production Run on the following dates and at the following times:

| Date | Morning | Afternoon | Evening |
|------|---------|-----------|---------|
| | | | |
| | | | |

3. Access to the Venue

- 3.1. The Council will reserve access for the Company to the Venue for the purposes of get-in at such times as are agreed in writing with the Technical Co-ordinator.
- 3.2. The Council will reserve access for the Company to the Venue for the purposes of get-out at such times as are agreed in writing with the Technical Co-ordinator.

4. Venue Facilities

- 4.1 The Council has agreed to provide the following audition, rehearsal and dressing room space:
- Audition: [describe allocation]
 - Rehearsal: [describe allocation]
 - Dressing room space: [describe allocation]

5. Company Technical Requirements

The following items are agreed, and may be supplemented by further agreement in accordance with Clause 4.6:

- [list / describe requirements]
- [list / describe requirements]
- [list / describe requirements]

6. Use of Venue Equipment and Props

The Company shall be entitled to use, without additional charge, the following items of Council equipment and props (where applicable) located at the Venue as detailed in Schedule 4

- [list equipment / props]
- [list equipment / props]

- [list equipment / props]

7. Ticket Prices and Complimentary Tickets

7.1. The Parties agree that ticket prices for the Production shall be as follows:

- £[] full price live
- £[] concession

7.2. The Council shall issue [] complimentary tickets to the Company [for the opening night of the Production] **OR** [for each performance] and in the event that any complimentary tickets are not required the Company will promptly advise the Council so that any unused tickets can be released for sale at least 48 hours before the performance.¹

8. Company's Publicity and Promotion Commitments

8.1. The Company agrees to support the publicity and promotion for the Production, and as a minimum commitment in this regard shall be to:

8.1.1 [promote the Production on the Company's own website and social media channels, promotions starting no later than [16] weeks prior to the opening performance of the Production;

8.1.2 work with the Council to create a finalised marketing plan;

8.1.3 provide quality digital artwork and images to the Council for the creation of publicity material no later than [xxxx];

8.1.4 arrange a professional photo shoot and video of cast for publicity materials and web/social media assets;

8.1.5 provide weekly social media content (live and/or pre-recorded) including "42nstagram takeovers", social media posts from the cast starting no later than 6 week prior to the opening performance of the Production'

8.1.6 cast members to be involved in the Christmas fair in Didcot in December of each year;

8.1.7 supply designed and printed programmes for sale during the Production Run in accordance with Clause 5.1.2;

8.1.8 in all other respects the Company shall do whatever it reasonably can (without being required to incur additional expense) to support the promotion and publicity of the Production.]

¹ Amend for the preferred option or as otherwise agreed.

***Amend as appropriate**

- 8.2. [All posters and flyers submitted for use by the Council in the publicity and promotion of the Production shall be Venue-specific and no generic 'tour' posters or flyers shall be used (unless this is agreed in writing and in advance with the Council).]
- 8.3. [The Company shall carry out publicity postering for the Production in a manner that complies with local byelaws and does not constitute a littering offence or unlawfully deface any building or structure. The Company shall hold the Council harmless from any liability, to include without limitation fines or other financial penalties, imposed on the Council for the breach of obligations by the other under this sub-clause.]

Schedule 4 Cornerstone Technical Specification

CORNERSTONE TECHNICAL SPECIFICATION 2025



CORNERSTONE ARTS CENTRE

TECHNICAL SPECIFICATION 2025



Cornerstone is a professional arts, culture and entertainment venue in the heart of Didcot. Opened in 2008, we present a high-quality programme of live performance, participatory activities, exhibitions and outreach work that meets the needs and enhances the experiences of our local community and beyond. Cornerstone comprises a 217-seat auditorium, café bar, gallery, workshop spaces and dance studio, perfect for dance and arts activities, as well as meetings and other corporate events.

Please find enclosed our technical Information - should you have any questions, please do not hesitate to contact one of our team.

Cornerstone is brought to you by South Oxfordshire District Council.

CORNERSTONE TECHNICAL SPECIFICATION 2025



Postcodes & What3Words

Main (public) entrance: **OX11 7NE** or **patching.spray.bench**

Stage door, loading bay and parking: **OX11 8RG** or **call.attaching.expressed**

A document containing more detailed directions can be supplied on request.

Parking & Loading

We have a small loading bay that can accommodate approx. 8 cars or an equivalent amount of larger vehicles such as LWB vans or rigid trucks.

Extremely large vehicles (such as articulated lorries) will be unable to park in our loading bay, and alternative arrangements will need to be made – please contact the Technical Co-ordinator if you believe this presents a problem for your production.

Access to the loading bay can be granted by calling the Cornerstone Duty Manager on **07801 203544** upon arrival. Parking for all non-essential crew or additional personnel is via nearby public car parks, which are around three minutes' walk from the venue. An up-to-date list of nearby parking options can be supplied on request.

Load-in is at ground level, and is via roller shutter doors (3560mm wide x 3900mm high) situated in the loading bay. The travel distance between the shutters and the rear of stage is no more than 5 metres, and there are no stairs along the route. We have wheels and dollies available to assist with moving larger/heavier items if needed.

Capacities

Audience capacity is **212** with bleacher seating, or **229** with extra row AA added (actual seating capacity is higher, however some seats are permanently reserved for our volunteer ushers). A further **8 seats** are locked off in the event a FOH sound mix position is required.

Standing capacity for an event on-stage (with seating retracted) is **287**. Please contact the Technical Co-ordinator if you wish to hold a standing performance at Cornerstone, as additional arrangements for stage security & crowd safety will need to be made.

CORNERSTONE TECHNICAL SPECIFICATION 2025

Auditorium & Stage

The stage is a **proscenium arch format with black box masking**. Typically our performances are held in **end-on configuration**, however it is possible to create bespoke seating layouts (in the round, thrust, promenade, cabaret etc). If this is desired, the topic **must** be raised with the Technical Co-ordinator and the Venue Programmer, ideally in advance of the event going on sale. In addition, the auditorium has a full air handling and heating system.

Dimensions

Front width with proscenium: 8.5m

Front width without proscenium: 11.8m (restricts available LX bars and eliminates wings)

Onstage wall-to-wall: 12.8m

Back wall to Setting Line: 6.6m

Grid height: Variable (all LX bars are motorised)

Grid height with bars fully flown: 7.4m

Masking

1x set of house tabs (motorised operation from control room or side of stage)

1x set of full black drapes covering back wall

1x set of pulley-driven traverse tabs (rigged mid-stage)

12x black legs (rigged as needed)

5x black border (1x rigged downstage & 1x rigged to mask our projector screen)

1x white cyc cloth

8x tormentor (hard masking)

Prompt Corner & Communications

We do not have a permanent prompt corner, but do have an LCD screen (with FOH camera feed) along with a stage management console that has ROH calling, cue light and comms master station. Please request this in advance if it is needed for your production.

We have the following comms equipment available:

8x Techpro single-channel comms packs w/headsets (WIRED)

12x Cue light

1x Portable SM desk including comms and cue light master station

Backstage Facilities

On the ground floor off to stage right we have two dressing rooms, as well as a large green room & kitchenette with sofas, tea/coffee making facilities, microwave & fridge. Laundry and ironing facilities are available, and the green room has its own accessible toilet.

Dressing room one has mirrored seating for seven, along with a small sofa bed and en-suite accessible toilet and shower facilities.

Dressing room two has mirrored seating for six, along with en-suite accessible toilet and shower facilities.

Other spaces around Cornerstone can be made available as dressing rooms if required. If you believe your production will need this, please contact the Technical Co-ordinator in advance to discuss.

All rooms backstage are serviced by our show relay, which is switched on **manually** by the duty technician if it is required.

CORNERSTONE TECHNICAL SPECIFICATION 2025

Flying, Rigging & Access

****WE DO NOT HAVE A FLY TOWER, NOR ANY IN-BUILT LIVE FLYING CAPABILITY ****

There are **11 motorised bars (1-11)** above stage, and **1 manual bar** which is **only** to be used for the house border. There are a further **5 motorised bars (12-16)** over the auditorium. Each bar has an **SWL of 250kg**; this is **not** to be exceeded under any circumstances, and all weight **must** be evenly distributed across the bar.

There are **no** fixed flying points for flown PA, truss or aerial suspension equipment. We **may** be able to offer flying points off structural girders with advance notice and appropriate RAMS. If your production requires aerial rigging of any kind, please contact the Technical Co-ordinator to arrange a site visit at your earliest convenience.

Please also note that Cornerstone staff are **not** qualified to lead on rigging of this kind – you **must** have a designated competent rigger with you to oversee the installation of any aerial equipment. Cornerstone staff will be able to assist under direction, but **final responsibility for the safe implementation of any aerial elements lies with the production company.**

Bar Legend

Please refer to the table below for our usual masking & rigging schedule. Bars labelled in **RED** contain immovable objects that form part of our permanent rig. For further information, including rough measurements between bars, please refer to the “Rig Plan” document that should have been sent to you as part of this pack.

| Bar Number | Usual Use |
|--------------|----------------------------------------------------------|
| 1 | Full black masking / White cyc cloth |
| 2 | LED BAR 3 |
| 3 | LX4 (12 circuits) |
| 4 | Projection Screen |
| 5 | Traverse tabs (pulley operated) |
| 6 | LED BAR 2 |
| 7 | LX3 (12 circuits) |
| 8 | LED BAR 1 |
| 9 | LX2 (12 circuits) |
| 10 | Border |
| 11 | LX 1 (12 circuits) |
| DRILL | HOUSE BORDER & SPEAKERS ONLY (winch operated) |
| 12 | FOH LED |
| 13 | FOH 1 (11 circuits) |
| 14 | FOH 2 (12 circuits) |
| 15 | - |
| 16 | Projector |

Access Equipment

1x JLG P20DC Personnel Lift (8m) – **Use of this restricted to individuals who hold a valid IPAF license**
 1x Zarges 10-rung Skymaster (6.9m)
 2x Zarges 10-rung Class 1 (2.6m)
 1x Zarges 3-rung Z600 (0.6m)

CORNERSTONE TECHNICAL SPECIFICATION 2025

Lighting

Cornerstone's lighting grid and fixtures are all **16A single-phase 3-pin CEEFORM connectors**. There are **limited 16A-15A and 16A-13A** converters available in-house; it is advisable to carry your own converters if your production tours with a large amount of it's own LX.

Our current set-up is **2x LX bars FOH & 4x LX bars over stage**, as well as **1x LED bar FOH & 3x LED bars over stage** (please see the table above). Each LX bar hosts **2x 6-way IWB's** for a nominal total of **12 available circuits per bar**. We do not typically maintain a fixed rig outside of our intelligent fixtures and some manner of FOH general cover.

Most of our dimmers are **3kw**, however we do have **limited 5kw circuits** available at ground level for larger fixtures.

Cornerstone has **2x DMX universes** available for use. A small number of addresses on Universe 1 are hard-wired to our working and emergency lights, and therefore **cannot** be used for LX control; please contact the Technical Co-ordinator for any queries relating to this.

Our stock of gel and other accessories (irises, gobos, etc) is limited, please contact us for more information or to discuss substitutes.

Control

1x ETC Ion XE 20

1x ETC EOS 20 fader wing

Conventional Fixtures

PARcans

20x DTS Par64 (CP62 lamps as default, please contact us for other available options)

20x ETC Source 4 Par 750w (575w or 750w lamps available)

Profiles

20x ETC Source 4 Zoom 15/30 (575w or 750w lamps available)

8x ETC Source 4 Zoom 25/50 (575w or 750w lamps available)

2x ETC Source 4 10 degree (575w or 750w lamps available)

12x ETC Source 4 19 degree (575w or 750w lamps available)

8x ETC Source 4 26 degree (575w or 750w lamps available)

2x ETC Source 4 36 degree (575w or 750w lamps available)

Fresnel/Pebble Convex

3x ADB F201 2kw Fresnel

5x ADB F101 1kw Fresnel

5x Spotlight Combi 1kw Fresnel

6x ADB F51 650w Fresnel

2x ADB C51 650w PC

Intelligent Fixtures

5x ETC Vivid-R LED Flood

12x Martin Rush MH6 Wash

2x Martin Rush MH5 Profile

6x Pulse LEDBAR 320

1x Look Solutions Unique 2.1 hazer

CORNERSTONE TECHNICAL SPECIFICATION 2025

Sound

The FOH PA consists of **2x EM Acoustics i-12 subwoofers** and **2x Logic Systems LM15** tops ground-stacked either side of the proscenium, as well as **2x EM Acoustics EMS-121** tops flown inside the arch.

