

CONCORD THEATRICALS

PLAY AGREEMENT

CT Rep: Meg Schadl , Rosie O'Neill, & Sophie Robyn

Request #: 579652

Acct #: 101-007-707566

4/08/2024

Dear RICHARD,

Thank you for your interest in mounting a Concord Theatricals play!

Please note, this agreement is not a licence document until Concord Theatricals receives the signed agreement and payment as specified herein.

Once the full specified payment is received this document becomes your performance licence.

Paying the fees confirms you agree to adhere to all the terms detailed in this document.

This agreement will expire and shall be cancelled if payment is not received **within ninety (90) days** of this date of this agreement, and all permissions to proceed with the performances detailed shall be revoked. Licensees are advised to pay on receipt of this agreement to secure the rights. If you have any questions, please contact our licensing department.

Please read the following document carefully as it explains the necessary procedures for production of this Concord Theatricals play. The following is included:

- 1. Performance details covered by this agreement**
- 2. Fees**
- 3. Performance terms and conditions**
- 4. Advertising stipulations and additional riders**
- 5. Methods of Payment**
- 6. Checklist**

If you decide that you do not want to go forward with your production, please notify your Licensing Representative immediately.

Please review the script fees section of this agreement to determine whether scripts were previously selected during the licence application. If script fees are not included, they must be purchased separately from www.concordtheatricals.co.uk.

Best wishes for a successful production!

Meg Schadl , Rosie O'Neill, & Sophie Robyn
Concord Theatricals Licensing Department
amateur@concordtheatricals.co.uk

PERFORMANCE AGREEMENT & FEES (AMATEUR PLAY)

The performance fee must be paid before you advertise, announce, rehearse or cast this production.

In order to protect both our authors' rights and our producers' interests Concord Theatricals has adopted a policy to void performance licences that have not been paid in full within ninety (90) days from the date this Performance Agreement was issued. If full payment of this performance licence fee, as set forth in the agreement below, or any other unpaid invoice for performance licences or materials has not been received within ninety (90) days of the date this Performance Agreement was issued (or two (2) weeks prior to your first performance date, if earlier), this agreement will expire and shall be cancelled. On behalf of our authors, we thank you for your cooperation. If you have any questions, please contact our licensing department.

Your Performance Agreement was drawn up based on the information from the application that you submitted. If there is a discrepancy, or if a change is required, we must be notified in writing (fax or email is acceptable) as soon as possible. Failure to inform us of any change may constitute a violation of your Agreement. If you have any questions, please contact our licensing department.

PERFORMANCE AGREEMENT

Dated as of **4/08/2024** (the "Effective Date")

Upon receipt of the signed agreement and all payments due hereunder, this shall become the Performance Licence Agreement ("Agreement" or "Licence") entered into as of the Effective Date by and between Concord Theatricals Ltd, Aldwych House, 71 - 91 Aldwych, London, WC2B 4HN ("Concord Theatricals" or "Licensor") and **THE NEW THEATRE PLAYERS** ("Licensee" or "you"):

Producing Organisation Details:

[Customer #] **101-007-707566**
[Address] **CONCORDIA THEATRE**
[City] **LEICESTER**
[Postcode] **LE101RE**
[Country] **United Kingdom**
[Website]

Applicant / Contact:

[Contact] **RICHARD COOPER**
[Email] **richardcooper171@outlook.com**
[Phone] **01455 613345**

Regarding Licensee's amateur production of the following Play (the "Property"):

Property Title: "Waiting for God"	By ("Author(s"): Michael Aitkens
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Licensee shall present the Property in accordance with the following details:

Venue: **THE CONCORDIA THEATRE**
STOCKWELL HEAD, HINCKLEY
LEICESTER, LE1 LE101RE

Total Number of Seats Per Performance: **398**

Ticket Prices from: £ **12.50** to £ **14.00**.

Performance Dates: **11/03/2025– 15/03/2025** for a total of **5** performances.

