

**AGREEMENT FOR THEATRICAL PERFORMANCES**

This Agreement is made this \_\_\_\_\_ between:

(1) **Boosey & Hawkes Music Publishers Limited**, of Aldwych House, 71-91  
Aldwych, London WC2B 4HN  
Duly represented by: Polly Jackman  
Tax residency: United Kingdom  
VAT No: GB229285347  
Bank: Barclays Bank PLC  
IBAN: GB87 BARC 2078 9810 0454 54  
SWIFT: BARCGB22  
(hereinafter called “**B&H**”) and

(2) **Národní divadlo Brno, příspě. org. (National Theatre Brno)**  
Seat: Dvořákova 11, 65770 Brno (CZ)  
VAT: CZ00094820  
ID No: 00094820  
duly represented by Mr. MgA Martin Glaser, Director  
Registered in the Commercial Register at the Regional Court in Brno, section  
Pr, insert No 30  
Bank: UniCredit Bank  
IBAN: CZ4927000000002110126631  
SWIFT: BACXCZPPXXX  
(hereinafter called “the Licensee“)

**IT IS AGREED AS FOLLOWS:**

**1. Grant of Licence**

1.1 B&H hereby grants to the Licensee the right to perform Work 1, Work 2 and Work 3 (as defined below) hereafter collectively known as “the **Work(s)**”, as featured in a ballet entitled “**White Darkness**” choreographed by **Nacho Duato**, on the stage of the following venue(s) (“**Licensed Venue(s)**”) and on the following date(s):

03/11/2023 (1) National Theatre, Brno [CZ]  
11/11/2023 (1) National Theatre, Brno [CZ]  
18/11/2023 (1) National Theatre, Brno [CZ]  
16/04/2024 (1) National Theatre, Brno [CZ]  
17/04/2024 (1) National Theatre, Brno [CZ]

Work 1: **Adiemus Variations**, music by **Karl Jenkins** (“**Composer**”)  
Work 2: **String Quartet No.2**, music by **Karl Jenkins** (“**Composer**”)  
Work 3: **Passacaglia**, music by **Karl Jenkins** (“**Composer**”)

- 1.2 The Licensee agrees to perform and produce the Work(s) in accordance with the score and libretto (if applicable) and any deviation will render the licence granted in this Agreement invalid, unless it has been previously approved in writing by B&H.
- 1.3 Where B&H's published material is used for performance(s) of the Work(s) it may not be copied in whole, or in part by any method. Where a recording is used it is understood that this Agreement only covers the rights in the Work(s) and does not cover any rights of the performers or the recording company, whose recording may be being used.
- 1.4 The licence granted in Clause 1 hereof is strictly limited to the right of live performance of the Work(s) on the stage of the Licensed Venue(s). It does not include the right to broadcast or record or to produce or exhibit the Work(s) by means of mechanical recording or visual cinematography, sound film or television or audio-visual methods or any other existing or future process of reproduction.
- 1.5 Notwithstanding the provisions of Clause 1.4, B&H grants to the Licensee the right to make one audio-visual recording of the production for archive purposes and to make an Electronic Press Kit, e-flyers or promotional video/dvd to include an extract of up to three (3) minutes of the Work(s) for promotional purposes ("Promotional Clip"). The Promotional Clip may be screened on all forms of media, but not downloaded, and shown on TV screens in theatre box office/bar areas at the Licensed Venue(s).

## 2. **Performing Fees & Hire Fees:**

- 2.1 In consideration of B&H granting the present licence to the Licensee as hereinbefore provided the Licensee agrees to pay to B&H the following sums: -

A. In respect of the performing right:

**4.8% gross of gross box office receipts (less VAT only) with a minimum guarantee of £250.00 gross per performance**

B. In respect of the hire fee in lieu:

**£630.00 gross (covering 5 performances)**

B&H hereby confirms and warrants that B&H is the real beneficiary of the income under this Agreement.

The financial conditions of this Agreement are agreed on a non-precedential basis.

Special arrangements must be made in writing with B&H beforehand if it is intended that members of the general public or of any organisation are to be admitted to rehearsals, whether or not a charge is made.

- 2.2 The parties acknowledge that the Licensee will apply the provisions of the double taxation agreement between the Czech Republic and the United Kingdom in connection to the sums payable to B&H under this agreement while complying with the provisions of point 2.3 below.
- 2.3 B&H undertakes to supply to the Licensee B&H's tax domicile certificate for the year 2024 in advance of B&H issuing the invoice to the Licensee for the sums payable by the Licensee hereunder B&H acknowledges that should B&H fail to supply the Licensee

B&H's tax domicile certificate for the year 2024 in advance of issuing such invoice, the Licensee will be entitled to deduct withholding tax in accordance with the double taxation agreement between the Czech Republic and the United Kingdom.

- 2.4 Where the performing fee is a percentage of box office takings it shall be based on the total box office takings without any deduction other than any VAT or like sales tax charged on the ticket prices. The Licensee will render statements of the sums due to B&H within fourteen (14) days of the end of the month within which the performances take place and payments due and owing under this Agreement shall be made within thirty (30) days of receipt of invoice from B&H to the bank account specified on such invoice. If the Licensee fails to render statements in a timely manner and fails to remedy such failure within fourteen (14) days of B&H notifying it of such omission, B&H reserves the right to raise an invoice based on B&H's bona fide estimate of box office takings.
- 2.5 Where the performing fee is a fixed sum all payments shall be due within thirty (30) days of receipt of invoice from B&H.

B&H shall have the right to examine the Licensee's books of account regarding the box office takings.

