**GUEST PERFORMANCE CONTRACT**

concluded in accordance with § 1746, Artikle 2 of the Law 89/2012

et seq of the Civile Code, as amended

between

**Národní divadlo Brno, přísp. 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

(hereafter „Organizer“)

on the one side

and

**Welsh National Opera Ltd**

Seat: Wales Millennium Centre, Bute Place, Cardiff CFCF 10 5AL

Duly represented by: Leonora Thomson, Managing Director

Registered charity org. under No 221538

Company number: 454297 (registered in England and Wales)

Tax residency: UK

VAT: GB135 1274 93

Represented by: **LLOYDS BANK PLC**

Bank details: **31 Queen Street, Cardiff**

IBAN: **GB88 LOYD 3096 9103 609 409**

SWIFT: **LOYDGB21217**

 (hereafter „Performer“)

on the other site

  **§ 1**

 **Object and purpose of the contract**

Within the framework of the project **„JANÁČEK BRNO 2018 – 6TH INTERNATIONAL OPERA AND MUSIC FESTIVAL“** close the contracting parties the following agreement:

The Organizer invites the Performer to perform one scenic performance **„From The House of the Dead“ by Leoš Janáček on December 2, 2018 at 19:00 in the in Pavilion P of the Exhibition Center Brno** directed by David Pountney, conducted by Tomáš Hanus, accordingto the terms and conditions outlined herein and the Performer is obliged to perform the above mentioned performance under the negotiated conditions and with a high professional achievable artistic level.

The subject of this contract is the accomplishment of the artistic performance.

Framework schedule:

Pavilion P of the Exhibition Center Brno

30.11.2018 – set up and lighting

1.12.2018 – set up and lighting, rehearsal - will be specified

2.12.2018 – reserve for tech. preparation,

                   – at 7 pm - performance of L. Janacek's opera "From the House of the Dead"

3.12.2018 – dismantling set and loading of the equipment

The detailed schedule see Appendix No 3 to this contract.

  **§ 2**

 **Pricing arrangements**

The price for the realized performance refered in § 1 of the contract consist of:

1. The remuneration charged for the performance of 178.264,- GBP gross, ie 178.264,- GBP net.
2. The real costs of adaptation for staging the performance in Brno according to § 1 contract to a maximum amount of 9.500, - GBP.
3. The real costs of transporting the equipment, lighting and music instruments from Cardiff to Brno and back, but no more than GBP 25.000.- (4 trucks) – without VAT. The transportation will order and cover the Performer directly.
4. The real costs of the insurance of the freight to a maximum amount of 10.000,- GBP
5. The real costs of 40 return air tickets Cardiff – Prague and 1 air ticket Cardiff – Prague and Prague or Vienna – Milano – all tickets for the Performer´s company members in economy class. The number and schedule of the max. 41 persons travelling are listed in the Appendix No 2 to this contract.

The Performer will order and pay the costs of the air transportation directly to the airlines.

1. The real costs of transporting the whole Company from Cardiff to the UK airport and back, which will be no more than GBP 9.250,-.
2. Special expenses directly related to the presentation of a performance pursuant to § 1 of the contract in Brno, up to a maximum of GBP 11.000,- which the Performer is obliged to discuss and agree with the Organizer in advance and prove the approved expenses.

The Organizer agrees to include the costs in the above amount of 11.000,- GBP, scheduled for special expenses:

* + - * The costs for securing work visas for 7 ensemble members, non-resident EU, totaling max. 1.750, - GBP (the organizer undertakes to prove the costs incurred),
			* and the real costs of borrowing a live eagle for the general rehearsal and the performance in Brno.

The borowing of the eagle will arrange the Organizer, the price of the borowing of the eagle will be paid by the Performer directly to the eagle´s owner..

