

Production: **Peter & the Wolf – licence to screen**
Intermusica Artists' Management
Crystal Wharf 36 Graham Street
London
N1 8GJUK
Represented by: [REDACTED]
Id. No.: 02706845
Tax Id.:
VAT: GB355135857
Country of tax residence: United Kingdom
Bank details:
Name of bank: NatWest Plc
Address of bank: 1 Cavendish Square, London W1A 4NU, England
IBAN: [REDACTED]
BIC/SWIFT: [REDACTED]

Hereinafter called **Intermusica** or the **Licencor**

Promoter: **Czech Radio**
Vinohradská 12, 120 99, Prague 2, Czech Republic
Established by Act No. 484/1991 Coll., on Czech Radio
Not registered in the Commercial Register
With its registered office at Vinohradská 12, 120 99 Prague 2
Represented by [REDACTED], **Director of Prague Radio Symphony Orchestra**
Id. No. 45245053, Tax Id. No. CZ45245053
Bank details: Raiffeisenbank a.s.,
IBAN: CZ43 5500 0000 0010 0104 0797
SWIFT: RZBCCZPP
Representative for technical matters: [REDACTED] Orchestra Manager;
Tel.: [REDACTED]

Hereinafter called the **Promoter**

Period: SAT 13 APR 2019

1. THE PROJECT

Performances:

Date	Time	Event	Venue	City
SAT 13 APR 2019	15:00	Public performance with screening of film	Forum Karlín	Prague

Programme: Peter & the Wolf *Live*
Orchestra: Prague Radio Symphony Orchestra
Conductor: [REDACTED]

2. FINANCIAL TERMS

Fee (net of all charges, deductions and tax) €5,500.00

- (a) For the avoidance of doubt, the above Fee is payable in full, without deductions for tax, social security or any other purpose and Intermusica shall be under no obligation to provide

supporting documentation unless specifically agreed and listed under the Section 3 of this contract.

- (b) The Fee is to be paid by direct transfer to Intermusica's account, where time is of the essence, after receiving the invoices from Intermusica as soon as possible.

Payment advance: **EUR 1,375** (one thousand three hundred and seventy-five euros) by electronic bank transfer (T.T.) on signature of the contract and upon receiving the invoice from Intermusica and relevant certificate of Tax Residence as per clause 3.c below. Proof of transfer is to be sent by email to Intermusica on the same day.

Payment Balance: **EUR 4,125** (four thousand one hundred and twenty-five euros) by electronic bank transfer (T.T.) no later than **7 May 2019** and upon receiving the second invoice from Intermusica and relevant certificate of Tax Residence as per clause 3.c below. Proof of transfer is to be sent by email to Intermusica on the same day.

- (c) Any additional costs not referred to in this contract are covered by the fee.

Total ex VAT:	€5,500.00
VAT @ 20%:	N/A
Total incl VAT:	€5,500.00

Employment Agencies Act: Intermusica carry on agency business but act as licensor only and can accept no responsibility as principals. Registered office as above. Registration No. 270 6845 VAT Reg No GB 355 1358 57

3. SPECIAL TERMS & CONDITIONS

(a) The Fee in Section 2 is inclusive of:

- i. Film licence for screening the Film in its entirety accompanied by a live performance by the orchestra according to the performance schedule in Section 1.
- ii. Provision of the film with sound effects for the actual performance via secure digital download as an MP4 file in HD resolution and 16:9 aspect ratio. The film for the actual performance can be provided on Master 35mm tape, DVD or HD tape. The film will be delivered to the Promoter no later than on 13 March 2019. Postal charges will apply for the provision of physical versions of the film.
- iii. Annotated Conductor's score and rehearsal materials (in digital format) delivered via secure digital download to the Promoter no later than on 13 January 2019
- iv. Promotional materials, including photographs, delivered via secure digital download to the Promoter no later than on 13 January 2019

(b) The Promoter agrees to:

- i. undertake to keep the materials described above in secure conditions and will use its best endeavours to prevent unauthorised copying thereof and will not itself copy the same except for the purpose of performing its obligations hereunder.
- ii. download and / or test any and all performance materials no later than 10 days prior to the performance(s).
- iii. provide any additional technical requirements, as detailed in the attached technical rider (Attachment No. 1 of this contract). Should the Promoter be unable to supply any equipment or arrange any set-up such as detailed in the given rider, the Promoter agrees to give

- advance notice to Intermusica to make alternative arrangements or alternative set-up, to be mutually agreed by all parties before signature of contract.
- iv. In addition to the licence fee above pay all postal charges for the provision of physical versions of the film.
Poland to Czech Republic: £90
Czech Republic to Poland: At the cost of the Promoter, with insurance and recorded delivery by an agreed provider.
 - v. supply free of charge not less than **eight (8)** best tickets for the performance.
 - vi. abide by the marketing terms appended to this contract as Attachment No. 2
 - vii. book and be responsible for the contractual negotiations of the narrator (if applicable), orchestra, conductor and production manager, and any or all associated expenses.

