



Plays and Musicals

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PERFORMANCE APPLICATION FORM

| | |
|------|--|
| Date | |
|------|--|

Please complete and return the original of this form with the appropriate fee, before rehearsals begin.
Only once you receive your Licence To Perform should you start rehearsals.

**** Please ensure that the person who signs the application is permitted to commit your organisation to expenditure AND is authorised to sign contracts on its behalf. ****

| | |
|---------------------------|---|
| Name of Organisation | the 'Producing Organisation' |
| Address | Zip/Postcode : |
| Telephone Number | |
| Contact Person | |
| E-Mail Address | |
| Type of Organisation * | School / Amateur / Professional / Other _____ |
| Show To Be Performed | the 'Work' |
| Performance Dates | |
| Venue and Address | Postcode : |
| Seating Capacity of Venue | |
| Quantity of Performances | |

| | |
|---|--|
| Application : On behalf of the above named organisation I hereby apply for a license to stage the show specified. I have read the "Notes To The Applicant" provided, and agree to the Terms and Conditions. If any changes occur to the details provided above in the time between submission and the final production I undertake to notify Plays and Musicals immediately. <u>I confirm that my Organisation has* / has not yet* purchased the recommended quantity of scripts and other rehearsal material and that the appropriate fee is attached.</u> | |
| Name of Applicant | |
| Position In Organisation | |
| Signature | |
| Date | |

* delete as appropriate

Notes To The Applicant (Non-Professional Organisations)

WHEN SHOULD WE START REHEARSALS? As soon as you have purchased sufficient rehearsal material from us, AND you have received your Licence To Perform. Provisional performing licences may be provided by P&M where the full details of the venue or dates are not available at the time of application.

WHAT HAPPENS ABOUT ROYALTIES? You should submit payment with this application (or where provisional licences are issued no later than six weeks prior to the first performance). The appropriate fees are stated on the Plays And Musicals website.

WHAT IF WE DON'T CHARGE AN ADMISSION PRICE? You still have to pay the quoted fee per performance.

DO WE BUY OR HIRE THE REHEARSAL MATERIAL? The scripts, piano/vocal scores and backing tracks are sold. There is a minimum quantity of scripts which you should purchase, the number of which varies for each title. The band parts or orchestrations (where available) are hired. If you hire the band parts, you choose how long you wish to have the material and return this music within two weeks of your final performance.

IS THERE ANY HELP FOR THE PRODUCTION TEAM? Yes. Many plays or musicals have free production notes which cover, lighting, scenery, costumes, special effects, props, etc. With musicals the piano/vocal score generally has detailed notes for the Musical Director and, depending on the show, there may be large font lyric sheets available for you to copy and give to members of the chorus. This additional rehearsal material is provided with an approved performing licence.

DO WE HAVE TO ACKNOWLEDGE PLAYS AND MUSICALS? Yes. If you produce a poster and/or programme you must include two sentences. One must show the name of the playwright/composer, and the other must contain the words "By arrangement with Plays And Musicals".

CAN WE CHANGE THE SCRIPT AND SCORE? No, except where approved by the writer/composer. Contact P&M in the first instance.

CAN WE CHANGE THE DATES OF OUR PRODUCTION RUN? Of course. But you must advise Plays and Musicals as soon as possible, as depending on other licences granted we cannot guarantee that a licence will be granted for your revised dates.

Terms and Conditions (Non-Professional Organisations)

PRICES. Subject to change without notice, except after written acceptance of a Royalty Quotation / Performance Application Form. The correct prices are those displayed on the website of Plays And Musicals at www.playsandmusicals.co.uk.

SCRIPTS, LIBRETTI & SCORES. Sold singly where a customer needs to study the material before deciding its choice of production. Sold as a recommended quantity rehearsal set needed in order to stage the production. Every effort is made to ensure consistency within sets of scripts or scores supplied. Where corrections have been made to material over time customers may be presented with inconsistencies in content and it may not be obvious which is the updated version. Plays And Musicals will resolve any such problems on request.

BAND PARTS (where available). These are subject to a minimum two month hire period at the monthly charges shown. Some Band Parts (also known as Orchestrations) may be provided as copies of hand written scores.

PAYMENT. For scripts, libretti or scores, payment should accompany a customers Purchase Order. For band parts, payment is due for the minimum two month hire charge on receipt of a customers rental Purchase Order. For backing tapes and CD's payment is due on receipt of a customers Purchase Order. For Royalties, the stated or quoted royalty fees are payable at the time of applying for a performing licence.

COPYRIGHT. The right of each individual writer or composer to be identified as the author of the appropriate works described on the Plays and Musicals website has been asserted by them in accordance with the Copyright, Designs and Patents Act 1988. Any unauthorised photocopying of rehearsal material or performances given to an audience howsoever composed are contraventions of this Act and may render the organiser(s) of such activities liable to prosecution. It is understood by the Producing Organisation that it is also an infringement of copyright to record any performance onto audio, video or any other form of retrievable storage system without the prior written permission of P&M. Such permission is usually granted to schools, and may be granted to Amateur Groups at the discretion of P&M. Unless otherwise stated in writing, licences granted will permit non-exclusive live performances during the period stated, for the quantity of performances stated at the venue stated. Other rights may be granted on request. **THIS APPLICATION FORM DOES NOT CONSTITUTE A LICENCE TO PERFORM.**

LIABILITY. Plays and Musicals will not be held liable for any actions, omissions or any litigation of the Producing Organisation in rehearsing a production or performing a production consequent on the instructions or ideas explicitly provided in the Work or through any other means.

CANCELLATION.- Amateur Groups. Where cancellation is unavoidable, the Producing Organisation MUST advise P&M in writing. P&M reserves the right to charge the Producing Organisation (by way of Liquidated Damages and not as a penalty) a fee for the cancellation. Where cancellations are received in advance of 14 days prior to the first licensed performance the charge will be 20% of the total royalty fees paid. Where advice of cancellation is received within 14 days of the first licensed performance, all advance monies paid as royalty fees will be forfeited. Any refunds made will be entirely at the discretion of P&M.

CANCELLATION.- Schools. Where cancellation is unavoidable, the School MUST advise P&M in writing. P&M reserves the right to charge the Producing Organisation (by way of Liquidated Damages and not as a penalty) a fee for the cancellation. Where cancellations are received in advance of 14 days prior to the first licensed performance the charge will be 5% of the total royalty fees paid. Where advice of cancellation is received within 14 days of the first licensed performance, the charge will be 10% of the total royalty fees paid. Any refunds made will be entirely at the discretion of P&M.

ATTENDANCE. The Producing Organisation (except where the Producing Organisation is a School) agrees that if requested by P&M it will make available to P&M complimentary tickets for two adjacent best seats at the venue at a performance date chosen by P&M. If these are required, P&M undertakes to make such a request at least 6 weeks prior to the first performance.

BACKGROUND OR INCIDENTAL MUSIC. The Producing Organisation agrees not to use any suggested background or incidental music suggested in the Work whether live or pre-recorded prior to obtaining a suitable licence from PRS (Performing Rights Society) or some equivalent body. **NOTE :** This clause may not apply outside the United Kingdom, where different rules may apply..