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Restrictions:

Please note: You may not advertise, market, promote, or otherwise bill your production as any type of "premiere" version of the Play (including as a regional, state, or local premiere) unless you have received written approval from Concord Theatricals

The total period during which Licensee is authorised to present its production, including the Performance Dates given above and any additional performances that may be available under the Option set forth above (if applicable), is referred to as the "Production Dates."

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FEES

Licensing Fees

The following fees will be charged for this production. Fees shown are the full fee Concord Theatricals needs to receive to validate the agreement.

Any and all payments under this Agreement shall be made in Pounds Sterling.

Type	Category	Description	Fee
Amateur	Performance Fee - Full Minimum Payment		GBP 1,185.00
VAT	Tax		GBP 237.00

TOTAL	GBP 1,422.00
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Total fees (as detailed above) are due in full within ninety (90) days of the Effective Date of this Agreement.

Script Fees

If the table below is empty, then scripts weren't selected in the licensing application and must be purchased separately. To purchase scripts for your production, visit www.concordtheatricals.co.uk.

This is only an estimate, a copy of the invoice **11071607**, has been emailed to you separately.

Description	Script Fees
13 Acting Edition	GBP 142.87
Shipping (if applicable)	GBP 3.99

TOTAL ON INVOICE: 11071607	GBP 146.86
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Your Requested Delivery Date:
15/09/2024

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- If payment is received on or before 2 weeks from the above date, scripts will be shipped to arrive as requested.
- If payment is received later than 2 weeks from the above date, delivery cannot be guaranteed earlier than 2 weeks from date of full payment.
- If you have fully paid and would like to receive your scripts earlier than the above date, email your Licensing Representative.

Please see “Methods of Payment” below for details regarding making payment of the fees.

TERMS AND CONDITIONS

1. **Grant.** Concord Theatricals grants Licensee the non-exclusive and non-transferable right to present a live stage production with living actors appearing in the immediate presence of an in-person audience of the Property at the Venue and during the Production Dates stipulated above and on the other terms and conditions set forth in this Agreement. The said rights are valid only through the final performance date as indicated above. No change by Licensee in the production dates, the number of performances, the number of seats per performance, the ticket prices, and/or any other particulars of this Agreement shall be made without the prior written consent of Concord Theatricals, which may be withheld in Concord Theatricals' sole and absolute discretion. Concord Theatricals has the right to revoke this Agreement if Licensee fails to secure such consent and/or if Licensee is in breach or default of any other term or condition of this Agreement. No other rights are herein granted, and Concord Theatricals (on behalf of the Author(s) and the owner(s) of the Property) reserves any and all other rights in the Property, whether such rights are now known or shall hereafter come into existence. The reserved rights shall include, without limiting the generality of the foregoing, all motion picture rights, television and cable rights, radio rights, stage rights other than those licensed hereunder, electronic and digital rights, mechanical rights, recording rights and publication rights of all kinds.
2. **Licensee Warranties.** Licensee represents, warrants and covenants that the Property will be presented in its entirety as it appears in published form authorised by the Author(s) and that the Author(s)'s intent will be respected in the Licensee's production. No changes, interpolations, additions, or deletions will be made in the Property for the purpose of the Licensee's production or otherwise.
3. **Production Date Changes.** Licensee will PROMPTLY notify Concord Theatricals in writing of any and all proposed changes in Production Dates whatsoever, including, but not limited to, additional performances, rescheduled performances, cancellations, postponements, etc., all of which are subject to the prior written approval of Concord Theatricals. Please note that additional fees may be applied for any changes made.
4. **Cancellations.** The following additional guidelines will apply in cancelling a licensed production:
 - 4.1 You must notify your Licensing Representative in writing (email acceptable) within 24 hours of the first cancelled performance, stating the reason or reasons for the cancellation.
 - 4.2 If you are presenting one performance and you timely notify your Licensing Representative of cancellation, a refund can be granted, though a £30 processing fee will be applicable.
 - 4.3 If you are presenting more than one performance and you timely notify your Licensing Representative of cancellation of the full run of performances, a refund can be granted, though a £30 processing fee will be applicable.
 - 4.4 If you are presenting more than one performance and you timely notify your Licensing Representative of cancellation of an individual performance, a refund of fees for the cancelled performance can be granted and no processing fee will be applicable.
 - 4.5 If you notify your Licensing Representative of cancellation more than 24 hours after the first cancelled performance, no refund will be granted.
5. **Execution of Agreement.** This Agreement shall be effective upon receipt by Concord Theatricals of (a) this Agreement signed by Licensee and (b) payment in full of the stated Licensing Fees. Due to demand and area restrictions, Performance Agreements are time sensitive. Therefore, this Agreement shall be null and void if it is not executed as described above within ninety (90) days of the Effective Date of this Agreement. Licensee may electronically execute this Agreement by selecting "Licences" from the dropdown menu under the "My Account" page on www.concordtheatricals.co.uk.
6. **Payment.** All licensing fees must be paid within ninety (90) days of the Effective Date of this Agreement and before any rehearsal, advertising or announcement of the performances. Payment for all performances must be received in full. Payment may be made by cheque, credit card, or bank transfer. Please refer to "Methods of Payment" below for more information.
7. **General Terms and Conditions.**
 - 7.1 No auditions, casting, rehearsals, advertising, publicity or performance of the Property may commence unless and until this Agreement is executed and all monies owing to Concord Theatricals are timely paid as set forth in this Agreement.
 - 7.2 Licensee may not create merchandise of any kind based on the Property, whether for sale, promotional use, or free distribution, without prior written permission from Concord Theatricals.
 - 7.3 Licensed productions of the Property are to be performed in front of a live audience only. Auditions, rehearsals, and/or performances may not be recorded, streamed, broadcast or posted at any time, in any manner or for any purpose. These restrictions apply to both audio-only and audio-visual recordings, broadcasts and postings. By way of example only, no posting or streaming of audio or audio-visual recordings to YouTube or any other social networking sites is permitted. Any such recording, broadcasting, posting or other use of a performance of the Property is a copyright infringement and will