1. The payment of the Grands Rights of 2.5% the gross revenue for the performance under § 1 of the contract to the Performer. The Performer undertakes to settle his obligations to the holder/s of these rights.
2. The Organizer will reimburse only the real costs paid by the Performer, based on an invoice issued by the Performer, annexed by a copy of the supplier invoices.
3. Besides the above payments, the Organizer will provide the Performer the following non-monetary transactions:
	1. The costs of the charter flight

 on 30 Nov 2018 Cardiff – Prague and

 on 3 Dec 2018 Prague – Cardiff both flights for max. 136 members of the

 Performer´s company.

 The costs for the charter flight above will pay the Organiser directly to the

 Airline.

 The Performer is obliged to provide the Organizer in time all details about the

 passengers travelling by charter flight, required by the Airline.

 In the event that the Performer will complement persons who are not

 members of the group involved in the performance in question to full capacity

 of the charter flight the Performer agrees to pay the additional costs

 associated with the transportation of these persons, ie. in particular, airport

 tax, which is 50, - Euro / person.

The Performer agrees that the Organizer will deduct the appropriate amount

 for the additional costs associated with the charter flight of persons who are

 not involved in hosting pursuant to Art. I. from the third instalment of the

 remuneration agreed in § 2, item 1, before transferring this amount to the

 Performer's account.

* 1. The accommodation incl. buffet breakfast of the Performer´s company during the technical preparation, rehearsals and performance in Brno according Apendix 2 to this contract at Holiday Inn Hotel and Hotel Voroněž in Brno.

The Organizer will pay this accommodation to the hotel directly. The Organiser will cover only the above mentioned accommodation with breakfast, no cancellation fees, no other services and any charges.

 The accommodation list is given in Appendix 2 to this Contract.

* 1. Bus transportation of the whole Performers´s company from Prague and Brno

 Airport in the hotels in Brno and back. The Organizer will pay the above bus

 transportation directly to the Bus Company.

Method of payment

The amount under § 2, point 1. of this contract will be paid in three installments:

* 1. 1st installment of 50%, i.e. 89.132,- GBP gross after signing the contract by both parties on the basis of an invoice issued by the Performer due within 14 days of its delivery to the Organizer

2nd installment of 20%, i.e. 35.652,80,-GBP gross, will be paid on November 23, 2018, on the basis of an invoice issued by the Performer, due within 14 days of its delivery to the Organizer.

3rd installment of 30%, i.e. 53.479,20 GBP gross will be paid after the performance referred to in § 1 of the contract, on the basis of an invoice issued by the Performe, due within 14 days of its delivery to the Organizer.

* 1. The payment of the amounts covering the real costs listed in points 2-4 and 6-8 will be paid after the performance referred to in § 1 of the contract on the basis of an invoice issued by the Performer, due within 14 days of its delivery to the Organizer accompanied by the copies of the invoices the suppliers.

The Organizer agrees with the request of the Performer that amounts up to 70% of the costs referred to in paragraphs 2-4 + 6, can be paid before the performance in question, on the basis of invoices from the Performer, payable within 14 days of their delivery to the Organizers - if the Performer submits to the Organiser the proofs that the invoiced amounts was already paid by the Performer to his subcontractors.

* 1. The amount covering the cost of the individual flights according to item 5 above shall be paid by the Organizer to the Performer´s account as follows:

 Upon request, the Organizer will provide the Performer the amount of 100%

 of the costs for the air transportation listed in item 5 above, at least 14 days

 prior to the payment day requested by the airline contract on the basis of the

 Performer´s invoice with a due date within 14 days of its delivery to the

 Organizer accompanied by a copy of the invoice of the chosen airline.

Only an amount covering the costs will be paid in accordance with the schedule set out in Annex 2 to the contract.

The organizer will not pay any fees resulting from an increase in the number of flight tickets, their changes or cancellations made after the deadlines set by the airline.

* 1. The final accounting of the relevant costs after performing the performance under § 1 of the contract will be made on the base of the invoices from the Performer, accompagnied by the copies of supplier invoices or approved purchase orders proving the costs incurred. This final accounting must be done **no later than on December 17, 2018.**
	2. All payments will be made on the basis of invoices issued by the Performer

 by wire transfer to the Performer´s account.