The system is driven by **3x QSC PL236 amplifiers**, and is governed by a **DBX Venu360** (limited to 100dB). This limit will not be removed or bypassed under any circumstances.

Please contact us in advance if you need control over anything other than L/R inputs.

Control

1x Allen & Heath GLD 80
 1x Allen & Heath AR2412 stage box
 1x Allen & Heath AR84 expander
 1x Allen & Heath QU-SB 18/14 mixer (via QU-Pad app)
 1x DBX Venu 360

FOH PA

2x EM Acoustics EMS-121
 2x EM Acoustics i-12 subwoofer
 2x Logic Systems LM15 (600w)
 3x QSC PL236 amplifier

Monitors

4x Logic Systems LM12 (400w)
 2x JBL JRX 112M (400w)
 2x Crown XTI4002 amplifier
 2x QSC PL236 amplifier
 1x QSC PL218 amplifier
 1x QSC PLX 3602 amplifier

Additional Speakers (not part of permanent rig)

4x EM Acoustics i2 fills
 2x Em Acoustics i8 subwoofer

Microphones & DI's

4x Shure SM58
 4x Shure Beta 58A
 4x Shure SM57
 4x Shure Beta 57a
 1x AKG D112
 2x AKG C430
 3x AKG D40
 2x AKG C1000S

 4x Klark-Teknik DN-100 Mono DI Box
 2x Klark-Teknik DN-200 Stereo DI Box
 6x EMO E520 DI Box

CORNERSTONE TECHNICAL SPECIFICATION 2025

Microphone/Speaker Stands

1x Upright round base (Gravity)
 2x Heavy base tall boom (Gravity)
 5x Tall boom (K&M)
 2x short tripod mic stand (K&M)
 2x short boom mic stand (K&M)
 2x Speaker stands (Gravity)
 1x Sheet music stand

Audio-Visual

In the auditorium, there is a **Hitachi CP-WU8451 projector** (5000 lumen) flown on Bar 16, and a motorised screen flown on Bar 4. The projector has no shutter facility, however there is an in-built AV mute function on the remote.

All house AV is patched directly into the projector via HDMI at control position, and a single connection to stage is available via **Decimator HDMI to SDI converters**. Additional connections to/across stage are available using **VGA/HDMI to Cat5** converters. If you are touring with an Apple computer, please ensure that you have any relevant VGA/HDMI adapters with you, as our stock is limited and is unlikely to be up-to-date with the latest models.

We also have a small selection of portable projectors and laptops available for hire – these are subject to an additional fee, and further information on these can be found in Cornerstone's Hire Pack.

Touring Power

Cornerstone has 1x 63a 3-phase supply OR 2x 32a single-phase supplies available for use by touring companies. These supplies are located in the scene dock, and we have **NO** distro or 3-phase cable available in-house.

These supplies are independent of the other LX and sound circuits used for the auditorium.

Additional Stage Equipment

Cornerstone has the following additional stage equipment available:

Risers

2x 8ft * 4ft Litedeck
 10x 2m * 1m Litedeck
 6x 2m Litedeck handrail
 2x 1m Litedeck handrail
 1x 3-step Litedeck treads (w/ handrails)
 40x 1ft aluminium leg
 48x 2ft aluminium leg

Lighting Stands

4x tank traps
 6x scaff lengths (various heights)
 8x floor stands (hook clamp compatible)

CORNERSTONE TECHNICAL SPECIFICATION 2025

Accessibility

Cornerstone has a Sennheiser infrared hearing loop installed, and 10x headsets are available from Box Office.

Step-free access to both the main entrance of the building and stage door is available. There is lift access to all floors backstage, and the stage itself is also wheelchair accessible.

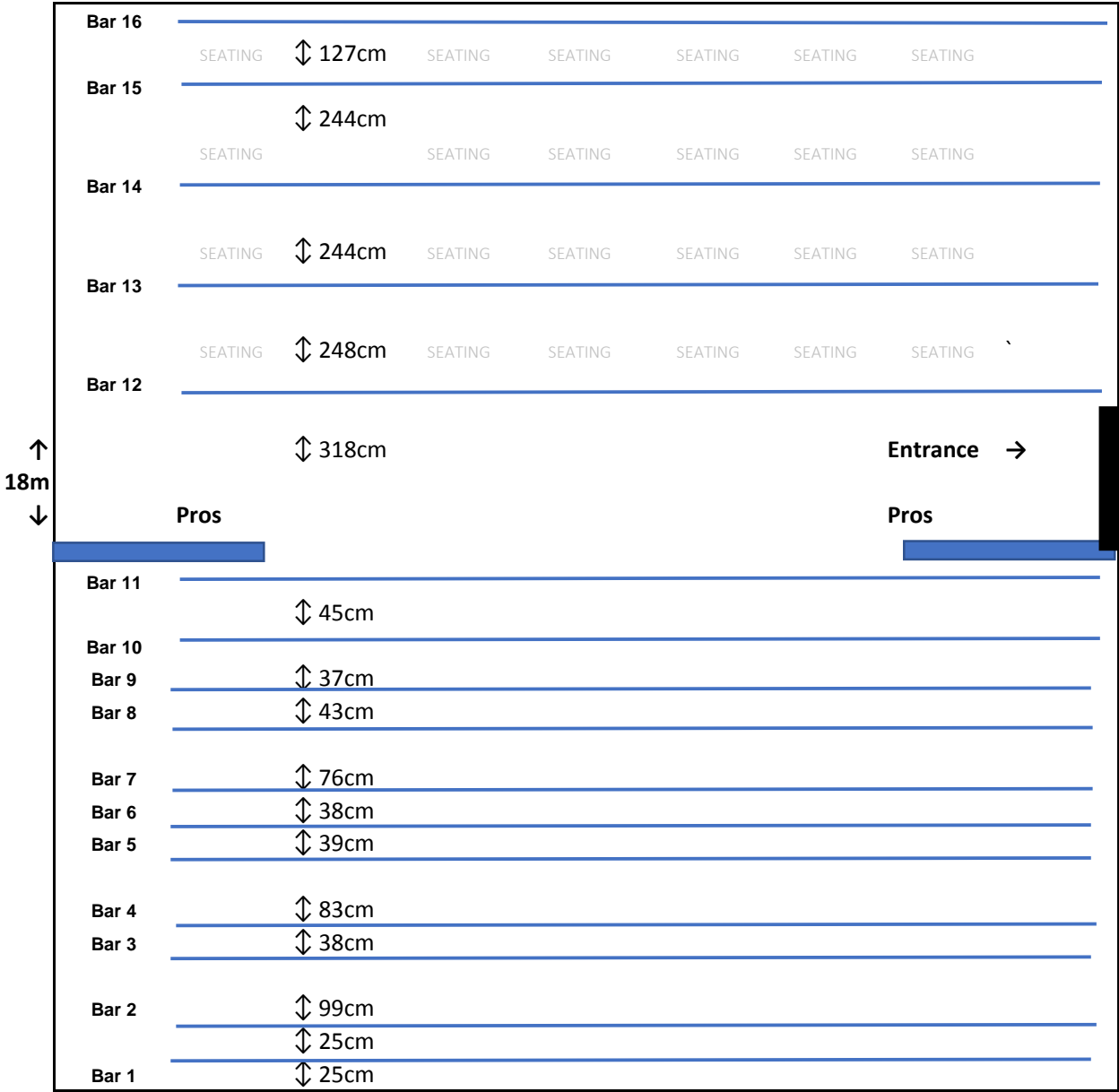
Technical Team

We appreciate you taking the time to read our technical specification. If you have questions or queries about anything contained in this document, please direct them to either of the individuals below. Please note; the technical department does not typically work Mondays.