expose Licensee to serious legal consequences.

7.4 Any announcements, advertisements, publicity, promotional materials, and marketing materials, whether on the Internet or in any other media, must be in strict compliance with the terms of this Agreement, including the number and dates of performances, the number of seats, and the ticket prices. No advertising, marketing or promotion of Licensee's production may bill such production as any type of "premiere" of the Property (e.g., regional, county, local) without prior written approval from Concord Theatricals. Please contact your Licensing Representative to request approval.

7.5 This Agreement does not include the right to any choreography, staging, direction, costume design, scenic design, lighting design or sound design of the Property as previously presented. Licensee agrees that its production of the Property shall be a non-replica production. Neither Concord Theatricals nor the Author(s) or owners of the Property shall be obliged at any time to make any payment or offer rights participation to any person(s) whom Licensee may hire to direct, choreograph, stage, design or otherwise participate creatively in Licensee's production.

7.6 Licences are available only for complete performances of the Property. Performances of various scenes and/or songs apart from the Property in its entirety (e.g., in connection with recitals, contests, festivals, etc., or for promotional purposes) require special permission, which must be requested in writing in advance of any such performances. Unless the request is granted in writing by Concord Theatricals, no such performances may take place.

7.7 Licensee will present the Property using the Approved Production Script (as defined in Section 7.15 below). No abridgement or enlargement of the Property, no changes in music, lyrics, dialogue, period, setting, characters (including their gender), and/or characterisations in the Property, and no changes in running time, placement of intermission, number or order of scenes, etc., may be made without prior written permission from Concord Theatricals. In the event that any changes to the Property are approved in writing, such changes shall, upon creation, become the sole and exclusive property of Concord Theatricals, the Author(s) and the owners of the Property, as their interests may appear, and may be used by such parties free and clear of any obligation whatsoever to Licensee or any third party. **Note: Any copying (including physical copying, scanning and/or uploading) of the Approved Production Script is not allowed and is a violation of international copyright law.**

7.8 An approved logo and other promotional and marketing materials for the Property may be available from Concord Theatricals. Please contact your Licensing Representative for further information. Please review the Riders and Exhibits in Section 17 below, as well as (if applicable) any additional Rider you may have signed in connection with your production of the Property, for further requirements regarding logos, promotion and marketing of your production.

