



SHAKESPEARE'S GLOBE
21 New Globe Walk
Bankside, London SE1 9DT
+44 (0)20 7902 1400 TEL
+44 (0)20 7902 1401 FAX
shakespearesglobe.com

**THE SHAKESPEARE
GLOBE TRUST**
A limited company registered
in England No.1152238 and a
registered charity No.266916

TRUSTEES
Lord Falconer of Thoroton, Chairman
Lord Richard KCB, Deputy Chairman
Martin Clarke, Honorary Treasurer
Philip Kirkpatrick, Honorary Secretary
Lord Blair of Boughton
Bruce Carnegie-Brown
Neil Constable, CEO
Andrew Fraser CMG
Iraj Isphani
Professor Laurie Maguire
Valerie Mitchell OBE
Roger Parry
Sir Michael Perry GBE
David Pickard
Dame Mary Richardson
Emma Stenning
Jenny Topper OBE

HONORARY PRESIDENT
Zoë Wanamaker CBE
PATRON
His Royal Highness
The Prince Philip
Duke of Edinburgh KG KT
FOUNDER
Sam Wanamaker CBE

Contract parties:

Name: Slovak National Theatre
Address: Pribinova 17, 819 01 Bratislava, Slovakia
Represented by: Mgr. art Marián Chudovský, General Manager
Doc. Roman Polák, Director of the Drama
Organization ID: 00 164 763
VAT number: SK 2020829954

(Hereinafter „Residential Manager”)
and

Name: The Shakespeare Globe Trust
Address: 21 New Globe Walk, Bankside, London SE 1 9 DT
Represented by: Mr. Thomas Bird, Executive Producer
Company registration No: 1152238
Registered charity No: 266916

(Hereinafter „Visiting Manager”)

THIS CONTRACT is made on **Thursday 6th May** between **Shakespeare's Globe Trust** (The Visiting Manager) and **Slovenské národné divadlo Pribinova 17, 819 01 Bratislava** (The Resident Manager) whereby The Visiting Manager agrees to produce **'Hamlet' in the Grand Hall of the Drama of the Slovak National Theatre at 7.30 pm**. The engagement will commence on **Tuesday 24th June** and terminate on **Wednesday 25th June**.

This contract is subject to the terms and conditions following.

TERMS

The Resident Manager will:

- i) pay the Visiting Manager a fee of **£ 7685,- (GBP) btto**. The fee consists of:
 - Performance fee £1235 (GBP) btto,
 - Licence fee £6450 (GBP) btto.
- ii) provide and pay for the full company travel from Budapest to Bratislava
- iii) provide and pay for single room accommodation.

Access to venue and performance area
Tuesday 24th June from 11.00am

Performances
Tuesday 24th June 7.30pm
The performance will last approximately 2 hours and 45 minutes, including a 20 minute interval

VISITING MANAGER'S RESPONSIBILITIES

The Visiting Manager shall:



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Provide the production at his own expense.

Provide an efficient company, including stage managers, capable of presenting the production to a high standard, the proficiency of which is to be deemed appropriate by the Visiting Manager. In the event of illness or injury or absence for any reason of members of the Visiting Company the Visiting Manager reserves the right to reorganise and restructure the production in order to proceed with the presentation.

Provide in a first class condition all suitable properties, costumes, and instruments, and be responsible for their safe and proper fit-up, and get-out.

Provide Resident Manager with Technical rider which is part of the Contract as Appendix 1, no later than 20th May 2014.

RESIDENT MANAGER'S RESPONSIBILITIES

The Resident Manager shall:

Provide, in suitable condition, the agreed performance area. The suitability and safety of the performance area is at the sole discretion of the Visiting Manager. In addition, the Resident Manager will provide reasonable access, where applicable, to the theatre's props and furniture stores and instruments, the use of any item herein is subject to the approval of the Resident Manager.

Pay the fee as detailed in 1.

After prior agreement with the Visiting Manager:

Provide and pay for transport from **Budapest to Slovakia**, as determined necessary by the Visiting Manager, for the total company.

Provide and pay for single room accommodation with breakfast for the company for **1 night** from **24th June to 25th June** for 17 people.

Provide and pay for transport between accommodation and venue according to travel itinerary send to the resident manager no later than 30th May 2014.

Provide and pay for administrative, security, box office, front of house and cleaning staff as required for the proper and efficient maintenance of the venue.