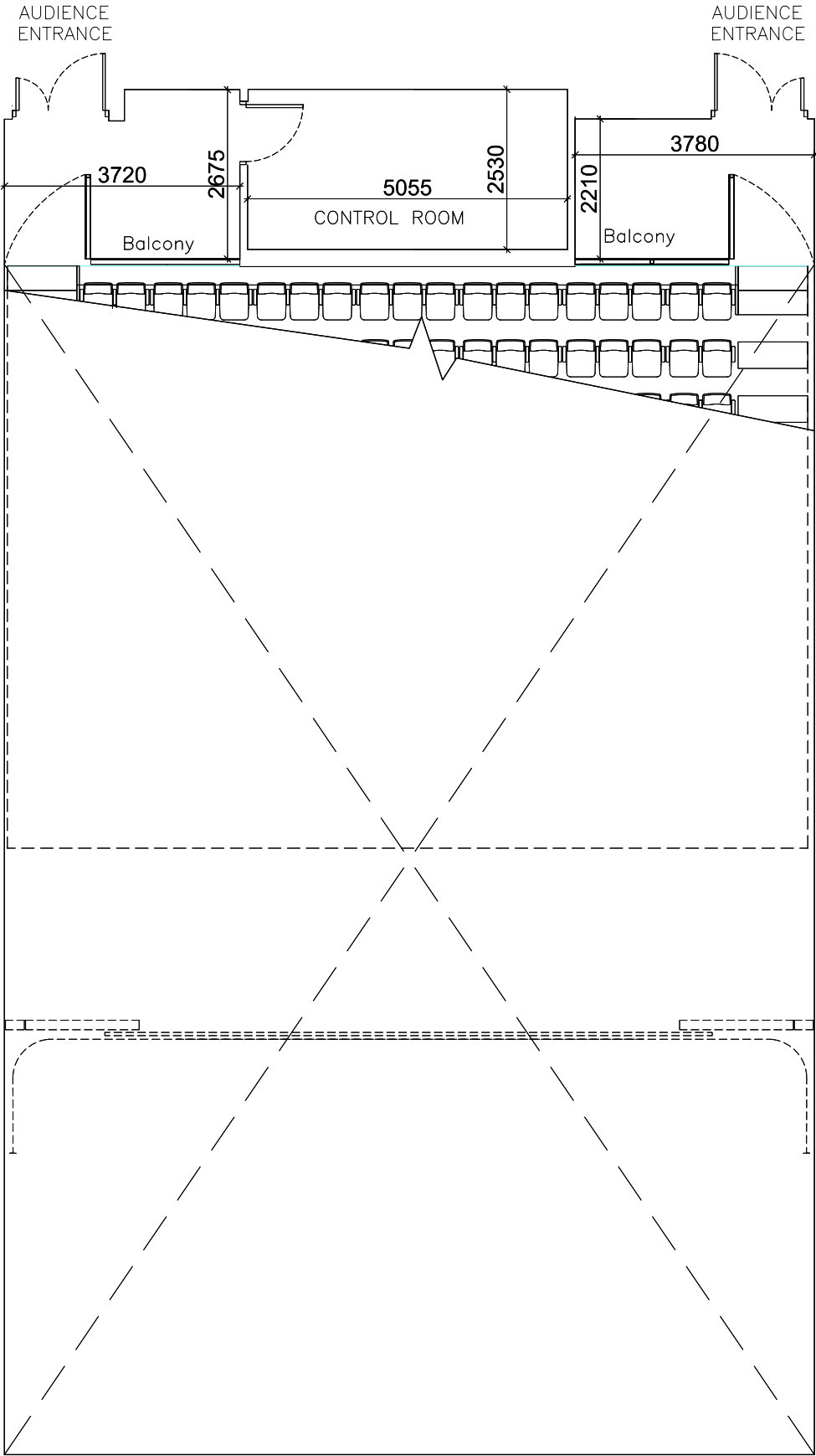
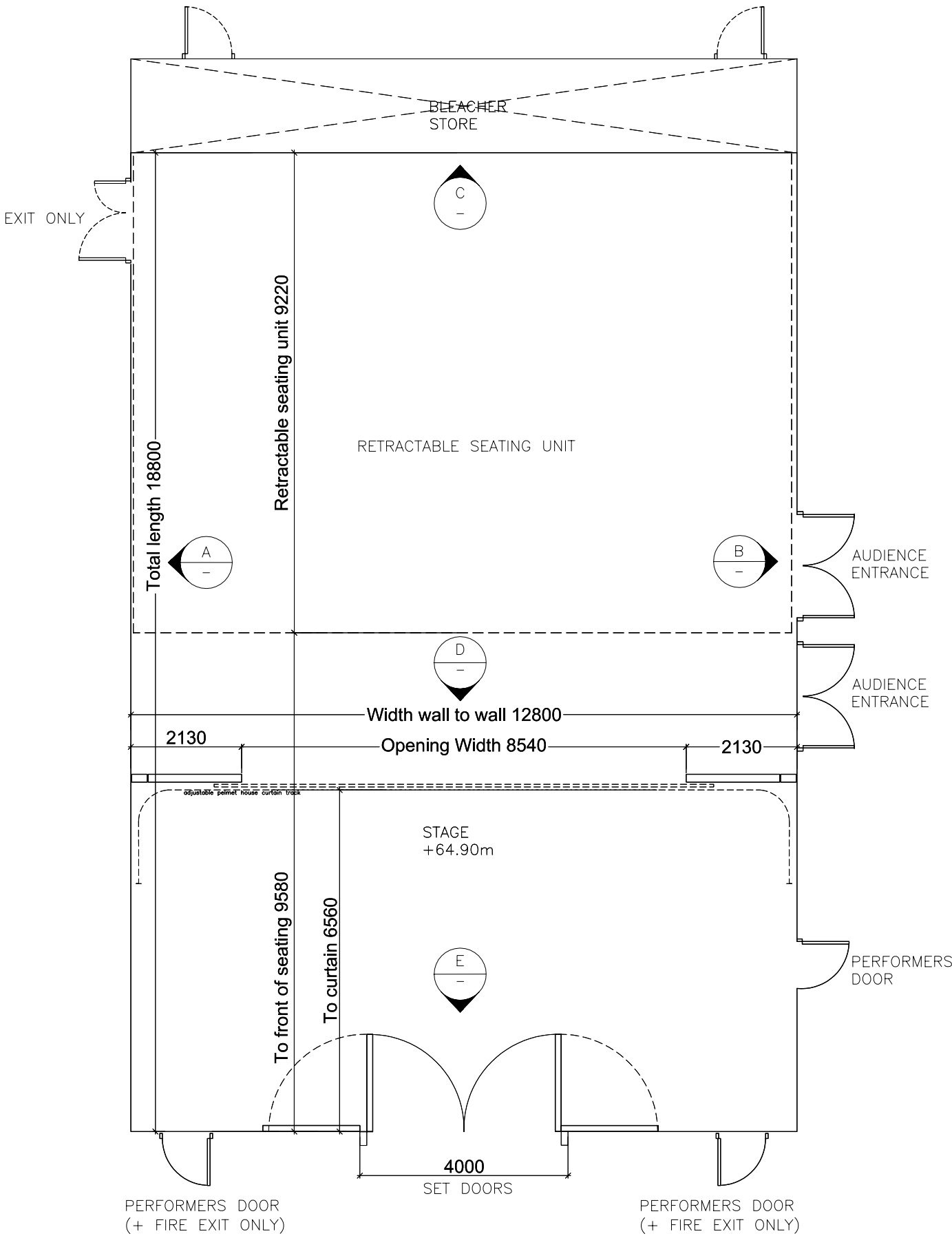
| Name | Position | Telephone | Email |
|---------------|------------------------|--------------|-----------------------------------|
| Dominic Bray | Technical Co-ordinator | 01235 515145 | dominic.bray@southandvale.gov.uk |
| Noel McCarthy | Venue Manager | 01235 515144 | noel.mccarthy@southandvale.gov.uk |

Cornerstone LX Plan
Not to Scale!

←12.8m→



| BAR NUMBER | DESCRIPTION |
|------------|---------------------------------------|
| 1 | Full Blacks Masking / White Cyclorama |
| 2 | LED BAR 4 |
| 3 | LX BAR 4 (12 circuits) |
| 4 | PROJECTOR SCREEN |
| 5 | MID STAGE TABS |
| 6 | LED BAR 6 |
| 7 | LX BAR 3 (12 Circuits) |
| 8 | LED BAR 8 |
| 9 | LX BAR 10 (12 Circuits) |
| 10 | BORDER BAR ONLY |
| 11 | LX BAR 1 (11 circuits) |
| 12 | LED ADVANCE BAR |
| 13 | FOH BAR 1 (11 circuits) |
| 14 | FOH BAR 2 (12 Circuits) |
| 15 | SPARE |
| 16 | PROJECTOR BAR |



Dimensions shown are Design dimensions only, and the as-built dimensions may vary nominally from these due to site conditions.

- Refer to drawing AL(22)21 and 22 for wall elevations.

North Point.



Key Plan.



| | | | |
|------|------|--------------|----------|
| N | - | - | - |
| M | - | - | - |
| L | - | - | - |
| K | - | - | - |
| J | - | - | - |
| H | - | - | - |
| G | - | - | - |
| F | - | - | - |
| E | - | - | - |
| D | - | - | - |
| C | - | - | - |
| B | - | - | - |
| A | - | - | - |
| Rev. | Date | Revised Note | By Check |

ellis williams architects
Emmott House, Pike Street, London, EC1R 0JH
Tel +44 (0)20 7841 7200 Fax +44 (0)20 7833 3850
Email enquiries@elliswilliams.co.uk

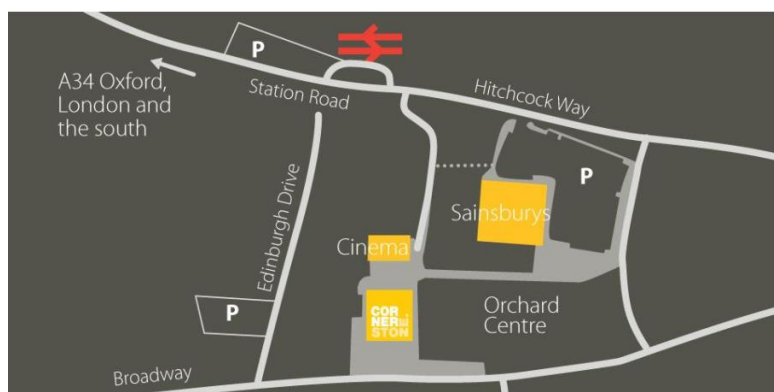


| | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------|----------|
| Copyright: All rights reserved. This drawing must not be reproduced without permission. This drawing must not be scaled. Dimensions are in millimetres unless specified. | | | |
| Drawing title DIDCOT ARTS CENTRE | | | |
| AUDITORIUM DIAGRAMATIC PLAN | | | |
| Status | File Name | Scale | File # |
| INFORMATION | | | |
| Drawn by | date | checked by | date |
| EWA | 08.01.11 | | |
| Job No. | Client | Draw No. | Revision |
| M0923 | AL(22) | 20 | - |

AUDITORIUM SPACE DIAGRAMATIC PLAN -
UPPERGROUND
SCALE 1:50 @ A1; 1:100 @ A3

AUDITORIUM SPACE DIAGRAMATIC PLAN -
FIRST FLOOR

Directions to Cornerstone, Didcot, Oxfordshire.



By Road

Didcot is easily accessible via the A34, A417 and A4130. The M40 is approx 30 minutes away and the M4 about 20 minutes (traffic permitting).

Parking and Load in is accessed via our service yard, for which the Sat-nav postcode is **OX11 8RG**



Please call the Duty Manager on **07801 203 544** to be let into the service yard.

Parking is noted on the town map above. Prices and duration are clearly visible at all car parks.

By Rail

The closest railway station is Didcot Parkway at c. 1 mile.

By Bus

There are four bus stops within walking distance. Services are operated by Thames Travel, RH transport, Oxford Bus Company, Heyfordian and Whites.

Schedule 5 Data Processing

| Description | Details |
|----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Subject matter of the processing | To enable publicity and promotion of the contracted Production and the Venue. |
| Duration of the processing | The processing will take place for the duration of the Agreement and thereafter only as required in connection with the purposes described below. This will only be for as long as is necessary and in compliance with Data Protection Legislation requirements as set out in this Agreement. |
| Purposes of the processing | <p>Data is processed for the purposes of:</p> <ul style="list-style-type: none"> • publishing promotional material in relation to the contracted performance/production; • wider promotion of the Venue; • the Council's in-house archive; • use by the Council in Arts Council England or similar funding body submissions / reports. |
| Nature of the processing | <p>The Council will carry out the following types of operation on the personal data:</p> <p>Input, processing, storage and output by way of collecting, recording, organising, structuring, storing, adapting, validating, use, disclosure by transmission, dissemination or otherwise making available, publish, erase.</p> |
| Types of Personal Data | <p>The Company may provide the following types of personal data to the Council:</p> <ul style="list-style-type: none"> • Names • Audio/visual material • Photographs • Reviews • Biographical information |
| Types of Special Category Data | None. |
| Types of Criminal Offence Data | None. |

| | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Categories of Data Subject | Performers and those who will have contributed to the publicity materials, for example individuals who have provided descriptive text, reviews and comments. |
| Where does processing take place (including cloud storage locations) | UK. |
| Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data | Where any personal data provided is no longer required in connection with the purposes described in this Agreement it shall be destroyed in an appropriate manner which renders it irretrievable, and all paper documents shall be shredded or incinerated. However, it is anticipated that copies of promotional materials will be retained indefinitely and used to promote the Venue and copies will be stored in the Council's archive. |

Schedule 6 Company’s Tender

Invitation to Tender

Part C – Tender Response pack

Bidders name: Polka Dot Pantomimes Ltd

Contract for Cornerstone Christmas Pantomime

Contract Term 3 years with an option to extend for two separate periods of one year (for 2028 and 2029)

Contract ref No: C-000123

FTS Reference:

Procurement Procedure – Open Procedure

NOTE:

Unless otherwise instructed in this document, Bidders are advised to refer to the Invitation to Tender Parts A & B for further instructions.

Contents

| | |
|-------------------------------------------------------------------------------------------------------------|----|
| Procurement Specific Questionnaire (PSQ) | 3 |
| Preliminary Questions | 5 |
| Part 1 – Confirmation of core bidder information | 5 |
| Part 2 – additional exclusions information | 6 |
| Part 2B – list of all intended sub-contractors | 6 |
| Part 3 – questions related to conditions of participation | 7 |
| Part 3A – standard questions | 7 |
| Financial Capacity..... | 7 |
| Legal capacity..... | 9 |
| Technical ability..... | 9 |
| Tender specific quality questions | 16 |
| Part 5 – Pricing Schedule | 17 |
| Part 6 – Additional information required – not applicable if the procurement is for goods only | 17 |
| APPENDIX 1 DECLARATIONS | 19 |
| APPENDIX 1.1 SELF CERTIFICATION | 19 |
| APPENDIX 1.2 - FORM OF TENDER FOR [CORNERSTONE CHRISTMAS PANTOMIME | 21 |
| APPENDIX 1.3 - CONFIDENTIAL INFORMATION STATEMENT | 22 |
| APPENDIX 1.5 – ANTI-CANVASSING CERTIFICATE | 25 |
| APPENDIX 1.6 - FREEDOM OF INFORMATION DISCLOSURE STATEMENT | 26 |
| APPENDIX 1.7 INFORMATION SECURITY QUESTIONNAIRE – FOR DATA PROCESSORS AND THIRD PARTIES | 27 |

Procurement Specific Questionnaire (PSQ)

Notes for completion.

