

HOPE PLAYWRITING PRIZE 2016-7

WRITER'S AGREEMENT

DRAFT AGREEMENT made this **TBA** day of **TBA** in the year **TBA**.

Between **WRITER** of **ADDRESS** (the Writer) of the one part

And LIVERPOOL ROYAL COURT of 1 Roe Street, Liverpool L1 1HL (the Manager) of the other part.

Whereby it is agreed as follows:

The Manager is hereby granted the exclusive licence to give professional performances of TITLE (the Play) by **WRITER** (the Writer) by Liverpool Royal Court, 1 Roe Street, Liverpool, L1 1HL (the Manager) commencing **DATE** subject to the terms and conditions set out below.

If the Manager fails to fulfil any of the material terms and conditions herein or fails to render any accounts required to be rendered hereunder or fails to make payment due as herein stipulated then the Licence herein shall thereupon cease and all rights in the Play shall revert to the Writer but without prejudice to any claims which the Writer may have against the Manager for any arrears of payment then due or otherwise.

Terms and Conditions

1. This Agreement must be signed in duplicate and posted to the Manager within 14 (fourteen) days of the date shown above. A countersigned copy will be returned to the Writer. This agreement comes in to effect once the advance payment detailed in 4(a) below has been made to the Writer.

2. TERM

The Term of this License shall commence on the date of this Agreement and shall continue according to the following terms and conditions (unless sooner terminated pursuant to the provisions herein contained):

a) The Manager shall be granted a period of Six (6) months from the date of this Agreement (i.e. 27 August 2014 through 26 February 2015) in which to develop, produce, or cause the Play to be produced.

b) In the event that the Manager begins development, produces, or causes the Play to be produced as above in Article 2(a) the Manager shall be granted a maximum period of Eighteen (18) months from the end of the period in a) (i.e. 27 February 2015 through 26 August 2016) in which to produce, or cause the Play to be produced to a first class standard.

c) In the event that the Play is produced in the Territory defined in Article 3(a) during the License Term outlined in 2(b), then Writer shall renew the License Term for a period of Sixty (60) months commencing from the date of the first public performance (which date shall be confirmed to Licensor no later than Two (2) weeks following said date). If during this License Term the Play is not performed for a period of Eighteen (18) months the Rights in the Play will revert to the Writer.

d) The Manager shall be granted an additional License Term in which it may produce/performance the Play to a first class standard in London (as outlined in Article 3(b) below), provided that Manager sends written notification to the Writer of its intention to produce/performance the Play in London (said written notification shall be sent to the Writer during the License Term outlined in Article 2(c) and simultaneously pays the Writer the License Fee as outlined in Article 4(b). The additional License Term shall be for an additional Five (5) years. If the Play is in performance at the end of this License

Term the License will extend until the end of the run of that production of the Play. If during this License Term the Play is not performed in London for a period of Twelve (12) months the Rights in the Play will revert to the Writer.

3. TERRITORY: The Grant of Rights to the Manager hereunder shall be exercised solely in the following Territories:

a) Liverpool and Tour – The Manager shall have exclusive rights with respect to production of the Play in Liverpool, England and within the Territories in which the Play shall be taken on Tour commencing upon the date of the first public performance and continuing for a maximum period of Five (5) years thereafter (as outlined in Article 2(b) above). The Territories shall include all of the United Kingdom and the Republic of Ireland, including London and any venue which is a member of the Society of West End Theatres.

b) London – The Manager shall have exclusive rights with respect to production of the Play throughout London commencing on the date that the Writer receives written notice from the Manager stating its intention to produce/open the Play in London and the Writer's simultaneous receipt of the Manager's advance payment for the additional Territory of London as outlined in Article 4 below, provided that said advance payment is paid to the Writer and that the Play is produced in London simultaneously at a time during the Five (5) year period described in Article 2(c) above. The exclusivity period in London shall exist for a period of five years.

4. LICENSE FEES: In full consideration for the rights granted hereunder, the Manager agrees to pay the Writer the following Fees:

a) For the rights as outlined in Article 3(a) above, the Manager shall pay to the Writer a License Fee in the amount of: i) Eight Percent (8%) of the net box office income received during the initial first class run of the Play in Liverpool and Ten Percent (10%) of the net box office income received during a remount of the Play in Liverpool (the dates of said first run and remount shall be provided by Manager to the Writer in writing prior to the commencement of such first run and remount), and; ii) Seven Percent (7%) of the net box income received up to Sixty Thousand Pounds (£60,000) per week during the Tour of the Play and Eight Percent (8%) of the net box office income received above Sixty Thousand Pounds (£60,000) per week during the Tour of the Play.