Where necessary to provide and pay for 2 fluent English speakers for the duration of the contract, 1 of whom must be competent in translating for technical staff of both companies.

Provide and pay for one member of wardrobe staff to assist with wardrobe maintenance, and provide the means to launder and dry costumes.

Provide and pay technical staff according to the Technical rider which is part of the Contract as Appendix 1.

Provide access to all areas of the theatre that are required by the Visiting Manager to successfully carry out decoration set up (including light and sound), rehearsal and performance according to Technical rider (Appendix 1).



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Obtain in respect of the performance all necessary licences or permissions.

Provide a landline telephone and a free wifi connection on the performance premises for the use of the Visiting Manager.

Provide information about local amenities and services on request.

The Resident Manager undertakes to alert the Visiting Manager of any climatic or environmental conditions that could affect the performance.

The Resident Manager shall **not** recharge the Visiting Manager any expenses (including but not limited to: crew/staff costs, props, extra marketing, entertainment, tickets) unless it has been previously agreed in writing by the Visiting Manager.

MUTUAL RESPONSIBILITIES

The Resident Manager and the Visiting Manager shall:

Respectively effect and maintain adequate insurance policies to cover all requisite Statutory and other Legal Liability as follows:

The Resident Manager shall be responsible for such cover against all risks in respect of his property, and that for which he is responsible, his employees, and members of the public provided that the Resident Manager shall not be responsible for loss or theft of or damage to the property belonging to the Visiting Manager.

In any case not attributable to negligence on the part of the Resident Manager the Visiting Manager shall be responsible for such cover in respect of his employees and members of the public and against all risks in respect of his property arising out of his use and occupancy of the site.

Not to do or suffer to be done in or about the premises anything whereby any policy of insurance effected by the other may be invalidated or which may cause any increased premium to become payable for such insurance, but shall at all times use all proper precautions to prevent loss, or damage or harm by fire or accident.

Each ensure that they and all their employees and agents observe, carry out and abide by all conditions and regulations imposed by Statute or any competent Authority with reference to or in connections with the venue or any performance therein.

Work together to ensure that appropriate sponsors pertaining to both parties are suitably acknowledged. All sponsors and supporters the Resident Manager wishes to credit are subject to the prior approval of the Visiting Manager.

MARKETING AND PUBLICITY

a) The Visiting Manager agrees to co-operate with the Resident Manager on the promotion of the production.

b) The Resident Manager undertakes not to announce or make known any details about their involvement in the Visiting Manager's tour before confirming with Shakespeare's Globe Marketing Manager (tours) Helena Miscioscia Helena.M@shakespearesglobe.com

c) Print



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- i) The Visiting Manager shall provide the Resident Manager with digital artwork for posters and leaflets by an agreed time and also provide photographs, biographies, press releases and publicity material.
- ii) The Resident Manager will work with the Visiting Manager to ensure the use of appropriate imagery, logos and fonts where possible.
- iii) The Resident Manager shall send a final proof of the artwork to the Visiting Manager before going to print with any publicity.
- d) **Press Calls**
The Resident Manager understands and agrees that due to the touring schedule, participation of contracted artistes in such press, radio or TV interviews, photo calls or publicity appearances may be limited. The Visiting Manager agrees to use his best efforts to secure the participation of his artistes in above said activities.
- f) **Photography and Filming**
i) The Resident Manager is authorized to produce video, audio or audio-visual recordings with duration not exceeding 3 minutes that may be used only for purposes of news reporting or promotion of the performance. The Resident Manager is authorized to record the performance for archive purposes only, the recording may not be provide to third party organizations or individuals. Recording longer than 3 minutes, except recording for archive purposes, must be subject of separate agreement
- ii) The Visiting Manager reserves the right to photograph or film the performance, and will make the resulting images available to the Resident Manager in good faith.
- g) **Programmes**
The Visiting Manager agrees to supply a digital programme. If the Resident Manager chooses to sell said programme the Visiting Manager requires 50% of the proceeds.
- h) **Merchandise**
If the Resident Manager wishes to sell the Visiting Manager's merchandise this must be purchased on a non-returnable basis from the Visiting Manger in advance. The availability of said merchandise is at the sole discretion of the Visiting Manager.
- i) **Tickets**
The Resident Manager will supply The Visiting Manager with eight complimentary tickets per performance. These complimentary tickets are only to be released to the Visiting Manager's Stage Managers.
- j) The Visiting Manager will not be responsible for any press and marketing costs.
6. **TRANSLATION**
- a) The Visiting Company will perform in the English language only.
- b) Translation of the performance into the local language, whether by full subtitles or by written or spoken scene synopses, is the responsibility of the Resident Manager if desired by the Resident Manager. The Visiting Manager will work with the Resident Manager to facilitate the translation of the production, either in digital form, by the use of individual handout or via the engagement of a local actor; however any costs incurred by the translation will be the responsibility of the Resident Manager. The Resident Manager accepts responsibility for any translation and subsequent communication of the script, and indemnifies the Visiting Manager against any legal consequences arising out of said translation.



