



ANDREW LLOYD WEBBER
SHOW LICENSING

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THE PHANTOM OF THE OPERA - YOUTH GROUP UK & EIRE

TERMS & CONDITIONS

Agreement between The Really Useful Group Ltd., 6 Catherine Street, London, UNITED KINGDOM, WC2B 5JY ("the Licensor") and "The Licensee".

1. DEFINITIONS

1. "the Play" shall mean an English language production of the dramatico-musical work entitled THE PHANTOM OF THE OPERA by Andrew Lloyd Webber, Charles Hart & Richard Stilgoe ("the Authors").
2. "the Term" shall mean from the authorised start date to the authorised end date.
3. "the Stage Rights" shall mean the non-exclusive right to produce an amateur production of the Play during the Term at the authorised venue for the authorised number of performances
4. "Non-Replica" shall mean not reproducing any of the directions, designs, choreography, costumes or other creative elements from any previous production of the Play.
5. "Box Office Receipts" shall mean the gross sums received by the Licensee and/or respective agents, employees, and affiliates of the Licensee from all sources whatsoever in respect of the sale of tickets of admission to any performances of the Play actually given pursuant to the terms of this Agreement after the deduction only of customary taxes and commissions.

2. GRANT OF RIGHTS

1. In consideration of the royalties provided for in Clause 5 below, the Licensor hereby grants to the Licensee the right to exercise the Stage Rights during the Term.
2. The Play will be performed in accordance with the material supplied by the Licensor or the Licensor's agent. No alterations may be made to the storyline, text or the music without the express written consent of the Licensor which may be given or withheld at the Licensor's absolute discretion. The interpolation of any other or additional dialogue, music or lyrics is expressly prohibited.
3. The Licensor grants to the Licensee the non-exclusive right to use the names, likenesses and biographies of the Authors but only subject to the prior written approval of the Licensor and only in connection with the Production.
4. All rights other than those specifically granted herein including, but not limited to, the use of any existing stage directions, set designs, costume designs, lighting designs or choreography, merchandising rights, sponsorship rights, internet rights, the right to make a cast recording of the Play, the right to broadcast or disseminate the Play in any format or via any media (now known or hereafter invented or

discovered), televise, stream, film, or otherwise record the Play by any means whether audio or video either in rehearsal or performance are strictly reserved to the Licensor. The Licensee shall not register or use a domain name or URL address featuring the title of Play in whole or part thereof.

3. CREDITS

1. a.) There is to be no advertising or ticket sales for the Licensee's production of the Play on the internet at any time except on the Licensee's own website and the venue website.

b.) If advertising in any of the permitted online places mentioned in Clause 3.1.a) the Licensee shall undertake that the title shall be stated as: THE PHANTOM OF THE OPERA - An Amateur Youth Group Production.

2. The Licensee shall undertake to cause the names of the Authors to be announced in letters no less than 50% (fifty per centum) of the size of the title of the Play, but in no event smaller than that used for credit to any other individual or the Licensee on all programmes and in all advertising and publicity relating to the Play.

3. The Licensee shall further undertake that the following credits shall be given on all programmes and advertising materials issued in connection with its presentation of the play: -

Music by Andrew Lloyd Webber Lyrics by Charles Hart

Additional lyrics by Richard Stilgoe

Book by Richard Stilgoe & Andrew Lloyd Webber

Based on the novel "Le Fantome de 'l'Opéra" by Gaston Leroux

4. The Licensee shall further undertake that the following additional credits shall be given on all programmes and advertising materials issued in connection with its presentation of the Play: -

Originally directed by Harold Prince Orchestrations by David Cullen & Andrew Lloyd Webber

Original production by Cameron Mackintosh Ltd. and The Really Useful Group Ltd.

5. The Licensee shall further undertake that the following credit shall be given on all programmes and advertising materials issued in connection with its presentation of the Play: - *An Amateur youth production by arrangement with The Really Useful Group Ltd.*, such credit to appear above the title unless otherwise agreed by the Licence.

6. The display of any advertising or publicity materials for the production must strictly adhere

to the following further conditions: -

a). All advertising must use the official PHANTOM FOR YOUTH logo as provided by the Licensor.

b). All off-line advertising and promotion for the Licensee's production of the Play must be limited to the following: -

(i) Posters and flyers within a two-mile radius of the performance venue.

(ii) Letters and e-mails to members of your group and to their families or guardians.