* 1. The contracting parties agree upon SHA (shared) of the banking charges for all payments based on this contract.

* 1. The Organizer undertakes to pay a proceeding VAT at the rate applicable on the date of the taxable transaction in addition to all amounts paid to the Performer under this contract.

The Performer undertakes to submit to the Organizer no later than by the signing of the contract, an official confirmation that the Performer was not established for business purposes.

* 1. The Organizer undertakes to provide at his own expense in addition:

 - makes available the agreed space in Pavilion P of the Exhibition Center Brno

 for the preparation, rehearsals and performance, including the standard

 services associated with such performance, namely stage, lighting and sound

 equipment, technical and service staff according to the agreed schedule in

 Appendix No 3 to this contract,

- ensures the technical staff and technical requirements of the Performer

 agreed in advance with the Organizer, annexed to this contract as Appendix

 No. 3

 i) All other costs associated with realisation of performance, refered to in § 1

 thereof will be born by the Performer.

 j) The income of ticket selling for the performance refered in § 1 contract

belongs to the Organizer.

  **§ 3**

 **The taxation**

The taxation of the amounts above will be provided in the Czech Republic in accordance with the relevant laws of the Czech Republic resp. according to the Agreement on the Avoidance of Dual taxation betwen the Czech Republic and United Kingdom.

  **§ 4**

 **Duties of the Performer**

1. The Performer undertakes to secure and pay all copyrights and licenses for the performance in question including the grand rights amounting to 2.5% of the gross revenue to the holder/s of these rights and to provide musical material and pay for rent of the musical material for performance referred to in § 1 of the Contract.
2. The Performer shall provide for the guest performance in question the soloists, chorus, orchestra, conductor, chorus master, technical and support staff required to carry out the performance, as well as a complete stage set, costumes and musical instruments. The Organizer will complement the Performer´s technical staff in accordance with the contract – see § 2, point h).
3. The Performer will submit the names of the soloists to the Organizer upon signing the contract in Appendix No 4.

 The changes of the cast for serious reasons are subject to the organizer's prior

 consent.

1. On request, the Performer shall submit to the Organizer the promotional material, photographs and CVs to be used for promotional purposes and for publication in the festival catalogue, free of charge and free of third party rights.
2. The Performer shall submit its technical requirements to the Organizer - see § 2 point h), no later than by the signing of the contract as Annex No 3.
3. The Performer shall pass on to the Organizer a copy of all supplier invoices or approved purchase orders concerning the real costs paid by the Performer for the services listed in § 2, points 2-8 of the contract, for the purposes of accounting and taxation no later than December 17, 2018.
4. The Performer undertakes to submit to the Organizer an official confirmation that the Performer was not established for business purposes, no later than by the signing of the contract as Annex No 5.
5. The Performer will arrive at the location on time, to be able to start its performance at the agreed time.
6. The Performer is obliged to ensure the safety of goods and other equipment which will be brought to the Organizer’s theatre premises in connection with the performance, and is aware that the Organizer does not bear any responsibility for any damage to these goods, unless this is caused by the Organizer.
7. The Performer undertakes to ensure that all members of his Company including technical staff and freelancers involved in hosting pursuant to § 1 of the contract, will have the A1 form valid for the date and place of the hosting and provides the Organizer on request with all necessary
8. The visiting artist ensemble – Welsh National Opera - furthermore undertakes to organise a training for all its staff and artists in the hosting artist ensemble via its dates and information related to this hosting, required by the Czech Social Security Administration and the relevant Czech Labour Office 14 days prior to the start of the hosting in accordance with § 1 of the contract at the latest.

In addition, the Performer will provide the Organizer on request with all data required by the charter flight company.

1. responsible person as per Attachment No.1. To this end, Attachment No.1 „Fire protection and occupational safety training for visiting artist ensembles

becomes an integral part of the Agreement.