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- c) Where translation in any form is required, the Visiting Manager will provide the Resident Manager with the performance version of the script and scene synopsis in English no later than 28 days before the first performance. The Resident Manager undertakes to only use this version for all subsequent translation requirements.
- d) All costs incurred in the hiring, operation, and maintenance of any form of translation equipment, including but not limited to all operational personnel, will be the responsibility of the Resident Manager.
- e) The Visiting Manager will not be obliged to provide rehearsal time specifically for the operation of the chosen of the translation methods, but undertakes to work with the Resident Manager on arrival at the venue to provide assistance within the timeframe available prior to the first performance.

7. SERVING OF NOTICES

It is mutually agreed as follows:

Any notice which the Resident Manager may desire or be required to give to the Visiting Manager hereunder shall be deemed to be duly given if sent by registered post to the Visiting Manager and any notice which the Visiting Manager may desire or be required to give to the Resident Manager hereunder shall be deemed to have reached the party for whom it was intended at the time when in the ordinary course of post it should have been delivered, and in proving service by post it shall be sufficient to prove that the notice was addressed in the prescribed manner and was registered.

This Contract being personal to the parties hereto shall not, nor shall the benefits thereof, be assigned to underlet by either party, nor shall any person or Company be substituted to carry out the obligations hereby undertaken by either party without the consent in writing of the other.

Nothing herein contained shall be deemed to constitute a partnership between the parties.

8. GENERAL PROVISIONS

a) Payment

The Resident Manager will pay The Visiting Manager guaranteed fee within 14 working days after the performance. The guaranteed fee will be paid upon invoice issued by The Visiting Manager.

Account name:

Bank name:

Sort code:

Bank Address:

BIC:

IBAN:

Fees charged by the Resident Manager's bank will be the responsibility of the Resident Manager. Fees charged by the receiving bank will be the responsibility of the Visiting Manager.

The Resident Manager agrees to indemnify the Visiting Manager against all taxes and performance rights fees.



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b) Cancellation

The Visiting Manager reserves the right to cancel a performance in the very unlikely event that every cast member who up to that point in the tour has performed the role of Hamlet is indisposed due to illness or injury. Any payments due under the contract shall be apportioned by mutual agreement.

If the intended performance area is deemed unsuitable by the Visiting Manager's Stage Manager and a new performance area is located and used, the Resident Manager will remain liable for the fee as detailed in 1.

If there shall be some supervening event or closure of the venue which shall render this Contract incapable of being performed in the manner reasonably contemplated by the parties, the Resident Manager agrees to use best endeavours to find a suitable place of performance on one or all of the planned performance dates. If no suitable venue is provided the Visiting Manager reserves the right to undertake a performance of the production elsewhere in the Resident Manager's country. Suitability of alternative venues is at the sole discretion of the Visiting Manager. Any payments due under the contract shall be apportioned by mutual agreement.

9. CONCLUSION

- a.) Legal relations established by this contract are subject to the legal system of the Slovak Republic. The contracting parties agree with out-of-court solution of any and all disputes arisen in connection with this contract. If the out-of-court solution of the dispute is impossible, the parties submit the dispute to a court of law in the Slovak Republic.
- b.) All changes or amendments of this Agreement will be agreed upon and accepted by both contracting parties and any change will be done in written and signed form.
- c.) In the event of disagreements emerged from interpretation of the Agreement the text in English takes priority.
- d.) The Agreement is made in four original copies, in English and two in Slovak, identical in content, two copies in English belong to the Theatre and two copies in English and two in Slovak belong to SND. Annex 1. is integral part of the Agreement.

In Bratislava:.....

In London:

.....
Doc. Roman Polák
Director of the Drama

.....
Thomas Bird
Executive Producer

.....
Mgr. art. Marián Chudovský
General Manager