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SCHOOL OF ROCK – SCHOOLS ONLY UK & EIRE

TERMS & CONDITIONS

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

1. DEFINITIONS

1. “the Play” shall mean an English language production of the dramatico-musical work entitled SCHOOL OF ROCK (Music by Andrew Lloyd Webber, Lyrics by Glenn Slater, Book by Julian Fellowes) (“the Authors”) based on the Paramount movie written by Mike White.
2. “Non-Replica” shall mean not reproducing any of the directions, designs, choreography, costumes or other creative elements from any previous production of the Play.
3. “the Term” shall mean from the authorised start date to the authorised end date.
4. “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.
5. “Logo” shall mean the artwork provided by the Licensor to the Licensee for the production of the Play licensed hereunder.
6. “the Material” shall mean the show script, vocal score, vocal book, full score and 12 instrumental parts.
7. “the Backing Track” shall mean the tracks as supplied by the Licensor in digital form.

2. GRANT OF RIGHTS

1. In consideration of the royalties provided for in Clause 4 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 of 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 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 or lighting designs or choreography, merchandising rights, internet rights, the right to make a cast recording of the Play, the right to broadcast, televise, film or otherwise record the Play by any means whether audio or video either in rehearsal or performance are strictly reserved to the Licensor.

3. CREDITS

1. The Licensee shall undertake to cause the following credits 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, in-school posters and in-school advertising and publicity relating to the Play.

Based on the Paramount movie written by Mike White

Book by Julian Fellowes Lyrics by Glenn Slater Music by Andrew Lloyd Webber

2. The Licensee shall further undertake that the following credit shall be given on all programmes, posters and advertising issued in connection with its presentation of the Play: *A School production by arrangement with The Really Useful Group Ltd.*, such credit to appear above the title unless otherwise agreed by the Licensor.
3. The Licensee shall further undertake that the credits set out on Schedule 'A' hereto shall be included within all programmes produced by the Licensee for the production of the Play licensed hereunder.
4. The display of any advertising or publicity materials for the production will be strictly confined to the Licensee's own premises and website, and such materials may not be exhibited or published elsewhere.
5. All in-school advertising and programmes must make use of our official SCHOOL OF ROCK logo which will be available for download upon receipt of payment for the licence fee

4. LICENCE FEES

1. The Licensee shall pay to the Licensor a licence fee of UK £250 (two hundred and fifty pounds) plus VAT and a rental fee of UK £150 (one hundred and fifty pounds) + VAT for the provision of a digital set of the Material upon agreement of the terms & conditions for the Stage Rights and the right to use the Material and the SCHOOL OF ROCK logo for the sole purposes of the production licensed hereunder. All other fees or royalties payable to any contributing personnel shall be borne by the Licensee.

5. 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 Licence Fee will be retained by the Licensor.

6. TERMINATION

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

- 1.The Licensee is in breach of any term or condition hereunder.
2. 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 bankrupt or subject or resorts to any laws or insolvency.

7. 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).

8. APPROVALS

- 1.The Licensor shall have the right to approve all aspects of the manner in which the Play is performed.
- 2.The Licensor shall have the right of approval of all sponsorship arrangements, artwork, credits, logos and designs relating to the Play. Such approval may be given or withheld at the Licensor's absolute discretion

9. WARRANTIES

- 1.The Licensor hereby warrants that it 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 8; 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 Licensee warrants and undertakes that all on-stage cast members of the production licensed hereunder will be no older than 18 years of age at the time of the performance.

5. 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. ASSIGNMENT OF COPYRIGHT

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

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. WEBSITE/INTERNET RIGHTS

Notwithstanding anything to the contrary herein all Internet rights in the Work and any materials supplied by the Licensor relating to the Work are expressly reserved to the Licensor (including without limitation the creation of websites, social media pages or profiles and registration of domain names relating to the Work).

14. THE MATERIAL & THE BACKING TRACK

1. The Licensor shall endeavour to provide a digital set of the Material to the Licensee by e-mail within 14 days of receipt of the Licence Fee by the Licensor. All Material provided and the intellectual property therein shall remain the property of the Licensor. The Licensee may reproduce copies of the Material solely for use by the cast and crew of the production of the Play licensed hereunder. All resulting copies of the Material must be destroyed and recycled by the Licensee at the end of the Term.

2. The Licensor shall endeavour to provide a digital copy of the Backing Track to the Licensee by e-mail within 14 days of receipt of the Licence Fee by the Licensor. The Backing Track provided, and the intellectual property therein shall remain the property of the Licensor. The Licensee may reproduce one (1) copy of the Backing Track solely for use by the cast and crew of the production of the Play licensed hereunder. The resulting copy and the Backing Track provided by the Licensor shall be erased and destroyed by the Licensee at the end of the Term.

15. 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. 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 any in-school poster and in respect of its production of the Play the following copyright notice:

Logo © 2016 RUG Ltd.

16. 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 joint 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 agreement 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.

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.

SCHEDULE 'A'

Based on the Paramount movie written by Mike White

Book by Julian Fellowes Lyrics by Glenn Slater Music by Andrew Lloyd Webber

YOU'RE IN THE BAND by Andrew Lloyd Webber, Glenn Slater, Jon Lord, Ian Gillan, Ritchie Blackmore, Roger Glover, Ian Paice, Lou Reed, Charles Strouse & Martin Charnin

Published by The Really Useful Group Ltd. / B. Feldman & Co. Ltd. / Warner Chappell North America Ltd. & Chappell-Morris Ltd.

IN THE END OF TIME by Jack Black, & Warren Fitzgerald Published by Sony / ATV Music Publishing Ltd.

QUEEN OF THE NIGHT by Wolfgang Amadeus Mozart

MATH IS A WONDERFUL THING by Mike White & Jack Black Published by Time For My Breakfast & Sony / ATV Harmony UK.

EDGE OF SEVENTEEN by Stevie Nicks

Published by Welsh Witch Music / Kobalt Music Publishing Ltd.

VARIATION 7 by Andrew Lloyd Webber Published by The Really Useful Group Ltd.

SCHOOL OF ROCK by Mike White, & Samuel Buonagurio Published by Spirit Music Publishing Ltd. & Sony / ATV Harmony UK

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