1. The “authority” means the contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable candidates to participate in this procurement process.
2. “You” / “Your” refers to the bidder completing this procurement specific questionnaire i.e., the legal entity responsible for the information provided. The term “bidder” is intended to cover any economic operator as defined by the Procurement Act 2023 (referred to as the “regulations”) and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
3. Public procurement is governed by regulations to ensure that procurement delivers value for money, competition, transparency, and integrity.
4. The Procurement Specific Questionnaire has been designed to help contracting authorities ensure that bidders share the right information when participating in a procurement. The PSQ consists of five parts:
5. **Part 1 Confirmation of core bidder information:** bidders participating in procurements will now be expected to register on a central digital platform (CDP). Bidders can submit their core supplier information and, where a procurement opportunity arises, share this information with the authority via the CDP. The CDP is available at <https://www.gov.uk/find-tender>.
6. **Part 2 Additional exclusion information:** procurement legislation provides for an ‘exclusion regime’ and a published ‘debarment’ list to safeguard procurement from suppliers who may pose a risk (for example, due to misconduct or poor performance). Bidders must submit their own (and their connected persons¹) exclusions information via the CDP. This includes self-declarations as to whether any exclusion grounds apply to them and, if so, details about the event or conviction and what steps have been taken to prevent such circumstances from occurring again.
 - a. As part of a procurement, a bidder will need to also share additional exclusions information for any suppliers that they are relying on to meet the procurement’s conditions of participation. These could either be consortium members or key sub-contractors (but excludes any guarantors). These suppliers are ‘associated persons’ and their exclusions information must be shared with the authority. We recommend this is done by ensuring that associated persons register, submit and share their information via the CDP (like the prime/main supplier).
 - b. In addition to the sub-contractors who are being relied on to meet the conditions of participation (who are associated persons), bidders will need to share an exhaustive list of all their intended sub-contractors, which will be checked against the debarment list.
 - c. If a sub-contractor is unknown at the start of the procurement (or brought in during it), this should be made clear by the bidder and relevant details of the sub-contractor should be provided once their identity and role is confirmed. This information should be shared with the authority as soon as possible and at least by final tenders.

¹ Connected persons are persons who exercise (or have a right to exercise) significant influence or control over the supplier and those over which the supplier exercises (or has the right to exercise) significant influence or control. This includes majority shareholders, directors and shadow directors, parent and subsidiary companies and predecessor companies. The majority of the exclusion grounds state that they apply to the supplier or a connected person of the supplier.

7. **Part 3 Conditions of participation:** authorities may set conditions of participation which a supplier must satisfy in order to be awarded a public contract. They can relate to the supplier's legal and financial capacity or their technical ability.
8. Bidders should note that authorities have legislative duties to publish certain information which relate to the bidder in their contract award notices. This information includes, but is not limited to:
 - details of the winning bidder's associated persons
 - details of the winning bidder's connected person information
 - for certain procurements over £5 million, details of unsuccessful bidders, Key Performance Indicators and the Contract.
9. **Part 4 Bidders Response to the Specification.**
This is the Award Criteria and should be completed in relation to the Specification as detailed in the ITT Part A & B.
10. **Part 5 Pricing Schedule**
11. **Annex 1 Declarations**

Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state 'N/A'. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.

| |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Preliminary Questions |
| 1. What is your organisation name? |
| Polka Dot Pantomimes Ltd |
| 2. You must be registered on the central digital platform (CDP) What is your central digital platform unique identifier? |
| Our CDP unique identifier is still pending. We have never been asked to be registered to this platform before so are still in the process of acquiring this status. We are confident this will be resolved imminently and definitely before the award of contract. |
| 3. Please confirm if you are bidding as a single supplier (with or without sub-contractors) or as part of a group or consortium. If you are bidding as part of a group or consortium (including where you intend to establish a legal entity to deliver the contract) please provide: a) The name of the group/consortium b) The proposed structure of the group/consortium, including the legal structure where applicable c) The name of the lead member in the group/consortium d) Your role in the group/consortium (e.g. lead member, consortium member, sub-contractor) |
| Yes |
| 4. Are you on the debarment list? |
| No |

| |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Part 1 – Confirmation of core bidder information |
| 5. You must submit up to date core supplier information on the CDP and share this information with us via the CDP (either a share code or PDF download). This includes: a) Basic information b) Economic and financial standing information c) Connected person information (these are persons with the right to exercise, or who actually exercise, significant influence or control over you as the bidder or over whom you as the bidder has the right to exercise, or actually exercises, significant influence or control over, for example directors, majority shareholders and parent and subsidiary companies) d) Exclusion grounds information Please confirm you have shared this information with us. |
| Yes |
| https://docs.google.com/document/d/17XH9famRkwOLabD_Id1t6XrjOjeVskfw_VkoCxefUEA/edit?usp=sharing |

| |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Part 2 – additional exclusions information |
| Part 2A – Associated persons |
| <p>6. Are you relying on any associated persons to satisfy the conditions of participation? (these are other suppliers who might be sub-contractors or consortium members but not a guarantor).</p> <p>[The conditions of participation are outlined in Part 3]</p> <p>If so, please complete Q8, Q9 & Q10 (otherwise Q8, Q9 & Q10 are not applicable)</p> |
| No |
| <p>7. For each supplier/associated person, please confirm which condition(s) or participation you are relying on them to satisfy.</p> |
| N/A |
| <p>8. For each associated person, you must confirm they are registered on the CDP and have shared with us their information (either a share code or PDF download).</p> <ul style="list-style-type: none"> a) Basic information b) Economic and financial standing information (if they are being relied upon to meet conditions of participation regarding financial capacity) c) Connected person information. d) Exclusion grounds information |
| N/A |
| <p>9. Are any of your associated persons on the debarment list?</p> |
| N/A |
| Part 2B – list of all intended sub-contractors |
| <p>10. Please provide:</p> <ul style="list-style-type: none"> a) A list of all suppliers who you intend to sub-contract the performance of all or part of the contract to (either directly or in your wider supply chain) if applicable b) Their unique identifier (if they are registered on the CDP), or otherwise, a Companies House number, charity number, VAT registration number, or equivalent. c) A brief description of their intended role in the performance of the contract <p>If you are not intending to sub-contract the performance of all of part of the contract, then this question and question 12 are not applicable.</p> <p>If a sub-contractor is unknown at the start of the procurement (or brought in during it), this should be made clear by the bidder and relevant details of the sub-contractor should be provided once their identity and role is confirmed. This information should be shared with the contracting authority as soon as possible and at least by final tenders.</p> |
| N/A |

11. Please confirm if any intended sub-contractor is on the debarment list.

The debarment list can be found here [<https://www.gov.uk/find-tender.>]

N/A

Part 3 – questions related to conditions of participation

Part 3A – standard questions

Financial Capacity

12. Please provide:

- a) If documentary evidence of economic and financial standing is available electronically (e.g., financial statements filed with Companies House),
- the web addresses.
 - issuing authority
 - precise reference of the documents
- b) If documentary evidence of economic and financial standing is not available electronically, please provide a copy of your detailed accounts for the last two years (audited, if required by law).

Also, for any other party or entity on whom you are relying on to meet the conditions of participation relating to economic and financial standing, please provide a copy of their detailed accounts for the last two years (audited, if required by law).

- c) If you are not able to provide a response to questions 5.1 or 5.2, please provide any of the following alternatives.
- A statement of your annual turnover, Profit and Loss Account/Income statement, Balance Sheet/statement of Financial Position and Statement of Cash Flow for the most recent year(s) of trading and a bank letter outlining the current cash and credit facility position.
 - Alternative information to evidence economic and financial standing (e.g., forecast financial statements and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).
- d) Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out.
- e) Where you are relying on another member of your bidding group/ consortium or any subcontractors or other security in order to meet the conditions of participation relating to economic and financial standing, please confirm that the relevant party or entity is willing to provide a guarantee or other security if required?
- If so, please provide their name and evidence of their economic and financial standing.

Our financial standing is available to view at Companies House (Registration number 7656417). We also attach the most recent two years of our audited accounts.

| |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>13. Where you are relying on another member of your bidding group/ consortium or any subcontractors or other security in order to meet the conditions of participation relating to economic and financial standing, please confirm that the relevant party or entity is willing to provide a guarantee or other security if required?</p> <ul style="list-style-type: none"> • If so, please provide their name and evidence of their economic and financial standing. |
| <p>No</p> |
| <p>14. Please confirm whether you already have, or can commit to obtain, prior to the award of the contract, the levels of insurance cover indicated below.</p> <p>a) Employers (Compulsory) Liability Insurance* = £5M b) Public Liability Insurance = £5M c) Professional Indemnity Insurance = £2M</p> <p>*There is a legal requirement for certain employers to hold Employer's (Compulsory) Liability Insurance of £5M as a minimum. See the Health and Safety Executive website for more information: www.hse.gov.uk/pubns/hse39.pdf</p> |
| <p>Yes</p> <p>https://drive.google.com/file/d/1HQVJJhtGW_LKew9XzZd2YuNPTdvheVhB/view?usp=drive_link</p> |
| <p>Legal capacity</p> |
| <p>15. Please confirm that you have in place, or that you will have in place by the award of the contract, the human and technical resources to perform the contract to ensure compliance with the UK General Data Protection Regulation and to ensure the protection of the rights of data subjects.</p> <p>Please provide details of the technical facilities and measures (including systems and processes) you have in place, or will have in place by contract award, to ensure compliance with UK data protection law and to ensure the protection of the rights of data subjects. Your response should include, but should not be limited to facilities and measures:</p> <ul style="list-style-type: none"> • To ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services • To comply with the rights of data subjects in respect of receiving privacy information, and access, rectification, deletion, and portability of personal data • To ensure that any consent-based processing meets standards of active, informed consent, and that such consents are recorded and audible. • To ensure legal safeguards are in place to legitimise transfers of personal data outside the UK (if such transfers will take place) • To maintain records of personal data processing activities • To regularly test, assess and evaluate the effectiveness of the above measures |
| <p>Yes</p> |

Technical ability

16. Relevant experience and Contract Examples

Please provide details of up to three contracts to meet conditions of participation relating to technical ability set out in the relevant notice or procurement documents, in any combination from either the public or private sectors (which may include samples of grant-funded work).

Where this procurement is for goods or services, the examples must be from the past three years.

The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided.

For consortium bids, or where you have indicated that you are relying on an associated person to meet the technical ability, you should provide relevant examples of where the associated person has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed, or a special purpose vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or members of the special purpose vehicle or sub-contractors (here examples are not required from each member).

If you cannot provide at least one example of previous contracts, please provide an explanation for this and how you meet the conditions of participation relating to technical ability.

[Insert Information below]

| | Contract 1 | Contract 2 | Contract 3 |
|-------------------------------------------------------|----------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
| Name of customer organisation who signed the contract | South Kesteven District Council | South Holland District Council | Guildhall Trust |
| Name of supplier who signed the contract | Darren Maddison | Darren Maddison | Darren Maddison |
| Point of contact in the customer's organisation | Jade Porter | Joanne Mackell | Andy Grays |
| Position in the customer's organisation | Arts and Cultural Services Manager | Theatre Manager | CEO, Guildhall Trust |
| Email address | jade.porter@southkesteven.gov.uk | Joanne.Mackel@sholland.gov.uk | andy.grays@guildhalltrust.org.uk |
| Description of the contract | 4 year deal | Ongoing rolling contract | 5 year deal |
| Contract start date | 22/01/2025 | 01/02/2025 | 01/03/2024 |
| Contract completion date | 31/01/2029 | 31/01/2026 | 01/03/2029 |
| Estimated contract value | £700,000 | £150,000 per annum | £1,750,000 |

[If you cannot provide at least one example of previous contracts that are relevant to the requirement, in no more than 500 words please provide an explanation for this and how you meet the conditions of participation relating to the technical ability – e.g. your organisation is a new start-up, or you have provided services in the past but not under contract.]

N/A

17. Experience of sub-contractor management

Where you intend to subcontract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s) (which may be the intended sub-contractor(s) for this procurement, or any others used previously). The description should include the procedures you use to ensure performance of the contract.