Of The Hope Playwriting Prize of £10,000, £5,000 is deemed to be a non-refundable advance against future royalties to the Writer on the signing of this Agreement. The Manager shall make a further a payment of £2,500 as an advance payment against future royalties on the first Press Night of the Play or within 2 months of the first payment whichever is the earlier. All fees to be payable on timely receipt of invoice from the Licensor.

b) For the rights as outlined in Article 3(b) above, Manager shall pay to the Writer License Fees in the amount of:

i) Pre-Recoupment License Fees: The License Fees during the period in which Manager is recouping its total investment in the Play in London (i.e. the total of pre-production and running costs) shall be Six Percent (6%) of the net box office income received above the per week break even amount during each week of the Play in London, and;

ii) Post-Recoupment License Fees: The License Fees during the period after which Manager has recouped its total investment in the Play in London (i.e. the total of pre-production and running costs) shall be Eight Percent (8%) of the net box office income

iii) 150% Recoupment License Fees: The License Fees during the period after which Manager has recouped One Hundred And Fifty Percent (150%) of its total investment in the Play in London (i.e.

the total of pre-production and running costs) shall be Ten Percent (10%) of the net box office income.

Manager shall pay a non-refundable guarantee payment to the Writer to be recoupable against the License Fee as outlined herein in this Article 3(b) in the amount of £2,500, which shall be payable to the Writer as an advance payment against future royalties simultaneously with written notice from the Manager stating its intention to produce/open the Play in London.

As used herein, the term "net box office income" shall mean the Producer's total gross box office income received reduced only by VAT, PRS and ticket processing fees charged to the Producer on tickets of the Play sold.

5. MANAGEMENT PARTICIPATION

Provided that the Writer's net income (i.e. net of agent's commission and VAT) from the exploitation of the Play (excluding amateur and foreign language stage rights, payments made to the Writer under this contract, and any actual writing fees to include but not limited to screen or audiotape) shall have exceeded a threshold of £37,500, the Writer shall for a period of 7 years from the last paid performance of the Play by the Manager hereunder, ensure that the Manager shall receive **TBA**% of such income in excess of this threshold.

6. All payments due are exclusive of VAT and payment will be made via bank transfer or BACS to the following bank account:

TBA

Whose receipt shall be a full and sufficient discharge thereof. Payments will not be made to any other party unless instructed by the Writer.

7. All royalty payments shall be accompanied by certified box office statements of the gross and net box office receipts at any theatre or place where performances of the Play have been given and shall be payable no later than Twenty One (21) days following the last performance of the Play in any given week ending on a Saturday at each respective venue.

8. The Writer understands and will exercise his statutory right to claim interest under the Late payment of Commercial Debts (Interest) Act 1998 if monies are not paid to the agreed terms.

9. Provision will be made by the Manager for the Writer to have 2 (two) complimentary seats for the official opening night of the production and for any subsequent performances subject to availability.

10. In accordance with Section 78 (2) of the Copyright, Design and Patents Act 1988 the Writer's moral right to be identified as the author of the Play is hereby asserted generally.

11. The Writer and Manager acknowledge that the grant of rights contained herein relate only to the text of the Play and not to any music or songs contained therein.

12. The title of the play and performance of the authorised text of the Play should be without changes or additions unless otherwise approved by the Writer. Any changes made in the manuscript presentation or performance of the play by any third party will be deemed to be part of the Play and the copyright in such changes will belong to the Writer and the Writer will not be under any moral or financial obligation to any person suggestion of making such changes unless the Writer has entered into a legally binding agreement to do so.

13. Prominent credit that the Play is written by the Writer must be given in all programmes (along with an approved biography of the Writer where biographies of cast/director are printed), posters

and advertising matter in connection with the presentation. The Writer's credit shall be in at least the same size and degree of boldness in type and prominence as that according to the Director. The Manager will forward proofs of all design work for marketing materials to the Writer for comment. One copy of each such publicity material and programme together with one set of any relevant press reports should be delivered to the Licensor as soon as they become available. Additionally credit should be given in all programmes as follows

TBA

14. Any publicity image of the Manager's production of the Play may be used gratis on the Writer's website.

AS WITNESS THE HANDS OF THE PARTIES HERETO THE DATE FIRST ABOVE WRITEN

On behalf of WRITER

On behalf of LIVERPOOL ROYAL COURT