



## National Operatic and Dramatic Association (CIO)

NODA LIMITED of 15 The Metro Centre, Peterborough PE2 7UH

Tel: 01733 374790 Fax: 01733 237286 Email: info@noda.org.uk Web: www.noda.org.uk

*Please read the Important Conditions overleaf before completing this form. The licence is granted on those Conditions only when NODA receives the appropriate fees and accepts your application by signing a copy of this form. Please allow up to 14 days for processing and delivery of Purchased Material.*

### I APPLY FOR PERMISSION TO PERFORM

<b>The Work:</b> (Name of Pantomime)	<b>Please State Version (Year)</b>		
<b>By:</b> (Name of author)			
<b>On behalf of:</b> (Name of Society)			
<b>At: (Place of Performance)</b> (venue name and address (with postcode) and telephone number)			
<b>With Maximum Seating Capacity per performance:</b> (insert number)		<b>For:</b> (number of Performances)	
<b>On:</b> (dates of Performances)			

For the purposes of this application, **Authorised Performances** will be the number of performances of the Work by the Society at the Place of Performance on the Dates set out above, given live (by amateurs) before an audience (whether for payment or not).

### I ENCLOSE PAYMENT MADE UP AS FOLLOWS:-

<b>Licence Fee:</b> (Number of performances x £)	£
<b>Purchased Materials:</b> (Number of Scripts x £x) ( <b>Price inc. P&amp;P – UK Mainland only</b> )	£
<b><u>A Licence will not be issued without an order for a sufficient quantity of Scripts</u></b> (A sufficient quantity is the minimum number of the principal parts)	
<b>Video Licence Fee £36 inc VAT</b>	
<b>TOTAL PAYABLE</b>	£

**PLEASE ALLOW UP TO 14 DAYS FOR YOUR SCRIPTS TO BE DELIVERED**

<b>Name of Signatory:</b>	
<b>Signature:</b>	
<b>Position in Society:</b>	
<b>Address for Correspondence:</b>	
<b>Contact Telephone Number:</b>	<b>Email:</b>

<p><b>Copyright Statement:</b> The following text <b>MUST</b> be added to all promotional material in relation to this Work. [Name of Society] presents [Name of Work] by [Insert details of authors]. "This amateur production is by arrangement with NODA Limited"</p> <p>The name of the authors is to be no less than 33% of the size of the name of the Work. The reference to NODA Limited is to be no less than 25% of the size of the name of the Work.</p>	<p><b>OFFICIAL USE ONLY</b> Application approved by:</p>
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Be inspired by amateur theatre

Registered as a charity number 1171216 Patrons: The Lord Lloyd Webber & Connie Fisher

# TERMS AND CONDITIONS

## INTERPRETATION

The definitions set out overleaf shall apply in these Conditions.

Clause headings are for convenience only and do not affect the interpretation of these conditions.

References to a **party** are to a party to the licence granted by NODA.

A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns.

Words in the singular include the plural and in the plural include the singular.

If there is any conflict between these standard conditions, and the special conditions set out overleaf, the special conditions shall prevail.

## LICENCE

Subject to the Society fully complying with these conditions, NODA grants to the Society a non-exclusive licence to produce and give the Authorised Performances.

The Society shall pay to NODA the Licence Fee. If the Society is not a member of the National Operatic and Dramatic Association on the date of this licence is granted, the Service Fee shall also be payable to NODA.

Unless the Work is a pantomime, the Hire Materials comprise the only authorised acting edition of the Work and the Society may not include any additional music or lyrics into the Work, or alter any of the script, music or lyrics used in the Work without NODA's prior written consent. If the Work is a pantomime then the Society may make minor changes (if indicated as permitted in the script) to dialogue, local jokes, topical jokes and musical and dancing numbers. If the Society is in any doubt as to whether a change is authorised under this condition, it must seek NODA's prior written consent.

## PAYMENTS

If extra performances are arranged after a licence has been granted, it is essential that NODA be informed immediately and the appropriate additional royalty paid whereupon a revised licence will be issued.

## COPYRIGHT ACKNOWLEDGEMENTS

The Society shall include the Copyright Statement in all of its programmes, advertisements, leaflets, website and other publicity material for the Authorised Performances.

If requested by NODA, the Society shall provide to NODA two copies of the printed programme and any leaflet, poster or other publicity material produced in respect of the Authorised Performances, and shall provide to NODA the details of any publicity that it publishes (or causes to be published) using the internet.

If requested by NODA prior to 24 hours before the Authorised Performance, the Society shall provide two tickets allowing admission to any Authorised Performance free of charge by representatives of NODA to view the Authorised Performance and/or the Place of Performance.

The Society acknowledges that it would be an infringement of the intellectual property rights in the Work to record or broadcast it (or any part of it). The Society shall use its best endeavours to ensure that there is no unauthorised recording or broadcast of the Work by any person attending a rehearsal or performance of it.

All rights in the Work not expressly licensed in accordance with these conditions are reserved to NODA and to the authors of the Work.

## NOTICES

Any notice under these conditions shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address as set out overleaf, or such other address as may have been notified by that party for such purposes. A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not during business hours, at 9.00 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

## GENERAL

These conditions may only be amended or varied in writing signed on behalf of both NODA and the Society. A waiver of any right under these conditions is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.

The Society confirms that all information provided by the Society to NODA in relation to its application to perform the Work is true, complete and accurate, and the Society shall immediately inform NODA if it becomes aware of any inaccuracies.

If the Society is in breach of any obligation to NODA, NODA may terminate any licence granted in accordance with these conditions.

Termination of the licence, however arising, shall not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provision expressly stated to survive, or implicitly surviving, termination.

NODA shall have no liability to the Society if it is prevented from, or delayed in, performing its obligations under these conditions or from carrying on its activities by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes or other industrial disputes, failure of a utility service or transport network, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

Any contract incorporating these conditions is made for the benefit of the parties to it, the National Operatic and Dramatic Association and (where applicable) their successors and permitted assigns, and is not intended to benefit, or be enforceable by, anyone else.

Any contract incorporating these conditions, and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non contractual disputes or claims) are governed by and construed in accordance with the law of England.

The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these conditions or their subject matter or formation (including non-contractual disputes or claims).

The appropriate royalty fee must be paid at least 4 weeks prior the first performance. If extra performances are arranged after a licence has been granted, it is essential that NODA be informed immediately and the appropriate additional royalty paid by 4 weeks before the first performance, whereupon an amended Licence will be issued.

## IMPORTANT – Cancellations are subject to a 10% administration fee

**PLEASE NOTE: The licence referred to above only relates to live performances of the script. A separate licence is required for video or sound recording of a NODA pantomime script, which will be issued on receipt of the appropriate fee.**

**\*\* A PERFORMING LICENCE MUST BE IN POSSESSION BEFORE REHEARSALS BEGIN \*\***