7.9 This Agreement is not transferable to any other production other than the one licensed. The rights Licensed under this Agreement may not be sublicensed and/or otherwise conveyed by Licensee to any other person.

7.10 You must include in prominent fashion in every programme for your production of the Play the following warning, and the warning must also be posted in the Venue: **"The videotaping or making of electronic or other audio and/or visual recordings or streams of this production is strictly prohibited, and is an offence under the Copyright, Designs and Patents Act 1988."**

7.11 The grant of rights hereunder does not include any rights to use any artwork (except to the extent otherwise expressly set forth in Section 17 below), advertising, names of actors or actresses or other personnel associated with any other production of the Property in any artwork, advertising or promotional materials for Licensee's production hereunder.

7.12 Licensee is solely responsible for obtaining formal written permission from third-party copyright owners to use copyrighted music, images, brands, or other material in Licensee's production of the Property and is strongly cautioned to do so. If no such permission is obtained by Licensee, then Licensee must use only original music and other materials that Licensee owns and controls. Licensee is solely responsible and liable for all third-party clearances (including without limitation music clearances) and shall indemnify Concord Theatricals, the Author(s) and other copyright-owner(s) of the Property, and their respective principals, shareholders, officers, directors, parents, subsidiaries, agents, employees, representatives, administrators, trustees, beneficiaries, successors and assigns against any costs, expenses, losses and liabilities arising from the use of music and other third-party material by Licensee. For the avoidance of doubt, the foregoing shall not apply to use of the music included in the Property for which sheet music or audio tracks is provided by Concord Theatricals.

7.13 In the event that the programme for Licensee's production of the Property includes advertising, Licensee agrees to reserve programme space no smaller than one-half (1/2) page for Concord Theatricals. Concord Theatricals shall notify Licensee in writing no later than thirty (30) days before the first performance hereunder if Concord Theatricals elects to use such programme space, and shall provide Licensee with applicable files at the time of such notification. If Concord Theatricals does not provide Licensee with timely notice, Licensee shall have no obligation to reserve such programme space.

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7.14 Licensee agrees to reserve two (2) complimentary tickets in central positions for each performance of the Property hereunder for the use of Concord Theatricals, the Author(s) and the owners of the Property. Concord Theatricals shall notify Licensee a minimum of three (3) days prior to the applicable performance whether it requires such tickets, and agrees not to resell such tickets. Licensee shall provide Concord Theatricals with two (2) copies of the programme for its production of the Property upon request by Concord Theatricals.

7.15 "Approved Production Script" is defined as the version or draft of the script of the Property to be used in connection with Licensee's production. It is understood that the Approved Production Script will be made available for purchase via the licensing dashboard via www.concordtheatricals.co.uk as the "Acting Edition." No earlier manuscript or any other versions of the Property are permitted for production without prior approval. In the event that a published Acting Edition is not available for public purchase, Licensee should contact its Licensing Representative for the most up-to-date version of the script prior to the start of pre-production and rehearsals.