N/A

18. Health and safety

Please describe the arrangements you have in place to manage health and safety effectively and control significant risks relevant to the contract (including risks from the use of contractors, where relevant).

In accordance with the provision of **The Health and Safety at Work 1974** our company accepts that it is its responsibility to provide and maintain safe and healthy conditions for all employees and all those who work within the theatre or theatrical environment controlled or partly controlled by the company.

We aim to ensure all employees, actors, dancers, suppliers, contractors, field specialists, directors, choreographers and company stage and resident stage management and theatre employed persons who shall directly or have cause to enter the stage and backstage working areas are made aware of our policies, potential hazards and dangers and procedures to be followed in order to implement our policies. We accept as our duty to ensure that everything reasonably practicable is done to prevent personal injury in the process of production, design, construction and operation of all scenery, special effects, lighting and sound.

We expect that all persons as determined above should act responsibly and do everything they can to prevent injury to themselves and fellow workers. Although implementation of this policy is the responsibility of our company we shall rely heavily on the cooperation of those who actually execute their duties and take risks.

Our policy provides to include the following: -

- (a) Safety training where required for use of various equipment and specific hazards faced.
- (b) Safe systems of working in all areas of stage and backstage.
- (c) The responsibilities of all employees.
- (d) Dust control – where applicable.
- (e) Use of any toxic or non toxic materials.
- (f) Clarification of internal communications.

- (g) Clarification and identification of Safety Representatives both resident and those of Polka Dot Pantomimes.
- (h) Fire safety and prevention and procedures in place at the place of work.
- (i) Medical facilities and welfare availability.
- (j) Maintenance of records including the strict upkeep of an Accident Book.
- (k) Clarification of Emergency procedures for both Polka Dot Pantomimes and the specific workplace.
- (l) Workplace monitoring.

19. Tackling Modern Slavery

a) If you are a relevant commercial organisation subject to Section 54 of the Modern Slavery Act 2015, and if your latest statement is available electronically, please provide:

- the web address,
- precise reference of the documents.

If your latest statement is not available electronically, please provide a hard copy.

b) If you are not a relevant commercial organisation subject to Section 54 of the Modern Slavery Act 2015 (for example if your turnover is less than £36 million or you do not carry on your business, or part of your business, in the UK), please provide the above information in relation of any published statements on modern slavery or other relevant documents containing information of a similar type/level.

This policy applies to all persons working for us or on our behalf in any capacity, including employees at all levels, directors, creative staff, cast, crew, administration, and suppliers.

Polka Dot Pantomimes strictly prohibit the use of modern slavery and human trafficking in our productions and business. We have and will continue to be committed to implementing systems and controls aimed at ensuring that modern slavery is not taking place anywhere within our organisation or in any of our productions. We expect that our suppliers will hold their own suppliers to the same high standards.

Commitments - Modern Slavery and Human Trafficking

Modern slavery is a term used to encompass slavery, servitude, forced and compulsory labour, bonded and child labour and human trafficking. Human trafficking is where a person arranges or facilitates the travel of another person with a view to that person being exploited. Modern slavery is a crime and a violation of fundamental human rights.

We shall be a company that expects everyone working with us or on our behalf to support and uphold the following measures to safeguard against modern slavery:

- We have a zero-tolerance approach to modern slavery in our organisation and at any venues where we produce pantomimes.
- The prevention, detection and reporting of modern slavery in any part of our organisation is the responsibility of all those working for us or on our behalf. Workers must not engage in, facilitate or fail to report any activity that might lead to, or suggest, a breach of this policy.
- We are committed to engaging with our venue staff and suppliers to address the risk of modern slavery in our operations and productions.
- We take a risk based approach to our contracting processes and keep them under review. We assess whether the circumstances warrant the inclusion of specific

prohibitions against the use of modern slavery and trafficked labour in our contracts with third parties. Using our risk based approach we will also assess the merits of writing to suppliers requiring them to comply with our Code of Conduct, which sets out the minimum standards required to combat modern slavery and trafficking.

Consistent with our risk based approach we may require:

- All individuals that we employ and suppliers of any resources we hire to confirm their compliance with our Code of Conduct
- Suppliers engaging workers through a third party to obtain that third parties' agreement to adhere to the Code
- As part of our ongoing risk assessment and due diligence processes we will consider whether circumstances warrant us carrying out audits of suppliers for their compliance with our Code of Conduct.
- If we find that other individuals or organisations working on our behalf have breached this policy we will ensure that we take appropriate action. This may range from considering the possibility of breaches being remediated and whether that might represent the best outcome for those individuals impacted by the breach to terminating such relationships.

The Company Director shall take the responsibility for implementing this policy statement and its objectives and shall provide adequate resources (training, etc.) and investment to ensure that slavery and human trafficking is not taking place within our organisation.

This policy statement will be reviewed annually and published.

20. AI disclosure

AI tools can be used to improve the efficiency of your bid writing process; however, they may also introduce an increased risk of misleading statements via "hallucination".

- a) Have you used AI or machine learning tools, including large language models, to assist in any part of your tender submission? This may include using these tools to support the drafting of responses to award questions.
- b) Where AI tools have been used to support the generation of Tender responses, please confirm that they have been checked and verified for accuracy.

No

N/A

21. Safeguarding

The Council has a legal duty to comply with safeguarding legislation please confirm that:

- a) You have a safeguarding policy. The policy must include safeguarding training for staff, recording and reporting arrangements, policy lead and escalation processes.
- b) You have in place a whistleblowing policy for staff to report concerns about other members of staff or sub-contractors.
- c) You employ staff in line with Safer Recruitment Practices

| |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| d) You have a process in place to notify the council of any incidents or concerns relevant to the delivery of the service set out in the Specification. |
| [a) Yes [b) Yes [c) Yes [d) Yes |

Part 4 – Bidders response to the Specification

| Mandatory Selection Criteria | Assessment |
|--------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| Do all staff who will be providing services under this contract have appropriate Disclosure Barring Service (DBS) certificates | Yes <input checked="" type="checkbox"/> (Pass) No <input type="checkbox"/> (Fail) |
| Do all staff who are working as chaperones for young performers hold chaperoning licenses? | Yes <input checked="" type="checkbox"/> (Pass) No <input type="checkbox"/> (Fail) |

| Please provide details of all insurance cover currently held | | | | Pass / Fail |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|--------------|-------------|--------------------------------------------------------------------------------------|
| Insurance Cover Required | Insurer | Policy No | Cover (£) | Renewal date |
| Public Liability Minimum £5m | Aviva Insurance Ltd | 100653603CCI | £5,000,000 | 30th April 2026 |
| Employers Liability Minimum £5m | Aviva Insurance Ltd | 100653603CCI | £10,000,000 | 30th April 2026 |
| Professional Indemnity Minimum £5m | Do not currently have | | | |
| If your organisation does not currently hold the relevant insurance cover, please confirm that you would be willing to have the levels stated if you were successful on being awarded the contract | | | | Yes <input checked="" type="checkbox"/> (Pass) No <input type="checkbox"/> (Fail) |

Tender specific quality questions

| |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Please demonstrate your company's expertise and experience in the provision of high-quality pantomimes in receiving theatres or arts centres. Including:</p> <ul style="list-style-type: none"> • details of pantomimes that you have produced previously • images, recordings (audio or visual) that demonstrate the quality of the pantomime this can include links to recording of performances) • case studies detailing the run length, audience numbers and income generated for each detailing year on year growth where possible • press reviews or audience feedback |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

- References from two receiving theatres where you produce pantomimes
- Details of support staff, including in house crew and support for the production

Maximum page count 2 Weighting 30%

OUR EXPERIENCE & PREVIOUS PANTOMIMES

Polka Dot Pantomimes Ltd is a Cambridgeshire based company and has been producing pantomimes for 15 years, supported by a team of highly trained professionals with extensive experience in the Performing Arts industry. Our team is dedicated to ensuring that every audience leaves the theatre having witnessed a truly spectacular performance.

Our productions combine traditional family pantomime with modern music, amazing special effects and lots of humour with a story full of warmth. We write our own scripts ensuring a strong degree of storytelling and focussing on a fun show which engages the whole family. Local jokes and topical references are included so that the audience feels that they have seen a unique performance created specifically for them. We like to follow pantomime tradition by including a ghost gag, song sheet and relevant scripted routines, whilst also creating a modern script that has great pace and is well constructed. We believe that pantomime is a family show, and one that can be enjoyed by every generation.

We are responsible for the casting, scenery, costumes, special effects, stage management and all other creative and administrative elements of each pantomime production. The strength of our team ensures that we have the expertise needed to produce professional pantomime on a spectacular scale, and we have continued to meet our targets every year in terms of artistic vision and financial success.

Polka Dot Pantomimes has eight staff consisting of a Company Director, Producer, Technical Producer, Head of Casting, Creative Director, Finance Manager, Administrator and a Child Licencing/Safeguarding Facilitator who all have vast experience in theatre production. For each of our pantomimes the company employs freelance Directors and Choreographers who all have professional pantomime credits and where possible, we like to use local practitioners in these roles. The freelance Stage Management positions are selected through experience, expertise and recommendation. We always ensure that every member of staff works well independently and as part of a team. We plan every production with precision and are able to find solutions to any challenges that arise. We operate an equal opportunities policy when selecting our staff and conform to all necessary health and safety procedures. We also adhere to each council's child protection policies and ensure that staff are DBS checked and first aid trained. We are a fully inclusive company and encourage people from a diverse range of backgrounds to apply for positions within our organisation.

We produced eight pantomimes during the 2024/25 season which were as follows:

Rapunzel (Albert Halls, Bolton - 600 capacity, 51 performances)

Beauty and the Beast (Guildhall Arts Centre, Grantham - 210 capacity, 63 shows)

Snow White (South Holland Centre, Spalding - 342 capacity, 40 shows)

Sleeping Beauty (Eric Morecambe Centre, Harpenden - 550 capacity, 33 shows)

Snow White (Thameside Theatre, Grays - 320 capacity, 54 shows)

Jack and the Beanstalk (Redgrave Theatre, Bristol – 312 capacity, 50 shows)

Cinderella (Prince Of Wales Theatre, Cannock, 450 capacity, 14 shows)

The Magical Pantomime Adventures of Peter Pan (White Rock, Hastings, 1066 capacity, 31 shows)

CASE STUDIES

GRANTHAM

We have produced pantomimes at the Guildhall Arts Centre, Grantham since 2009. With an audience capacity of 210 it is comparable to the Cornerstone Arts Centre. When we started producing pantomimes at this intimate venue gross box office was £36,000. We have grown audience capacity, length of run and number of shows steadily and now perform 64 shows with gross box office exceeding £155,000. We believe we could achieve similar success at the Cornerstone Arts Centre within three years.

BRISTOL

We have produced pantomimes at the Redgrave Theatre, Bristol since 2019 and are currently on the final year of a three year contract. When we began in 2019 the theatre had never staged a professional pantomime before but has a high profile pantomime as a local competitor. We set a new box office record of £95,000 for any production at the venue and since then have increased sales and audience capacity every year. The Redgrave Theatre has an audience capacity of 315. Previous sales and show titles have been as follows...

2019 Beauty and the Beast £95,000
 2020 Covid
 2021 Cinderella £135,000
 2022 Aladdin £192,000
 2023 Rapunzel £209,000
 2024 Jack and the Beanstalk £242,000

In 2019 we scheduled 21 shows, and that has grown to 54 shows for the 2025/26 season. At the Redgrave Theatre we have been successful in offering a professional alternative to the local Crossroads pantomime where ours is more affordable but with high production standards. Audience feedback has been incredible each year and we have exceeded all expectations in terms of artistic success and financial growth.

HASTINGS

The previous pantomime provider achieved ticket sales as follows...

2023 Cinderella £241,000
 2022 Beauty and the Beast £265,000
 2021 Robin Hood £296,000

We were awarded the contract in 2024 and will be producing pantomimes at the White Rock for a guaranteed five years. Due to the strength of the casting, production values and effective marketing plan we achieved sales as follows...