4. INTENTIONALLY DELETED

5. ROYALTIES AND FEES

1. Where an advance fee is being charged the Licensee shall pay to the Licensor, within 30 days of receipt of invoice, a non-returnable Advance plus value added tax ("the Advance") upon agreement of terms & conditions, recoupable against a royalty of an agreed percentage of the Box Office Receipts generated by the performances set out in clause 1.3 plus value added tax. All other fees or royalties payable to any contributing personnel shall be borne by the Licensee.
2. Where no advance fee is charged the Licensee will pay an agreed royalty percentage of the Box Office Receipts generated by the performances set out in clause 1.3 plus value added tax. All other fees or royalties payable to any contributing personnel shall be borne by the Licensee
3. Where a flat fee is charged the Licensee shall pay to the Licensor, within 30 days of receipt of invoice, an agreed flat royalty fee plus value added tax upon acceptance of terms & conditions. All other fees or royalties payable to any contributing personnel shall be borne by the Licensee
4. Upon signature hereof the Licensee shall pay to the Licensor a usage fee of £75 (Seventy-five pounds Sterling) ("the Logo Fee") plus value added tax for the provision of the official show logo to the Licensee for use solely in relation to the production of the Play licensed hereunder.
5. In respect of royalty payments as set out in Clause 5(1) and 5(2) above, the Licensee shall provide statements of account of royalties payable shall be made up and sent to the Licensor together with payment to the account of The Really Useful Group Ltd. by way of direct credit transfer to a bank account nominated by the Licensor no later than 30 (thirty) days following the end of the Term. The Licensor shall have the right to audit the books of the Licensee, inasmuch as such relate to the Play, at any time and for a period of 2 (two) years following the end of the Term.
6. Without prejudice to any other right or remedy of the Licensor any amounts outstanding after the due date for payment hereunder to the Licensor shall accrue

interest at the annual rate of 2% (two per cent) over the base rate of Bank of Scotland plc from time to time in force calculated on a daily basis from the date that payment was due.

6. CANCELLATION

The Licensee will advise the Licensor in writing in the event of cancellation. In the event that the Licensee advises the Licensor of such cancellation more than thirty days following the date of this Agreement the Advance will be retained by the Licensor.

7. APPROVALS

1. The Licensor and the Authors shall have the right of approval of the manner in which the Play is performed.
2. The Licensor shall have the right of approval of all advertising materials, artwork, credits, logos and designs relating to the Play. Such approval may be given or withheld at the Licensor's absolute discretion.
3. The Licensee will provide the Licensor with copies of all draft advertising materials, artwork, credits and logos relating to the Play by e-mail prior to any form of publication for the Licensor's review and approval.

8. CREATIVE CONTROL

The Licensor may appoint up to four representatives to attend the first or one other performance of the Play. The Licensee will provide free admittance to the Licensor's representatives for this purpose. In the event that a representative of the Licensor elects to attend a performance of the Play, the Licensor will confirm in advance the identity of such representative in writing (email to suffice). Licensee agrees to notify Licensor as soon as reasonably practicable in the event that any unconfirmed person(s) purporting to represent the Licensor attend(s) a performance.

9. WARRANTIES

1. The Licensor hereby warrants that the Play is original to the Authors and is not defamatory and the Licensor is fully empowered to grant this licence.
2. The Licensor undertakes to indemnify the Licensee against any actions, costs, claims or damages arising from any breach of this warranty.
3. The Licensee warrants and undertakes that the Production of the Play shall be in accordance with the approvals provided under clause 7; it shall exercise the rights granted hereby in accordance with and pursuant to the terms of this Agreement; it shall not take any action or omit to take any action the failure of which will in any way endanger the Play; that the respective contributions by all contributors engaged for the production of the Play shall be original to those contributors and will not infringe the rights of any third parties.

4. The person signing this Agreement on behalf of the Licensee warrants and undertakes that he/she is authorised to enter into this Agreement on behalf of all the persons comprising the Licensee.

10. LIABILITY

1. Licensee shall be fully responsible for the manner in which the Play is performed including ensuring that all health and safety legislation is complied with and complying with all other necessary regulations and requirements of local authorities or governmental bodies.
2. Licensor shall not be liable for any losses, damages, costs and/or expenses in connection with any third-party claims or actions relating to the performance of the Play. Further, in no event will Licensor be liable to Licensee for any indirect or consequential losses relating to the production of the Play or any cancellation of the production of the Play.
3. Licensee shall indemnify and hold harmless Licensor and its respective employees, affiliated entities, agents and representatives (“Licensor Parties”) from and against any and all claims demands actions damages liabilities costs losses or expenses of any nature whatsoever including legal and other professional fees (collectively “Losses”) arising from or out of (i) any breach by Licensee of its representations, warranties, covenants or obligations herein, (ii) Licensee’s negligence or other unlawful conduct or (iii) bodily injury, death or loss of or damage to property which occurs in connection with or as a result of the production of the Play and/or the performance thereof or the preparations therefore except to the extent such Losses arise from the negligence or wilful misconduct of the Licensor.

11. TERMINATION

The Licensor shall be entitled to terminate this Agreement immediately by notice in writing if:

1. The Licensee breaches the advertising conditions set out in Clause 3 above
2. The Licensee fails to make any payment hereunder by the due date.
3. The Licensee is in breach of any term or condition hereunder.
4. The Licensee has an administrator or receiver appointed over any part of its assets; or if the Licensee enters into compulsory or voluntary liquidation; or if the Licensee makes any arrangement for the benefit of its creditors or becomes subject or resorts to any laws or insolvency.