- 8. Representations and Warranties; Indemnification.** Licensee represents and warrants that (a) all of the information provided to Concord Theatricals, both orally and in writing, in connection with the production of the Property and/or otherwise is accurate and correct, (b) Licensee will present the Property in accordance with the terms and conditions set forth in this Agreement, and (c) Licensee will be fully responsible for the manner in which Licensee's production of the Property is performed. Licensee hereby indemnifies Concord Theatricals, the Author(s) and other copyright-owner(s) of the Property, and their respective principals, shareholders, officers, directors, parents, subsidiaries, agents, employees, representatives, administrators, trustees, beneficiaries, successors and assigns from and against any claim arising out of (a) the breach or alleged breach by Licensee of any of Licensee's representations, warranties, obligations, or agreements under this Agreement and/or (b) Licensee's production of the Property including the performance, preparations, advertising and marketing thereof.
- 9. Termination.** Failure to strictly comply with any of the terms and conditions of this Agreement, including but not limited to the provisions of Sections 2 and 7 and any Exhibits or Riders hereto, may result in the immediate termination of this Agreement and/or any such other agreements by Concord Theatricals in its sole and absolute discretion. In the event of termination, all amounts owing under this Agreement remain payable in full and shall be retained by Concord Theatricals in addition to any other rights or remedies that Concord Theatricals may be entitled to assert for breach of contract.
- 10. Default.** If Licensee defaults in the performance of any of the representations, warranties, indemnities, obligations, terms and/or conditions of this Agreement, then in addition to any and all other remedies which Concord Theatricals, the Author(s) and/or the owners of the Property might have at law or equity, Licensee agrees that Concord Theatricals shall have the right to seek a temporary restraining order and a preliminary injunction to enjoin any performances of the Property. Licensee agrees to reimburse Concord Theatricals for any expenses incurred in enforcing rights hereunder, including but not limited to, attorneys' fees, court costs, telephone, fax, courier and postage charges and collection expenses.
- 11. Applicable Law.** Agreement shall be construed and shall take effect in accordance with the laws of England and Wales and in the event of a dispute the courts of England and Wales shall have exclusive jurisdiction. Licensee: (i) waives any objection which it might have now or hereafter to the venue of any such litigation, action or proceeding, (ii) irrevocably submits to the jurisdiction of any such court in any such litigation, action or proceeding, and (iii) hereby waives any claim or defence of inconvenient forum. This Agreement constitutes an offer revocable by Concord Theatricals.
- 12. Revocation.** Concord Theatricals reserves the right to revoke any and all licences issued for any reason upon written notice to the Licensee. In the event that Licensee has paid for their licence prior to such revocation, a full refund will be given to the Licensee within forty-five (45) business days of written notice of licence termination.
- 13. Miscellaneous.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall be binding upon the parties hereto, their respective heirs, executors, administrators, legal representatives, successors and assigns and may not be altered, modified or cancelled (except as herein specifically provided), except by written instrument signed by both parties hereto. This Agreement supersedes all prior or contemporaneous agreements, undertakings, warranties, representations and negotiations between the parties with respect to the subject matter hereof, except in the event that Licensee has previously executed a Rider specifically relating to its production of the Property under this Agreement, such Rider shall remain in full force and effect and shall be a part of this Agreement. No waiver shall be deemed a continuing waiver or deemed a waiver of any assignment or similar breach. In entering into this Agreement, Licensee and Concord Theatricals will each have the status of an independent contractor and nothing contained herein will constitute the parties as partners, fiduciaries, agents or employees of each other.

ADVERTISING STIPULATIONS

- 14. **Nature of Production.** It must be made clear on all advertising for Licensee’s production of the Property that audiences will be witnessing stage performances by amateurs.
- 15. **Concord Theatricals Credit.** All programmes, web pages, publicity, and advertising in connection with performances of the Property, in all media (including print and electronic), shall carry a programme note as follows (unless an additional or different notice is specified in writing by Concord Theatricals) in not less than 10-point type:

This amateur production of **“Waiting for God”** is presented by arrangement with Concord Theatricals Ltd. on behalf of Samuel French Ltd. www.concordtheatricals.co.uk

15.1 Author(s) Credit. The Author(s)’s name (including, as applicable, composer(s), lyricist(s) and/or translator/adaptor’s name) will appear in all instances in which the title of the Property appears, including all programmes, web pages, house boards, and publicity and advertising in all media (including all print and electronic media) within the control of Licensee. Except as otherwise specified below, the name of the Author(s) will appear on a separate line on which no other name appears as set forth below immediately following the title of the Property and will appear in size of type not less than fifty percent (50%) of the size of the title type, as follows:

Title:	Author Credits:
“Waiting for God”	Waiting for God A Comedy by Michael Aitkens

15.2 Additional Production Credit. The following credits will be included on the title page of all programmes and playbills distributed in connection with performances of the Property. If supplied, the following bio will also be included in the programme:

Title:	Production Credits:
“Waiting for God”	

Title:	Bio Requirement:
“Waiting for God”	

- 16. **Programme Note.** All programmes shall carry the following note:

“The videotaping or making of electronic or other audio and/or visual recordings or streams of this production is strictly prohibited, and is an offence under the Copyright, Designs and Patents Act 1988.”