2024 The Magical Pantomime Adventures of Peter Pan £330,000

We balanced the artistic vision with budget limitations by ensuring that we invested heavily into the first year of our tender to ensure that the standard was superior to previous years. This has reignited customers faith in the White Rock pantomime and we are confident that we can continue to build audience figures and increase box office income for the 2025 season and future years.

We have attached a spreadsheet demonstrating the run length, audience numbers and income generated for each detailing year on year growth for three of our current venues – the spreadsheet is titled CORNERSTONE FIGURES

SUPPORT STAFF/IN HOUSE CREW

We are a very adaptable company who will provide all necessary staff required to ensure each pantomime runs smoothly in a safe, constructive and risk free environment. At each of our current

venues we agree the size of technical team that the theatre can provide and consequently we employ all other positions.

As the theatre have stipulated in the tender documentation that they will provide two technical staff (for the get in and get out, production days, technical and dress rehearsals) and one supervising technician (for the run of performances) we will provide all other positions.

The Polka Dot team typically consists of Director, Choreographer, Musical Director, Company Stage Manager, Deputy Stage Manager, Assistant Stage Manager, two Stage Crew, Lighting Designer/Operator, Sound Designer/Operator, Wardrobe Supervisor, and Head Chaperone (plus other Chaperones as required). These roles are present throughout the rehearsals and performances. We also provide our Production Manager during the get in and get out for additional support. We have a bank of very experienced freelance professionals that we have previously used and these will be selected once our portfolio of pantomimes has been agreed for the forthcoming season. We are also happy to employ any venue staff that the Cornerstone Arts Centre would like us to use, based on the good work they displayed during previous work at the venue.

The freelance Technical and Stage Management positions are selected through experience, expertise and recommendation. At Polka Dot we always ensure that every member of staff works well independently and as part of a team. We plan every production with precision and are able to find solutions to any challenges that arise. With every production we only employ highly motivated and talented people with a passion for perfection and the knowledge to retain our high standards. We operate an equal opportunities policy when selecting our staff and conform to all necessary health and safety procedures. We also adhere to each council's child protection policies and ensure that all staff are DBS checked and first aid trained. We are a fully inclusive company and encourage people from a diverse range of backgrounds to apply for positions within our organisation. Polka Dot Pantomimes is a team effort and we feel that our business model is successful in enabling us to provide fantastic family entertainment to audiences of all ages.

IMAGES/RECORDINGS

Here is a show reel of our 2023/2024 season that includes a montage of our productions:

https://drive.google.com/file/d/1_Oic-pMpza7jUPwPt2XuIJNxaW1Fpx3n/view

The following link demonstrates examples of the scenery, costumes and Special effects we use in our pantomimes:

https://drive.google.com/drive/folders/1NRSGqA3San0sD1cRvzL4_-xLY33pFYis?usp=drive_link

A visual example of one of our pantomimes can be found at the following link – demonstrating our style, narrative and production values. We have chosen Beauty and the Beast as we believe this would be a great title for Year One of the contract:

<https://youtu.be/3MwWecID0-s>

Our Beauty And The Beast Script can be found at the following link:

https://docs.google.com/document/d/1OIN74hA9Jlab4DIH67go_fjwp2uAP5TO/edit?usp=sharing&ouid=102005652982289407938&rtpof=true&sd=true

FUTURE TITLES

As the venue staged Cinderella for the 2024 season, we would like to propose the following titles for duration of the contract, but we would be happy to adapt these according to the venues wishes:

2025/26 BEAUTY AND THE BEAST

| | |
|----------------|----------------------------------------|
| 2026/27 | SNOW WHITE |
| 2027/28 | JACK AND THE BEANSTALK |
| 2028/29 | RAPUNZEL |
| 2029/30 | THE NEW ADVENTURES OF PETER PAN |

The above titles are all very popular and, in our opinion, would enable artistic development and financial growth each year.

PRESS REVIEWS/AUDIENCE FEEDBACK

We have built up an extremely loyal database of customers at each of our venues and manage to increase audience capacity and box office income annually. The feedback we receive is exemplary and we ensure that our pantomimes are fully inclusive, suitable for every generation and the perfect festive family treat. We also cater specifically to schools groups by adapting the family shows with a shorter running time, omitting some of the Dame's gags and making subtle changes to fully engage the school children. We also perform relaxed and signed versions of the pantomime at each of our venues, and we would be keen to introduce these performances at the Cornerstone Arts Centre to ensure we are fully including the local community.

Examples of our press reviews can be found at the following link:

https://drive.google.com/file/d/1WqddBEFmziCbDOfJNNVFWYfs7XRi-9VH/view?usp=drive_link

REFERENCES

We create an effective working relationship with every venue and ensure that we adapt according to the needs of each venue team. We are happy to incorporate as many ideas as the venue staff wish to give, but appreciate the workload of venue staff too, meaning that we can achieve all targets and key milestones without bothering venue staff when they are busy. We are happy for you to contact any of our venues to obtain a reference, and include the contact details below:

Albert Halls, Bolton – Liz Gatrack (Theatre Manager)

liz.gatrack@bolton.gov.uk

Guildhall Arts Centre, Grantham – Jade Porter (Arts and Cultural Services Manager)

jade.porter@southkesteven.gov.uk

South Holland Centre, Spalding – Joanne Mackel (Theatre Manager)

Joanne.Mackel@sholland.gov.uk

Eric Morecambe Centre, Harpenden – Jo Ditch (Operations Manager)

joditch@everyoneactive.com

Thameside Theatre, Grays – Dianna Ferry (Theatre Manager)

dferry@thurrock.gov.uk

Redgrave Theatre, Bristol – Sue Ellicott (Theatre. Manager)

sue@redgravetheatre.com

White Rock, Hastings – Andy Grays (CEO of Guildhall Trust)

andy.grays@guildhalltrust.org.uk

We believe the Cornerstone Arts Centre would be a wonderful addition to our existing portfolio and we would work in partnership with you to make the pantomime a huge success financially and artistically.

Please give examples of marketing assets and campaign support- that you have provided for pantomimes

Maximum page count 2– Weighting 5%

At the Cornerstone Arts Centre we would work in partnership with the venue marketing team to plan and deliver an agreed marketing strategy. In our previous pantomimes we have worked closely with each venue to plan and deliver the entire marketing campaign and have been extremely successful in promoting our product and attracting a wide audience.

We are happy to attend and undertake radio interviews, a launch event and Christmas lights switch on, but we also have other marketing strategies that we are happy to undertake at no additional cost to the theatre. We have introduced several marketing strategies in the past to ensure that the pantomime is well publicised. We also have a very successful schools marketing strategy that includes us providing teacher's packs and in school workshops where a member of the cast/creative team will deliver a workshop based on the history of pantomime. One of the biggest issues now facing schools is the cost of transport and risk assessments. We have been successful in negotiating discounted rates with local coach companies and providing risk assessments for schools to help combat these issues. We also offer corporate party packages at our current venues and have some businesses who purchase a whole show with the addition of a buffet and Father Christmas in attendance. We are happy to organise and staff such events to entice local businesses to use the pantomime as their perfect Christmas work party.

Our staffing structure allows our marketing department to work closely with the theatre. We have gained a wealth of experience from marketing our previous productions and we are always looking at new and innovative ways to promote the production, involving the local community as much as possible. We also like to build strong links with local councils and support events throughout the year to gain maximum exposure for the production. We have five full time staff and three freelance staff who are dedicated to working on our pantomimes. Our staff have vast experience in pantomime production so we believe we have the perfect skills to help market and sell the pantomime.

We take responsibility for the design of all artwork and branding of our pantomimes which includes design of flyers, posters, banners, billboards, adverts, show reel etc. As this is all done by one of our full time staff we can get resizes designed quickly and any amendments made without additional cost providing a quick and smooth process. All artwork will be provided to the venue marketing team in a layered format. We will also provide all relevant bios and information to produce content for the press releases. We already have templates of various press releases which are easily adaptable for the venue marketing team to produce press releases in the venue format.

Due to the ever increasing effectiveness of social media marketing, we have invested heavily into kit that enables us to produce high quality content in-house. This includes state of the art portable photography, green screen and blue screen setups complete with lighting, flashes, microphones and 4K cameras. Not only do these enable us to produce consistent images for artwork and a vast array of

marketing content but also real show footage trailers with a fast turnaround and the ability to create custom AV sequences featuring our cast for use within our productions. We have found this equipment invaluable since purchasing it last year.

In addition to the regular flyers, posters, and banners being distributed throughout the region we would also make links with local radio stations and TV companies.

Other marketing ideas include:

- Personal appearances from our cast members. We have regularly attended community events such as Christmas lights switch on, Christmas fairs and city centre shopping days. We have also visited community groups, libraries, hospitals, radio stations, and other photo opportunities. Personal appearances lead to inclusion in local and national magazines, both in advertising and editorial features.
- Send bookmarks promoting the production to all the local schools, nurseries, libraries and activity centres.
- Children's art competition to design the front cover of the souvenir programme. This helps to raise awareness within schools and is another perfect opportunity to be included in the local press as the winner gets to meet the cast and see the show.
- Press and Civic Gala Night. This is a social event to enable the press to review the show, for civic dignitaries to be invited, and for supporters and sponsors of the theatre to see the production.
- Photo shoot at the theatre with the cast to launch the pantomime for promotional purposes.
- Filming social media content at the panto launch and creating a social media timeline of trailers, interviews, weekly countdown, character profiles and biogs for cast.
- Making links with local businesses in the area to support the show by sponsoring it or advertising in the programme. Previous/current sponsorship includes local coach/bus operators allowing us to publicise our productions free of charge on their fleet of vehicles for a six week period whilst also discounting for schools and group bookings to help reduce their transport costs which therefore makes a trip to the pantomime financially viable. Other previous sponsors have included shopping centres, retail parks, garden centres, gyms and local restaurants.

Once each production has opened we ensure that we can circulate production photos and an official show trailer on social media and to local press to maximise publicity and ticket sales. We also like to get next year's production on sale before the current production opens to encourage early booking.

We also believe that we would be able to assist with the future development of the theatre's audience and cultural development strategy. We have a proven track record of increasing ticket sales at each of our current venues and we work closely with each theatre throughout the year to build audience capacity, increase income and attract new customers to the theatre.

Examples of our artwork can be found on our website: www.polkadotpantomimes.co.uk

Our current trailer is available to view at: https://drive.google.com/file/d/1_Oic-pMpza7jUPwPt2XuJNxaW1Fpx3n/view

Examples of the marketing assets we produce can be found at the following link: https://drive.google.com/drive/folders/1WtqNDe-Tw6zYaWRNCdC9ULAHdOdZ70is?usp=drive_link

An example of a marketing plan we deliver at one of our venues can be viewed at the following link: https://drive.google.com/file/d/13WW6q22Dzr5ZInqcSD0qioTYBaq9mZrY/view?usp=drive_link

What is your estimated project timeline, including:

- key milestones and deliverables for year 1

- estimated project timeline, including key milestones and deliverables for subsequent years?