- 2.6 All fees or other sums payable by the Licensee hereunder shall be subject to VAT, where applicable.
- 2.7 Both contracting parties accept the application of SHA bank charges to all payments made under this contract.

### 3. **Cancellations**

- 3.1 For the purposes of this Agreement, "**Force Majeure Event**" shall mean:
- (a) any occurrence which is wholly beyond the control of the Licensee; or
  - (b) any law or governmental regulation binding on the Licensee (including any laws or regulations in relation to Covid 19);
- which in either case make it impossible for the Licensee to lawfully put on one or more of the performances licensed under this Agreement, but excluding: (i) in the case of outdoor performances, any adverse weather conditions; and (ii) any such law or governmental regulation which was already in existence on the date of this Agreement.
- 3.2 If some or all of the performances licensed hereunder are cancelled by reason of any Force Majeure Event, the following provisions shall apply:
- 3.2.1 If **all** of the performances licensed hereunder are cancelled by the Licensee due to any Force Majeure Event:
- (a) Provided that the Licensee has notified B&H in writing of such cancellation **prior to** the date on which the first performance was due to take place, the Licensee shall pay an administration fee of £75 (plus VAT if applicable) in lieu of the performing fees otherwise payable hereunder.
  - (b) All such fees resulting from cancellation of all performances in accordance with this Clause 3.2.1 shall be paid by the Licensee within thirty (30) days of receiving B&H's invoice for such sums PROVIDED that if the Licensee has already paid the hire fees and/or performing fees for such performances, B&H shall instead return

such fees to the Licensee less a sum equal to the applicable fees provided for at (a) above.

- (c) Licensee acknowledges that the foregoing provisions of Clause 3.2.1 are offered as concessions to the Licensee and if the Licensee fails to make such payments within the period specified in this Clause 3.2.1, B&H reserves the right to require payment of the full fees otherwise due hereunder.

3.2.2 If such cancellation only affects some but not all of the performances licensed hereunder, then provided that the Licensee has notified B&H of such cancellation not later than the date of the applicable performance(s) which has/have been cancelled:

- (a) If the performing fees due for such performances are based on a per performance fee (as opposed to a share of box office), the Licensee shall not be liable to pay such per performance fee for any such performances cancelled by reason of the Force Majeure Event and if B&H has already received payment for any such per performance fees it shall either return them to the Licensee or (at its election) be entitled to apply such fees towards performing fees on performances which have not been cancelled.

#### **4. Rehearsal Attendance & Complimentary tickets**

- 4.1 In the case of a world or territorial premiere of the Work(s), the Licensee will provide notice of rehearsal plans in good time upon request, and facilitate the attendance of B&H and Composer(s) as required.
- 4.2 The Licensee agrees to give to B&H two orchestral stall tickets per performance of the Work(s) if requested by B&H.

#### **5. Credits**

The Licensee shall procure that:

- 5.1 In relation to each of the Work(s) the name of the Composer appears in the programme and on all publicity materials, including posters, advertisements, etc.
- 5.2 All programmes state that the performances of the Work(s) are given by permission of Boosey & Hawkes Music Publishers Limited.

#### **6. Breach & Insolvency**

6.1 In the event of:

- (a) the Licensee committing any breach of their obligations hereunder; or
- (b) a resolution being passed or order made for the winding up of the Licensee (otherwise than for the purpose of amalgamation or reconstruction) or if the Licensee shall enter into any agreement or composition with its creditors or if a receiver is appointed of the Licensee's property and assets or any part thereof or if the Licensee shall suffer any execution to be levied upon or in respect of its property and assets or any part thereof;

B&H shall be at liberty, without prejudice to any right of action or other remedy B&H may have against the Licensee, to terminate the licence granted under this Agreement forthwith by notice in writing to the Licensee.

## 7. Notices & Requests for Approval

7.1 Any notices to be serviced by either party under this Agreement shall sent to the address of the other party as indicated at the top of this Agreement, marked for the attention of the party specified below and copied by email to the email address specified below (or to such other postal address and/or addressee and/or email address which the party being served has notified in writing for such purpose):

**Notices to B&H:** Marked for the attention of Polly Jackman, with a copy by email to polly.jackman@boosey.com and uktheatrical@boosey.com

**Notices to Licensee:** Marked for the attention of Karel Littera, with a copy by email to littera@ndbrno.cz

7.2 If the Licensee needs to request the approval of B&H hereunder, the request shall be sent by email to same email addresses to which notices sent to B&H are required to be sent.

## 8. Prohibition on Assignment & Sub-Licensing

This Agreement and the licence granted under it personal to the Licensee and is not capable of assignment and shall not confer upon the Licensee the right to allow any other person or persons to give theatrical or other performances of the Work(s). The Licensee shall not assign mortgage or charge the benefit of this licence.

## 9. Law & Jurisdiction

9.1 This licence shall be governed in all respects by English Law and the parties hereto agree to submit to the jurisdiction of the High Court of Justice of England in connection with any dispute arising under it.

9.2 The contract enters into force upon signature by both parties as a matter of English Law.

Insofar as it is a legal requirement pursuant to Act No. 340/2015 Coll under Czech law both contracting parties agree to the publication of this contract in the register of contracts in full.

9.3 In witness whereof the parties hereto have hereunto and unto a duplicate hereof set their hands on the day and year first above written.

For and on behalf of  
**Boosey & Hawkes Music Publishers Ltd**

For and on behalf of  
**Národní divadlo Brno**

\_\_\_\_\_  
*Ref: C24/B/JenkinsWhite DarknessNational TheatreBrno*

\_\_\_\_\_  
Date:

Purchase order number (if applicable): \_\_\_\_\_