

Heads of Agreement: C Arts and SESAM

Henry S. Thompson

6 Mar 2024

Copyright © 2024 [Henry S. Thompson](#) CC-BY-SA

1. Introduction

Hartley Kemp of [C Arts](#) has offered to hire the Meeting House at 7 Victoria Terrace, Edinburgh, for use as an Edinburgh Festival Fringe venue from 2024-07-21–2024-08-31 (seven weeks). He has provided both a draft contract and supporting information including a draft budget and a number of emails with details of his dealings with the other venues he uses and the performers he features in them.

He has asked for a decision from us as a matter of urgency. This document sets out our offer as a basis for an agreement in principle to go ahead. We aim to agree a version of these terms by 8 March, with an actual contract to follow as soon as possible thereafter.

2. Finance

2.1. Primary costing

Spaces in use Meeting room, Hall, possibly Library, possibly Creche, East half of Foyer

Spaces reserved Office, West half of Foyer (assuming Cafe)

Spaces for discussion Bow Room

Seats 140*

Days in venue 42 (21/7–31/8), assuming week -1 get-in is viable

Venue hire £8800 (approx. 140 × £63), payable in 4 equal instalments on 1 June, 14 July, 14 August, 14 September

* CA's own projection, CA to bear the responsibility for ensuring Fire Safety approval for their seating plans.

2.2. On-costs

Electricity CA to cover their usage: £500 deposit, we will record meter on 13/7, 20/7 and 1/9, invoice for 42 days based on KW/hrs from 21/7–31/8 less our estimated baseline from KW/hrs between 13/7–20/7

Insurance CA to provide insurance cover for all their risks and liabilities under this Agreement, including risks of cancellation. In particular, CA to provide proof of Public Liability Insurance cover for at least £5 million, in order to satisfy our insurers.

Cleaning CA to cover cost of cleaning the spaces they are using (see above, plus Stair, 1st and 2nd floor hallways, upstairs toilets), either by their own people + hired-in, or by our people and we will invoice for an agreed percentage (80%?)

Sundries CA to cover cost of all toilet supplies for upstairs toilets (loo roll, soap, towels)

3. Access and Security

CA to allow access to and use of the Meeting Room for our use on Sundays during the term of their hire, between 0930 and 1300.

CA to configure the Meeting Room appropriately for our Sunday use.

CA to bear responsibility for security at all times other than that.

4. Mutual agreement

Although this agreement is for 2024 only, both parties will be open to continue this arrangement thereafter

if they are both happy with the way things go this year.

5. Oversight

Given CA's stated aims, we do not anticipate any issues about the companies who will use the venue or the material they will present, but CA agree to give timely information about the companies and their material to us for review, and to accede to reasonable requests for changes.

6. Cafe

We plan to have a pop-up cafe in operation, provided by the proprietors of the Hideout Cafe up the road from the Meeting House, in the West half of the Foyer and possibly the Bow Room.

7. Profit-sharing

We are bearing some of the risk, we would like some of the profits, if any. We'd like to have a small share of CA's gross income. As CA typically operate on a guarantee + split basis with their shows, exactly how to formulate this will depend on the details of this year's agreements between CA and the shows

Basically we're looking for something in the neighbourhood of £2,000 if CA hit the £20,000 'profit' they are aiming for.