Maximum page count 2 Weighting 10%

We work in partnership with each theatre to ensure that the pantomime is an artistic and financial success. We do this by being organised and methodical, disciplined and innovative, and by always working hard to improve our service. The proposed activity would be agreed by the Cornerstone Arts Centre management team if we are successful in becoming the chosen pantomime provider and is very adaptable, but in **Year One** could resemble the following:

JULY

- Initial meeting with venue staff to discuss key production decisions, staffing structure and agree a timeline of activity. Key decisions to include scenery, costumes, casting, effects, publicity, responsibilities of partners and targets
- Initial meeting with Marketing team to agree a marketing plan and budget and discuss responsibilities for implementing the plan
- Initial meeting with technical staff to discuss access times, get in, technical rehearsals, dress rehearsals, performances and get out
- Produce initial flyer/poster/banner designs and seek approval from the venue. Sign off design and distribute chosen design on social media sites, websites etc.
- Agree year one title and put show on sale
- Hold auditions for principal cast
- Confirm and contract full principal cast, send biographies and images to marketing team
- Organise photo shoot for artwork
- Start implementation of marketing plan – contacting community groups, corporate businesses, previous bookers etc

AUGUST

- Agree special effect and confirm with hire company
- Official press launch at the theatre with full principal cast
- Film all social media content with cast – edit and send to venue for approval
- Complete final artwork with full principal cast
- Announce cast on social media and distribute press releases
- Agree set design/plans
- Agree costume/wig design
- Advertise children's chorus auditions to local dance schools, academic schools, youth theatres and community groups

SEPTEMBER

- Hold production meeting with venue staff
- Start set build
- Start costume and wig creation
- Hold children's chorus auditions
- Update health and safety policies, safeguarding policies, PAT testing, LOLER testing and any other
- Advertise stage management and technical positions
- Confirm and contract Company Stage Manager and hold meetings with technical staff.
- Agree set plans and rehearsal schedule/technical schedule
- Agree lighting plan, special effects and sound
- Costume fittings with full principal cast
- Gather all children's necessary documents from parents and process the licences with local councils.

- Hold interviews for Stage Management positions and contracts.

OCTOBER

- Hold production meeting with venue staff
- Cast attend publicity and promotional activities as agreed with the venue.
- Confirm and contract all Stage Management positions.
- Hold meeting with creative staff and technical staff

NOVEMBER

- Cast attend publicity and promotional activities as agreed with the venue.
- Commence chorus rehearsals with selected children.
- Principal rehearsals commence.
- Agree production and performance schedule for following year's production and get on sale

DECEMBER

- Weekly meetings with venue staff (if required)
- Get in and fit up takes place.
- Technical and dress rehearsals
- Show opens
- Performances
- Get out

JANUARY

- Debrief with full production team

For future years we envisage adding schools performances so the agreed timeline of activities could resemble the following – but is adaptable to suit the wishes of the venue staff:

DECEMBER (Of previous year)

- Agree production and performance schedule for year one title
- Produce initial flyer/poster/banner designs and seek approval from the venue. Sign off design and distribute chosen design on social media sites, websites etc.
- Put show on sale

JANUARY

- Initial meeting with venue staff to discuss key production decisions, staffing structure and agree a timeline of activity. Key decisions to include scenery, costumes, casting, effects, publicity, responsibilities of partners and targets
- Initial meeting with Marketing team to agree a marketing plan and budget and discuss responsibilities for implementing the plan
- Contract resident Dame and any other cast the venue would like to return

FEBRUARY

- Initial meeting with technical staff to discuss access times, get in, technical rehearsals, dress rehearsals, performances and get out

MARCH

- Agree audition date for principal cast and professional dancer auditions
- Agree special effect and confirm with hire company

- Start implementation of marketing plan – contacting schools, nurseries, community groups, corporate businesses, previous bookers etc

APRIL

- Hold auditions for principal cast, offer and contract
- Agree set design/plans
- Agree costume/wig designs

MAY

- Hold production meeting with venue staff
- Start set maintenance and build for any new creation
- Start costume and wig creation

JUNE

- Organise photo shoot for artwork
- Announce cast on social media and distribute press releases
- Send contracted cast headshots and bios to marketing team and release on social media

JULY

- Official press launch at the theatre with full principal cast
- Film all social media content with cast – edit and send to venue for approval
- Add cast to artwork and agree final artwork branding
- Update health and safety policies, safeguarding policies, PAT testing, LOLER testing and any other policies
- Hold staff training for health and safety legislation, first aid course, safeguarding

AUGUST

- Advertise stage management and technical positions
- Confirm and contract Company Stage Manager and hold meetings with technical staff.
- Agree set plans and rehearsal schedule/technical schedule
- Agree lighting plan, special effects and sound
- Costume fittings with full principal cast

SEPTEMBER

- Hold production meeting with venue staff
- Hold interviews for Stage Management positions and contract.

OCTOBER

- Hold production meeting with venue staff
- Cast attend publicity and promotional activities as agreed with the venue.
- Confirm and contract all Stage Management positions.
- Hold health and safety meeting for special effect with Burnt Toast
- Hold meeting with creative staff and technical staff
- Agree production and performance schedule for following year's production and get on sale

NOVEMBER

- Cast attend publicity and promotional activities as agreed with the venue.
- Principal rehearsals commence.

- Get in and fit up takes place.
- Technical and dress rehearsals
- Show opens

DECEMBER

- Weekly meetings with venue staff (if required)
- Performances
- Ensure consistency of performances via show reports

JANUARY

- Get out
- Debrief with full venue staff and production team

We believe that there is the potential to achieve box office sales of approximately £100,000 in Year 1, £125,000 in Year 2 and £150,000 in Year 3. This will be possible due to our excellent production values, a strong marketing campaign to attract the local and wider reaching community and giving customers excellent value for money. In Year 2 we would propose the addition of schools shows, a relaxed performance and a signed performance, thus lengthening the run by approximately five days and a show schedule of approximately 28 shows. In Year 3 we would propose a ticket increase and a small increase of shows to take the total to approximately 32 performances.

Please detail your proposed approach to delivering **social value** throughout the five-year pantomime contract, going beyond just the performances.

Specifically, how will you positively impact the local community by addressing at least three of the following areas: **community engagement and participation, local employment and skills development, environmental sustainability, accessibility and inclusivity, and partnerships with local organisations or charities?**

Your response should include specific examples and measurable outcomes to demonstrate your commitment to enhancing the well-being of the South Oxfordshire district.

Maximum page count 2– score 5%

At Polka Dot Pantomimes, Social Value delivery is a core aspect of our company ensuring community engagement and inclusivity across all productions. Company Director, **Darren Maddison**, is the designated Social Value Coordinator, overseeing and integrating social value initiatives into recruitment, production schedules, and performances.

Social Value will be managed within the organisation through the following approaches:

Community engagement and participation

Local schools: All children will be offered the chance to audition to be in the show. This helps to involve the whole community and children from diverse backgrounds.

Community programmes: We deploy staff, volunteers, and performers to lead community programmes, ensuring roles are tracked and time allocated for outreach. A dedicated budget funds outreach programmes, subsidised tickets, and community engagement initiatives. Cast members/Polka

Dot staff can attend schools to deliver a pantomime workshop and provide teaching packs before schools come and see the performance to heighten the experience.

Local sourcing: We will source as many production items as possible locally, including costumes, set pieces, props and technical equipment. We will request quotations for any production requirements from local businesses. In the event that any of the production staff require accommodation we would always ensure that it remains local.

Cast participation: Personal appearances from cast members (Christmas lights switch on, Christmas fairs, city centre shopping days, visits/workshops to community groups, libraries, hospitals, radio stations).

Local employment and skills development

Targeted Local Recruitment and Training: We work closely with local community groups, schools/universities/colleges and performing arts institutions to identify local performers, and creative talent which works to address local unemployment. Our recruitment process includes outreach to job boards to recruit stage management/crew roles as well as partnerships with recruitment agencies. We aim for the inclusion of local talent in key roles, integrating them into the production process.

Environmental sustainability

Support to reduce Carbon Emissions: All personnel are encouraged to take public transport, share travel in order to reduce local congestion, carbon emissions and air pollution. We use rechargeable batteries in our props and recycle mic single use batteries to reduce waste. We're also promoting reusable water bottles and setting up recycling stations backstage and for the audience. These sustainable practices help reduce our environmental impact, cut down on waste, and encourage eco-friendly habits. Additionally, we will always ensure that our waste is kept to an absolute minimum and recycle where practically possible.

Accessibility and inclusivity

Relaxed and Signed Performances: We collaborate with SEN (Special Educational Needs) groups, community centres, and schools to identify individuals and groups who would benefit from these performances. At least one relaxed and one signed performance are included in every season, ensuring access for diverse groups. Feedback is gathered from attendees to ensure these performances meet the needs of the audience.

National Living Wage: We are an equal opportunities company that encourages diversity and inclusion, and ensures all employees feel valued, included and respected. We ensure fair wages and support for those we employ.

Equality and Fairness: Through our pantomimes, we aim to support those most in need by offering accessible and inclusive entertainment that brings joy to disadvantaged families and communities across the district. We strive to create opportunities for education, training, and retraining within the theatre industry. By combining the magic of pantomime with social impact, we seek to reduce deprivation and foster a sense of community and wellbeing. We identify communities in need by collaborating with local councils and charities. We assess performance accessibility and partner with community groups to provide subsidised tickets for disadvantaged families. Feedback from beneficiaries is gathered through surveys to measure the impact of our inclusive initiatives.

Partnerships with local organisations or charities

We aim to work with charities, SEN and community groups – Working in partnership with organisations like Oxfordshire Family Support Network (OxFSN) and Autism Family Support Oxfordshire (AFSO)

offering subsidised tickets and tailored performances, ensuring greater access for underrepresented and disadvantaged communities.

We always aim to actively support a local charity by having collection buckets available for donations at each pantomime performance. A charity will be decided mutually with the theatre.

Resources to used to implement social value incentives will be as follows:

Human Resources: Staff, performers, and volunteers will lead workshops, outreach, and community programs.

Financial Investment: A dedicated budget will fund subsidised tickets, outreach programs, teaching packs for teachers, charity collections

In-Kind Contributions: Donations of costumes, props, and rehearsal spaces for community use.

Technology: Social media and virtual platforms will promote and deliver programs reducing carbon print by producing digital programs as opposed to traditional print.

Sustainability: We prioritise eco-friendly practices, such as recycling materials for workshops.

Processes for engagement and collaboration with relevant local stakeholders, including voluntary Community and Social Enterprises (VCSEs)

Engaging with local stakeholders is key to delivering impactful Social Value outcomes. We'll collaborate with:

Key Stakeholders

1. **South Oxfordshire Council** – To align initiatives with community priorities and secure support.
2. **Schools** – Offering workshops and performances to enhance students' cultural experiences.
3. **Charities/ SEN and Community Groups** – we aim to work with groups such as Oxfordshire Family Support Network (OxFSN) and Autism Family Support Oxfordshire (AFSO) to provide access to subsidised tickets and performances for underrepresented groups.
4. **Local Businesses** – Seeking sponsorships and donations for workshops and outreach programs.
5. **Volunteers** – Engaging local volunteers to support events and gain experience through the support of the voluntary, community and social enterprise sector in South Oxfordshire.
6. **Local Event Organisers** - e.g collaborating with local events to support social values.
7. **Cultural and Arts Organisations:** Collaborating with arts organisations to promote cultural vibrancy, offer educational initiatives, and develop community performances that reflect the area's diverse culture.
8. **Local Media:** Building relationships with local news outlets such as the Oxford Mail to ensure that the positive social impact of our productions is shared and that community events are widely promoted.

Part 5 – Pricing Schedule

Please see attached a separate excel spreadsheet entitled

Schedule 2 - Pricing Schedule

APPENDIX 1 DECLARATIONS

APPENDIX 1.1 SELF CERTIFICATION

Contact details of those making the declaration

I declare that to the best of my knowledge the answers submitted, and information contained in this complete document are correct and accurate, including parts 1,2,3,4 and 5.

I declare that, upon request and without delay I will provide the certificates and/or documentary evidence referred to in this document except where this document can be accessed by the contracting authority via the Central Digital Platform free of charge or the contracting authority already possesses the documentation.

I understand that the information will be used in the selection process to assess my suitability to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

Signature (electronic is acceptable)

Date D.Maddison

| | Response |
|----------------------|------------------------------------------------|
| Contact name | Mr Darren John Maddison |
| Name of organisation | Polka Dot Pantomimes Ltd |
| Role in organisation | Company Director |
| Phone number | 07904 197640 |
| E-mail address | darren@polkadotpantomimes.co.uk |
| Postal address | 253 High Street, Fletton, Peterborough PE2 9EH |

APPENDIX 1.2 - FORM OF TENDER FOR CORNERSTONE CHRISTMAS PANTOMIME

Unless and until a formal Contract is prepared and executed, this Tender together with your written acceptance thereof, shall constitute a binding Contract between both parties.

