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WHISTLE DOWN THE WIND - ADULT AMATEUR & YOUTH GROUPS 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 WHISTLE DOWN THE WIND by Andrew Lloyd Webber and Jim Steinman (“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. “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 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 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 produce any logos belonging to the Licensor, 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 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.

Music by Andrew Lloyd Webber

Lyrics by Jim Steinman

2. 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: -

With book by Patricia Knop, Gale Edwards and Andrew Lloyd Webber

Orchestrations by David Cullen & Andrew Lloyd Webber

3. 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: *An Amateur production by arrangement with The Really Useful Group Ltd.*, such credit to appear above the title unless otherwise agreed by the Licensor.

4. 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.

5. ROYALTIES AND FEES

1. Where an advance fee is being charged the Licensee shall pay to the Licensor 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 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. 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 to the Licensor together with payment to The Really Useful Group Ltd. no later than 14 (fourteen) 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.
5. 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. TERMINATION

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

1. The Licensee fails to make any payment hereunder by the due date.
2. The Licensee is in breach of any term or condition hereunder.
3. 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.

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, advertising materials, 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 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 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 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. 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.

14. 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.