ADDITIONAL RIDERS

- 17. **Riders and Exhibits.** In addition to all provisions set forth above, this Agreement includes any Riders previously executed by Licensee specifically relating to its production of the Property hereunder, as well as the following additional Exhibits and Riders (if any):

Additional Riders

Title:	Additional Riders
Waiting for God	

ACCEPTED AND AGREED TO: This Agreement and all conditions and terms contained herein are wholly binding upon the execution by Licensee of this licence agreement and the remittance of payment in accordance with the terms contained herein.

***REMINDER: IF YOU HAVE NOT RECEIVED PAYMENT CONFIRMATION FOR THE AMOUNT STATED ABOVE YOU DO NOT HAVE LICENCE APPROVAL AND MAY NOT AUDITION, CAST, REHEARSE, ADVERTISE, PUBLICISE OR PERFORM THE PLAY.**

METHODS OF PAYMENT

Faster Payment Methods:

Credit/Debit Card. We accept Visa, Visa Debit, MasterCard and American Express for licensing payments. Payments can be made by visiting the Concord Theatricals website (www.concordtheatricals.co.uk). Sign into the applicant's account, click on their name in the top right corner, then select 'Licences' to access the secure payment area.

BACS Direct Debit for UK Domestic Bank Accounts (Bank Automated Clearing System) BACS Direct Debit is an alternative to a Cheque payment and only available to UK bank accounts. Unlike a paper cheque, which may have to go through the post, a BACS Direct Debit payment is paid online, cutting down on processing time. You have two ways to pay with BACS Direct Debit; option one, you can enter in your bank account information with every transaction. Option two, you can verify your bank account through our secure dashboard portal, once it's been verified it's good to use on any future payment with Concord Theatricals, no need to enter in the details for each transaction. This type of payment can be made directly through your customer dashboard on www.concordtheatricals.co.uk. For more information on this payment method please visit: <https://www.concordtheatricals.co.uk/resources/help-and-faq>.

BACS Bank Transfer (for UK and International customers). (You must use only your Request Number as the reference)

International bank transfers may incur bank charges. If this is your chosen method of payment and it is an international transaction, all bank charges must be covered by you and not deducted from the invoiced amount. Payment must be remitted in GBP (your bank can advise on how to do this), please do not attempt to convert the invoiced amount into local currency.

BARCLAYS BANK PLC - Leicester, Leicestershire, United Kingdom, LE87 2BB
Sort Code: 20-78-98
Account Number: 63047423
Account Name: Concord Theatricals Ltd
IBAN: GB49 BARC 2078 9863 0474 23 BIC/SWIFT NUMBER: BARCGB22

The payment method listed below may take up to 14 days to be processed.

Cheque or Postal Order. Made payable to Concord Theatricals Ltd, in GBP and it must be sent by registered post or recorded delivery to our business address:
Concord Theatricals, Aldwych House, 71 - 91 Aldwych, London, WC2B 4HN. **You must use the Request Number as the reference.**

Please send payment remittance(s) to: finance@concordtheatricals.co.uk

Reg'd in England No. 08248854 VAT No. 363 8894 45 Reg'd Office Concord, Aldwych House, 71 - 91 Aldwych, London, WC2B 4HN

LICENSING CHECKLIST

Before you start rehearsals:

- Sign your Performance Agreement through the “Licences” section, in the drop-down menu under your name in the top right corner of on concordtheatricals.co.uk.
- Pay your licensing fees in full to activate your licence .
- Communicate any changes (dates, venue, etc.) to your licensing rep via email.
- Purchase supplemental materials from www.concordtheatricals.co.uk.
- Please review the script fees section of this agreement to determine whether scripts were previously selected during the licence application. If script fees are not included, they must be purchased separately from www.concordtheatricals.co.uk.

During Rehearsals/Pre-Production

- Confirm advertising material is compliant with stipulations before announcing.
- Check payment of licence has been received and acknowledged.

During Production Week

- Get in touch with Concord Theatricals via social media and share production photos with us.
- Enjoy the show!

Break a leg on your production!

Sincerely,

Concord Theatricals