

DATED [insert here]

(1) GREENWICH DANCE

(2) [Insert here]

James A M Joseph
Business Affairs
85 Cicada Road
London
SW18 2PA UK

Licence Agreement

THIS AGREEMENT is made the [insert day here] day of (Insert Month and Year here)

BETWEEN:-

(1) **Greenwich Dance**, a registered company no: 02814918, of Charlton House, Charlton Road, London, SE7 8RE (“Greenwich Dance”);

and

(2) [INSERT COMPANY HERE] a registered company no: (insert company number here) having its registered office at insert full address here including post code) (the "Licensee")

This Agreement sets out the terms and conditions under which Greenwich Dance grants the Licensee non-exclusive rights to present the dance work [Insert Name of work] by [Insert Name of Choreographer] (the “Work”) in [live performance/online/film/all] under the Greenwich Dance ArtsUnboxed scheme for the period of this Agreement.

IT IS AGREED AS FOLLOWS:

1. The Licence

- 1.1 In consideration of the fee in Clause 2.1, Greenwich Dance grants the Licensee the non-exclusive, UK-wide right, to present the Work in [live performance//online/film/all] for the period of this agreement.
- (a) the Term of this agreement will begin on the date of this agreement and continue for (12) twelve months thereof
 - (b) This Agreement may be extended by mutual agreement under the terms of Clause 3 below or terminated early by either party in accordance with the terms set out in Clause 4.
 - (c) It is acknowledged by the Licensee that the performances under this agreement are Participatory in its delivery.

2. The Licence Fee

- 2.1 The Licensee shall pay Greenwich Dance a fee of [£] pounds sterling in consideration for the license granted under Clause 1.1, which shall cover an unlimited number of participatory performances of the Work.

3. Extension of Licence

- 3.1 The Licensee shall have the option to purchase an extension to their non-exclusive license to use the Work, for an additional fee of [£]
- (a) for a period of 12 months immediately following the period described in 1.1 above, subject to the terms and conditions set out in this agreement.
 - (b) This payment shall be additional to and not on account of any original purchase payable under the terms of this agreement.

3.2 This option must be exercised no later than 3 months before the period of rights set out in 1.1 above, or any subsequent rights period. This option will expire if not exercised and all rights herein to the Work shall revert back to Greenwich Dance.

4. Termination

Greenwich Dance may terminate your engagement if you are in breach of the terms of this agreement.

5: Warranty

5.1 Greenwich Dance warrants that :

It has the right to license the Work to the Licensee for the period set out in this Agreement.

Licensee warrants:

(a) It shall act within the scope of the rights granted under this agreement;

6. Credit

6.1 The Licensee shall include a credit for the production in its Marketing, Press and Promotions material both online and physical media of the licensed production:-

Creation by: [\[INSERT NAME\]](#) in association with ArtsUnboxed – Greenwich Dance

7. Disputes

Any dispute, claim or difference arising out of or in connection with this contract, including any questions regarding its existence, validity or termination, shall be determined by mediation by a mediator to be nominated by the Independent Theatre Council.

8. Severability.

If any provision in this agreement is held to be unenforceable by a court of law or equity, this agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this agreement unenforceable.

9. Notices

Any notice to be given under this Agreement shall be in writing and to be effective shall be delivered or sent by recorded delivery to the Licensee at its registered office and shall sent by email to the licensees working email address.

10. Confidential Information

The Licensee will not disclose any confidential information which may come to your knowledge in the course of obtaining this license, either during or at any time after the license period. Confidential information means any information about Greenwich Dance or any of its business contacts which is not in the public domain. The Licensee consents to Greenwich Dance holding and processing data relating to the Licensee for legal, administrative and management purposes, and to Greenwich Dance making such information available as required by regulatory authorities, governmental organisations and public funders.

11. Entire Agreement

This document contains the entire agreement between the parties and any prior representation, statement or assurance which is not set out herein will not be effective.

Each party agrees and confirms that there is no representation or statement upon which they have relied in entering into this Agreement and which is not set out herein.

This Agreement may only be modified by a written instrument signed by both parties.

12. Waiver of Breach

Failure to declare a breach or the actual waiver of any particular breach of the agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

13. Indemnification.

The parties to this agreement, jointly and severally hereby indemnify and hold harmless performers, protection staff and employees in their individual, personal and representative capacities against any and all claims, suits and actions, brought against either party by reason of this agreement and all other matters relating thereto, and against any and all expenses, damages, charges and costs, including court costs and attorney fees which may be incurred by the persons and entities named in this agreement as a result of said claims, suits and actions.

14. Assignment

This Agreement or its right herein may not be assigned gifted or transferred to a third party or organisation. Any such assignment gift or transfer will constitute a material breach of this agreement hereunder.

15. Applicable law

This Agreement shall be construed and enforced in accordance with the laws of England and Wales and the English High Court will be the exclusive court of competent jurisdiction.

16. Clause headings

The clause headings are for convenience only and are not to be taken into account in the interpretation of any part of this Agreement.

SIGNED by)
for and on behalf of)
GREENWICH DANCE
("Licensor"))
in the presence of:-)

SIGNED by)
for and on behalf of)
{INSERT COMPANY NAME}
("Licencee"))
in the presence of:-)