Statement from Bidder

Having examined the Contract Terms & Conditions, and the Specification for the above-mentioned requirement, I / we offer to perform the Services for the initial Term from the Date of Commencement and to comply with the Contract Terms & Conditions. I / we understand that the Council is not bound to accept the lowest or any Tender it receives.

I / we understand that no payment will be made for any expenses or losses incurred in the preparation of my / our Tender.

I/we agree that this Tender remain open for acceptance for thirty days [30] after the last day for receipt of Tenders.

| | |
|------------------|-------------------------|
| Signed: | D. Maddison |
| Name: | Mr Darren John Maddison |
| Position: | Company Director |
| Date: | 30/5/25 |

APPENDIX 1.3 - CONFIDENTIAL INFORMATION STATEMENT

We the undersigned, understand that we are allowed access to confidential information belonging to South Oxfordshire District Council ("the Council") in order to prepare our tender for the Contract. This may include personal information under the terms of the Data Protection Act 2018 incorporating the UK General Data Protection Regulation(UK GDPR)

This information will be kept secure at all times while in our possession. Only those staff within our organisation that are required to see the information in order to prepare the tender, are to be given access to the information.

The information will not be used for any purpose, other than for which it is being supplied.

No part or parts of the information will be retained once the tender has been submitted, save as that required to be retained for audit and compliance purposes. The recipient will retain the minimum confidential information that is required for the audit and compliance purposes and will treat such information with the same degree of care as we exercise for our own confidential information.

The Terms of this Agreement will also be applied to any other organisations, such as sub-contractors or consultants, who may work with us to provide information to prepare the tender.

Should any breach of the above take place, I will immediately notify the Council's Data Protection team by emailing dataprotection@southandvale.gov.uk

| | |
|----------------------|--------------------------|
| Company name: | Polka Dot Pantomimes Ltd |
| Signed: | D. Maddison |
| Name: | Mr Darren John Maddison |
| Position: | Company Director |
| Date: | 30/5/25 |

APPENDIX 1.4 - ANTI-COLLUSION AND CORRUPTION STATEMENT

In recognition of the principle that the essence of selective tendering is that the Council shall receive bona fide competitive Tenders from all those Tendering

I / WE CERTIFY THAT:

1. This Tender is submitted in good faith, and that we have not fixed or adjusted the amount of the Tender in accordance with any agreement or arrangement with any other person/company.

I / we also certify that I / we have not and shall not before the award of any Contract:

- (a) communicate to any person other than South Oxfordshire District Council ("the Council") as recipient of this Tender the amount or approximate amount of the Tender or proposed Tender, in accordance with any agreement so to communicate except where the disclosure, in confidence, or the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the Tender;
 - (b) enter into any agreement or arrangement with any person other than the Council as recipient of this Tender,
 - (c) pay, give or offer to pay or give any sum of money or other valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the work, any act or thing of the sort described in paragraphs (a) or (b) above.
2. I / we further certify that the principles described above have been, or will be, brought to the attention of all sub-contractors, suppliers and associated companies providing materials or services connected with the Tender and any Contract entered into with such sub-contractors, suppliers or associated companies will be made on the basis of compliance with the above principles by all parties.
 3. In this certificate, the word "person" includes any persons and anybody or association, corporate or unincorporated; "any agreement or arrangement" includes any transaction, formal or informal and whether legally binding or not; and "the work" means the work in relation to which this Tender is made.

| | |
|------------------|-------------------------|
| Signed: | D. Maddison |
| Name: | Mr Darren John Maddison |
| Position: | Company Director |
| Date: | 30/5/25 |

APPENDIX 1.5 - ANTI-CANVASSING CERTIFICATE

I / We hereby certify that I / We have not and shall not canvas or solicit any member, officer or agent of South Oxfordshire District Council ("the Council") in connection with this or any other Tender or proposed Tender, and that no person employed by me/us or acting on my/our behalf has done any such act.

I/we agree that the Council may, in consideration of this Tender, and in any subsequent actions, rely upon the statements made in this Certificate.

| | |
|------------------|-------------------------|
| Signed: | D. Maddison |
| Name: | Mr Darren John Maddison |
| Position: | Company Director |
| Date: | 30/5/25 |

APPENDIX 1.6 - FREEDOM OF INFORMATION DISCLOSURE STATEMENT

South Oxfordshire District Council ("the Council") undertakes to hold confidential any commercially sensitive information provided by the Bidder subject to:

- disclosure of information specified above as liable for release to the public; and
- the Council's obligations under law including the Freedom of Information Act 2000 and the Environmental Information Regulations.

Please state below any information that the Bidder specifically does not wish the Council to disclose together with any timescale relating to this non-disclosure e.g. for first 6 months, lifetime of the Contract etc.

Bidders should note that the Council may still need to disclose such information if necessary to comply with its obligations. This may include the disclosure of unsuccessful bidders.

The Council will endeavor to consult with the Bidder about commercially sensitive information before making a decision regarding disclosure.

I / we agree that information relating to this Tender or subsequent Contract may be disclosed, save for the information specified below which we consider to be commercially confidential:

| Commercially sensitive information | Period of sensitivity |
|------------------------------------|-----------------------|
| N/A | |
| | |
| | |

| | |
|------------------|-------------------------|
| Signed: | D. Maddison |
| Name: | Mr Darren John Maddison |
| Position: | Company Director |
| Date: | 30/5/25 |

Certificate Of Completion

Envelope Id: D0800A57-CF2C-4234-B097-1FC8BFE3489C

Status: Completed

Subject: Complete with Docusign: (20018) Cornerstone Arts Centre Performance Agreement

Source Envelope:

Document Pages: 90

Signatures: 3

Envelope Originator:

Certificate Pages: 6

Initials: 0

Legal Support Team

AutoNav: Enabled

Seal: 1

Abbey House

Envelopeld Stamping: Enabled

Abbey Close

Time Zone: (UTC) Dublin, Edinburgh, Lisbon,

Abingdon, OX14 3JE

London

legal@southandvale.gov.uk

IP Address: 82.6.1.237

Record Tracking

Status: Original

Holder: Legal Support Team

Location: DocuSign

7/23/2025 4:10:33 PM

legal@southandvale.gov.uk

Signer Events

Signature

Timestamp

Darren Maddison

darren@polkadotpantomimes.co.uk

Security Level: Email, Account Authentication
(None)

DocuSigned by:

D15EBC1DB5804C9...

Sent: 7/23/2025 4:20:51 PM

Viewed: 7/24/2025 9:34:11 AM

Signed: 7/24/2025 9:38:36 AM

Signature Adoption: Drawn on Device

Using IP Address: 5.64.230.254

Electronic Record and Signature Disclosure:

Accepted: 7/24/2025 9:34:11 AM

ID: 0a8f95b8-0fbe-468e-9842-ada86c812fbf

Legal Support Team

legal@southandvale.gov.uk

South Oxfordshire and Vale of White Horse District

Councils

Security Level: Email, Account Authentication
(None)

Completed

Sent: 7/24/2025 9:41:47 AM

Viewed: 7/24/2025 9:44:22 AM

Signed: 7/24/2025 9:44:33 AM

Using IP Address: 38.9.9.241

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Gillian Mason

Gillian.Mason@southandvale.gov.uk

Security Level: Email, Account Authentication
(None)

Signed by:

974671D6008849E...

Sent: 7/24/2025 9:44:39 AM

Viewed: 7/24/2025 9:49:35 AM

Signed: 7/24/2025 9:49:53 AM

Signature Adoption: Pre-selected Style

Using IP Address: 95.168.121.18

Electronic Record and Signature Disclosure:

Accepted: 7/24/2025 9:49:35 AM

ID: d38364a4-2636-40cd-aae7-183e722ccfdc

Gillian Mason

Gillian.Mason@southandvale.gov.uk

Security Level: Email, Account Authentication
(None)

Completed

Sent: 7/24/2025 9:50:01 AM

Resent: 7/24/2025 3:42:45 PM

Viewed: 7/24/2025 3:43:17 PM

Signed: 7/24/2025 3:48:04 PM

Using IP Address: 95.168.116.16

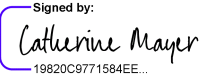
Electronic Record and Signature Disclosure:

Accepted: 7/24/2025 3:43:17 PM

ID: d96699a6-0d3a-43bc-8b2b-d4c8ed7b9d22

Seal Events

Timestamp

| Seal Events | | Timestamp |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Seal Name: South Oxfordshire District Council Seal Certificate CN: South Oxfordshire and Vale of White Horse Legal Services Security Level: Digital Certificate Signature Provider Details: Signature Type: DocuSign Protect & Sign (Client ID: DDE5E85D-4085-40B6-8785-DA3CCD16D81E) Signature Issuer: DocuSign Sealing CA - G2 | | Completed Sent: 7/24/2025 9:41:22 AM Sealed: 7/24/2025 9:41:45 AM Signature Provider Location: https://ps-ws.dsf.docu gn.net/ds-server/s/noauth/psm/ tsp/sign |
| In Person Signer Events | Signature | Timestamp |
| Editor Delivery Events | Status | Timestamp |
| Agent Delivery Events | Status | Timestamp |
| Intermediary Delivery Events | Status | Timestamp |
| Certified Delivery Events | Status | Timestamp |
| Carbon Copy Events | | Timestamp |
| Louise Birt Louise.Birt2@southandvale.gov.uk Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | | COPIED Sent: 7/24/2025 3:48:09 PM Viewed: 7/25/2025 10:43:17 AM |
| Daniel Harrison daniel.harrison@southandvale.gov.uk Community Arts Mananger Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 4/1/2025 9:12:20 AM ID: 26e90d55-4c19-49b0-97a7-980702d3b1c7 | | COPIED Sent: 7/24/2025 3:48:11 PM |
| Angela Cox angela.cox@southandvale.gov.uk Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 7/24/2025 1:26:59 PM ID: 541c20e3-ec78-4da1-99f2-5ffe78fa38ac | | COPIED Sent: 7/24/2025 3:48:13 PM Viewed: 7/28/2025 7:24:01 AM |
| Witness Events | | Timestamp |
| Catherine Mayer catherine@polkadotpantomimes.co.uk Producer 2 Hatfield Court, Hampton Gardens, Peterborough, PE7 8RT Witness for Darren Maddison (darren@polkadotpantomimes.co.uk) Security Level: Electronic Record and Signature Disclosure: Accepted: 7/24/2025 9:39:08 AM ID: 03fdcb08-a747-4a2f-9fb4-1c1ee85ed1d1 | | Signed by:  19820C9771584EE... Signature Adoption: Pre-selected Style Using IP Address: 5.64.230.254 Sent: 7/24/2025 9:38:42 AM Viewed: 7/24/2025 9:39:08 AM Signed: 7/24/2025 9:41:19 AM |
| Notary Events | | Timestamp |

| Envelope Summary Events | Status | Timestamps |
|-------------------------|------------------|----------------------|
| Envelope Sent | Hashed/Encrypted | 7/23/2025 4:20:52 PM |
| Envelope Updated | Security Checked | 7/24/2025 3:42:44 PM |
| Envelope Updated | Security Checked | 7/24/2025 3:42:44 PM |
| Envelope Updated | Security Checked | 7/24/2025 3:42:44 PM |
| Certified Delivered | Security Checked | 7/24/2025 3:43:17 PM |
| Signing Complete | Security Checked | 7/24/2025 3:48:04 PM |
| Completed | Security Checked | 7/24/2025 3:48:13 PM |

| Payment Events | Status | Timestamps |
|----------------|--------|------------|
|----------------|--------|------------|

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, South Oxfordshire District Council (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact South Oxfordshire District Council:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: anne.ricketts@southandvale.gov.uk

To advise South Oxfordshire District Council of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at anne.ricketts@southandvale.gov.uk and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from South Oxfordshire District Council

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to anne.ricketts@southandvale.gov.uk and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with South Oxfordshire District Council

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to anne.ricketts@southandvale.gov.uk and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify South Oxfordshire District Council as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by South Oxfordshire District Council during the course of your relationship with South Oxfordshire District Council.