(c) Intermusica agrees to:

- i. Submit to the Promoter its Certificate of Tax Residence, issued by its tax office and valid for 2018 and another Certificate of Tax Residence valid for 2019 no later than upon issuing and submitting the second invoice (balance).

4. STANDARD TERMS & CONDITIONS

- (a) These terms and conditions pertain to the contract attached herewith between Intermusica Artists' Management Ltd. ("the Licensor") and the promoter named in the contract (the "Promoter") who shall be responsible for the organisation and/or staging of the engagement of the Production named in this contract (the "Performance"). The Licensor has been assigned the role of Licensor of the Production by BreakThru Films ("BreakThru").
- (b) The Promoter herewith acknowledges that this document constitutes an offer on the part of the Promoter which offer cannot be withdrawn (unless as a result of Force Majeure) once this contract has been signed by the Promoter. On receipt of three copies of this contract signed by the Promoter, the Licensor will sign the contract and return two copies back to the Promoter by way of acceptance.
- (c) The Promoter agrees that it may not permit or itself make any sound and/or video recording of the Performance unless it has been agreed to in writing by the Licensor, which agreement shall be entirely at the discretion of the Licensor. With the exception of 3 minutes news access, broadcasting or televising of any performances shall be subject to separate agreement.
- (d) The Promoter shall pay all monies arising from this contract to the Licensor no later than the due date specified in the contract. The Licensor reserves the right to charge interest on a daily basis at 3% above the Bank Base rate (as declared by National Westminster Bank PLC) on late payments. Payment may be made to a third party other than the Licensor only upon the written authority of the Licensor.
- (e) The Promoter is responsible for all aspects of promotion and marketing including, but not limited to, programme notes and concert programme. Publicity materials of BreakThru will be provided by the Licensor and the Promoter warrants that only up-to-date publicity material as supplied by the Licensor will be used for the Performance contained herein.
- (f) The Promoter will ensure that BreakThru (or its nominated representative) will be able to sell DVDs at the Venue, within the Venue's shop, or if no shop exists at the Venue, the Promoter will procure a space within the venue from which BreakThru can sell DVDs.
- (g) The Promoter undertakes to use all reasonable endeavours to supply to the Licensor all press notices and reviews relating to the Performance.

- (h) Any fees payable for use of copyright in any of the works performed shall be borne entirely by the Promoter.
- (i) The Promoter undertakes to make all arrangements for the successful presentation of the Concert/s at its sole cost including without limitation to acquire and, if appropriate, pay for any necessary licences from the Performing Rights Society (or other relevant body) for the public performance of the Music
- (j) The Licensor undertakes to deliver to the Promoter the materials as listed in Section 3. These will be returned to BreakThru by special delivery at the Promoter's costs no later than **14 days after the final performance**
- (k) All technical assistance and quality control is the responsibility of the Promoter
- (l) In the event that the materials specified in Section 3 are not delivered in good time for the performance or are proved to be faulty, any claim against the Licensor and BreakThru is limited to a maximum of the fee as detailed in the Financial Terms.
- (m) Any variation as to programme, venue or rehearsal/Performance schedule other than that contained in this contract shall be subject to the written approval of the Licensor.
- (n) The Film must be shown in its entirety accompanied by a live performance of the work, in accordance with the requirements and conditions set out hereinafter and may not be edited nor added to, nor the narrative effect thereof modified, in any way. Any narration before or after the film that the promoter might want to include must be approved in advance by the Licensor.
- (o) Neither party shall be liable to the other in damages or otherwise because of any failure to perform hereunder caused by Force Majeure which shall be deemed as an act beyond the control of either party, or caused by flood, earthquake, fire, accident, explosion, epidemic, strike, lock-out, riot, war, the disruption of airline and any other travel services which shall interrupt the Production under this contract, Act of God, or by any legally constituted executive or judicial order by any legally constituted authority.
- (p) Should one or more of the performances scheduled under this contract be cancelled by the Promoter for any reason other than Force Majeure, the Promoter agrees to pay to the Licensor the agreed fee for those performance(s) cancelled including all amounts due by way of expenses that have been incurred by the artist up to the date of cancellation.
- (q) This contract may not be extended or varied unless agreed in writing by the Licensor.
- (r) The Licensor acknowledges and accepts that in accordance with the statute laws of the Czech Republic the Promoter is obliged to ensure that this contract is published on-line in the Register of Contracts administered by the Ministry of Interior of the Czech Republic
- (s) This contract will be governed according to the laws of England and Wales and the High Court of Justice will be the Court of Jurisdiction.
- (t) This contract is signed by both parties in full knowledge and acceptance of these terms and conditions.

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Promoter

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Intermusica Artists' Management Ltd.

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Date

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Date

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