

**PERFORMANCE LICENCE**

Last Updated:	26th February 2024
Licence Fee:	For Maximum Gross Receipts up to £1000 the fee is £12. For Maximum Gross Receipts up to £2500 the fee is £25. For Maximum Gross Receipts up to £5000 the fee is £50. This licence cannot be used for Maximum Gross Receipts over £5000.

D'Avekki Studios ("the Licensor") is the owner of and beneficially entitled to the copyright worldwide in the Game. D'Avekki Studios is willing to grant a licence to the Licensee to use the Game in accordance with the terms and conditions of this Agreement. **Public performance of the Game without a licence is copyright infringement.**

NOW IT IS HEREBY AGREED as follows:

1. The Licensor hereby grants a non-exclusive licence to the Licensee to use and perform the Game subject to any restrictions set out below on the specified performance date(s), provided the Licensee has paid the License Fee indicated above **in advance** of any performance, or provided a Registered Charity Number.
2. The Licensee must provide the following details within 24 hours of payment of the Licence Fee;
  - a. the legal name of the licensee
  - b. the game title to be licensed
  - c. the performance venue(s)
  - d. the performance date(s)
  - e. The estimated maximum gross receipts in UK pounds or equivalent.
3. Performance Licences are offered at the sole discretion of the Licensor. If the Performance Licence is refused for any reason the Licensor will endeavour to notify the Licensee within 24 hours of, the latter of, receiving payment of the Licence Fee or the required details from clause 2. In all cases the Licensor's decision is final.
4. The licence entitles the Licensee to do only the following:  
Perform the Game for an audience at the Performance Venue on the Performance Dates.  
Perform the Game for participants at the Performance Venue on the Performance Dates.
5. Combined receipts for all performances including any payments for admission, meals, entertainments, or other items made by the audience or participants, to the Licensee or any other beneficiary will be less than Maximum Gross Receipts. If performances are given free the notional cost per person viewing or taking part is £10.
6. Any reproduction, adaptation or resale of the Game contents in any form is strictly prohibited.
7. For audition purposes only, up to 200 words from the Game may be reproduced and made available to auditionees, but should not be made available publicly.
8. Any broadcast of the performance, or resale or distribution of the recorded performance in any form of media including distribution electronically or via the internet is strictly prohibited.
9. At the Licensees own risk they may allow recordings of the performance to be made for personal use, but takes full responsibility for each recording as if it were their own for the purposes of clause 7 above.
10. The Licensee should give appropriate credit to the Licensor for the Game on all printed materials or advertisements regarding the performances, and not give the appearance of being the copyright owner themselves.
11. The Licensor warrants that it is the owner of the copyright in the Game. The moral rights of the author(s) of the Game are hereby asserted.
12. The Licensor shall take all reasonable steps to restrain infringements by third parties of the copyright in the Game.
13. The Licensee shall indemnify the Licensor against any claim, loss, damage, proceedings, costs or expenses arising directly or indirectly as a result of any breach or non-performance by the Licensee of any of its obligations set out in this Agreement.
14. This Agreement is personal to the Licensee and cannot be assigned or disposed of without the written consent of the Licensor.
15. This agreement is governed by and construed in accordance with the laws of England and subject to the exclusive jurisdiction of the Courts of England.