12. NO ASSIGNMENT

The Licensee shall not assign, license, transfer or charge or otherwise dispose of or subcontract any of its rights or obligations hereunder without the prior written consent of the Licensor.

13. THE LOGO

1. The Licensor hereby grants to the Licensee a non-exclusive licence to use the Logo solely in direct connection with the Licensee's performance and promotion of the production of the Play licensed hereunder (the "Logo Licence"). For the avoidance of doubt, all other rights in relation to the exploitation of the Logo are reserved to the Licensor including, without limitation, the right to exploit the Logo in conjunction with any merchandise.
2. The Logo Licence shall expire one month after the end of the Term hereof, following which the Licensee may make no further use of the Logo and must remove the Logo from the Licensee's Websites and social media pages.
3. The Licensee may not sub-license, assign or otherwise transfer any rights in or to the Logo to any third party including without limitation any sponsors associated with the production of the Play licensed hereunder.
4. The Licensee shall include in the theatre programme (or similar) and on poster and handbills in respect of its production of the Play the following trademark and copyright notice: TM & © 1986 RUG Ltd.

14. GENERAL

1. This Agreement contains the full agreement of the parties hereto concerning the subject matter hereof and may only be varied in writing by the Licensor.
2. Nothing agreed herein shall constitute a partnership or joint venture between the parties hereto.
3. In the event that the Licensee comprises more than one person (whether or not an unincorporated association) each such person shall be in all respects jointly and severally liable in respect of each and all of the obligations of the Licensee hereunder. References in this Agreement to the Licensee shall (where the context permits) be understood as including references to any and all such persons. Any obligation arising under this Agreement to the Licensor shall be an independent obligation.
4. The Headings of the Clauses of this Agreement are included only in the interests of ease of reference; they do not form part of the Agreement and should not be used either in its interpretation or its construction.

15. ASSIGNMENT OF COPYRIGHT

The Licensee undertakes to assign or to cause to be assigned to the Licensor at no cost to the Licensor the copyright in any stage, lighting or costume designs or choreography or any other designs created for the production of the Play.

16. RIDER

In addition to the terms and conditions set out in this licence, the Licensee also agrees to

observe and be bound by the conditions set out in the Rider attached hereto which shall be deemed to be incorporated in full into this Agreement.

17. PROPER LAW

This Agreement shall be construed in accordance with the Law of, and the parties hereto hereby submit to the exclusive jurisdiction of the Courts of England and Wales.

THE PHANTOM OF THE OPERA

SPECIFIC LICENSING GUIDELINES & PROVISIONS FOR YOUTH PRODUCTIONS IN THE UK & EIRE.

1. All advertising, promotional material, press releases and programmes must clearly state that the production is an amateur, youth group production.
2. All advertising, promotional material and programmes must clearly state that the production is presented solely in the name of your youth group. The production may not be presented as a co-production or collaboration with any third party.
3. The entire cast must be aged 11 - 21 years at the time of your performance.
4. The audio or video recording of any part of the music, lyrics or dialogue from the show, whether analogue or digital, is strictly prohibited under Copyright Law. This restriction extends to all forms of internet distribution, electronic retrieval systems, e.g., computer disk, hard drive, synthesizer, sequencer, MP3 etc. It is your responsibility to ensure that neither you nor any member of your youth group breaches this clause in any way.
5. The show must be performed by a mixed sex cast. No single sex casts are allowed to perform the show.
6. Performances must be Non-Replica productions. "Non-Replica" means not reproducing any stage directions, stage designs, choreography, costumes or other creative elements from any previous production of the Play.
7. Performances may only take place in a performance venue of 500 seats or less – for a maximum of five performances.
8. You may not tour your production. Performances may only take place at the Performance venue set out in our formal licence to you.
9. All advertising, promotional materials, press releases and programmes must comply with the following restrictions.
 - a) There is to be no advertising for your production or auditions on the internet at any time except for your own youth group website and the venue website.
 - b) If advertising in any of the permitted online places mentioned in Clauses 9.1.a) the Licensee shall undertake that the title be stated as: THE PHANTOM OF THE OPERA – An Amateur Youth Group Production.
 - c) All advertising, promotional materials, press releases and programmes must make use of our official youth group PHANTOM YOUTH GROUP logo which will be provided to you under the terms of your Performing Licence, upon agreement to the terms contained herein and payment of the agreed performance fee.
 - d) You must restrict your off-line advertising and promotion of your production and auditions to the following:

- i.* Posters and flyers within a two-mile radius of your performance venue.
- ii.* Letters or e-mails to your students' families or guardians.

10. In the event that a representative of the Licensor elects to attend a performance of the Play, the Licensor will confirm in advance the identity of such representative in writing (email to suffice). Licensee agrees to notify Licensor as soon as reasonably practicable in the event that any unconfirmed person(s) purporting to represent the Licensor attend(s) a performance.

11. You must observe all of the licence terms and conditions set out in our formal performance licence to your youth group.