 **§ 5**

 **Duties of the Organizer**

The Organizer undertakes to:

1. Pay the agreed price for the realized performance and fulfil its obligations as set out in the contract.
2. Ensure adequate promotion of the performance and the sale of tickets.

**§ 6**

 **Compensation for damage**

1. In the case of force Majeure each party shall bear its own costs.
2. In the case of force Majeure, both parties stall be relieved from their duty related to partial or komplete fulfillment of the contract obligations. Case of force Majeure are unforeseen events of extraordinary nature that could not be affected.
3. If the performance set out under § 1 hereto does not take place for a reason attributable to the Organizer, the Performer shall be entitled to reimbursement of proven costs already incurred in relation to this guest performance.
4. If the Organizer withdraws from this agreement and communicates it to the Performer later than 6 (six) months before the date of the performances stated in § 1, the Organizer shall replace the real damage incurred and lost profits. The proven amounts of damages and lost profits will be credited to the advances and payments already paid in favor for the Performer by the Organizer. The difference between the amount of the advances and other payments and the amount of the real damage and loss of profit shall the Performer transfer to the above-mentioned Organizer's account no later than on December 17, 2018.
5. If the performance referred to in § 1 of the contract does not take place for a reason attributable to the Performer, the Performer shall not be entitled to any financial performance under this contract. Besides that Performer is obliged to return the advances and payments made before and to compensate the Organizer for a damage incurred and loss of profit, no later than on December 17, 2018.

  **§ 7**

 **Various**

1. The Organizer will endeavor in all advertising and publicity to present the Performer as follows:

**Welsh National Opera**

1. The Performer shall receive 15 complimentary tickets in the good category for the performance refered in § 1 of this contract.

Another 20 tickets will be booked by the Organizer until 30th October 2018. These tickets will be paid by the Performer (or by the membres of the Performer).

1. The Performer grants to the Organizer the right to film fragments of the rehearsal or performance no longer than 5 (five) minutes for use in online promotion and advertising (website, social media), informative or archive purposes and no longer than 2 minutes for TV and Radio new access without additional charges.
2. The Performer agrees audio and DVD recording of the whole performance only by Organizer for his internal archive purpose.
3. The Organiser is free to use the Performer´s logo to advertise this performance Statutory press licence:

Both sides take cognisance of the fact that Paragraph 89 of the Civile code and § 34, Article b) of the Law of Copyright applies to this contract, namely that whoever makes reasonable use of the work in current reporting does not infringe the Law of Copyright.

  **§ 8**

 **Final provisions**

1. Any changes or integrations to this contract are possible only upon mutual written agreement of the Parties.
2. This contract is governed by the legal code of the Czech Republic.
3. The Parties will endeavor to resolve all problems by an amicable agreement. If they fail to reach an agreement, the competent court in Brno will decide.
4. Both Contracting Parties agree to the publication of this Agreement in its entirety in the Register of Treaties pursuant to Act No. 340/2015 Coll. (Law on the Register of Treaties) and on the profile of the publisher „The National Theater Brno, p.o." pursuant to Act No. 134/2016 Coll., on Public Procurement.

The Organizer (the National Theatre Brno) is obliged to publish a notice on the conclusion of the contract in the Public Procurement Bulletin and to publish the text of the contract and the notice of payment of the price.

1. This contract is made in two equal originals, of which, after the signature thereof, the Organizer will obtain one original and the Performer one original.
2. The Agreement shall enter into force on the date of signature of both Contracting Parties and into effect on the date of its publication in the Register of Treaties.

Appendix No.1: Fire protection and occupational safety training in Pavilion P of the

 Exhibition Center Brno

Appendix No. 2: Flight and accommodation list

Appendix No. 3: Technical rider and technical schedule

Appendix No. 4: Cast

Appendix No. 5: The official confirmation that the Welsh National Opera was not established

 for the business purposes

Brno, on Cardiff, on

Národní divadlo Brno, přísp. organizace Welsh National Opera Cardiff

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MgA Martin Glaser, Director Leonora Thomson, Managing Director