

ROYAL OPERA HOUSE  
COVENT GARDEN  
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[www.roh.org.uk](http://www.roh.org.uk)



**THIS AGREEMENT** is made as of

BETWEEN

**Royal Opera House Covent Garden Foundation** a charitable company limited by guarantee incorporated under the laws of England and Wales (Registration number: 00480523; charity number: 211775; VAT number: GB 769 3775 65) whose registered office and principal place of business is at the Royal Opera House, Covent Garden, London, WC2E 9DD, UK (the "**ROH**"); and

**Slovak National Theatre** an institution incorporated under the laws of Slovakia with registration number IČO 00 164 763, DIČ/IČ DPH 2020829954 / SK 2020829954 and whose registered office is at **Pribinova 17, 819 01 Bratislava, Slovakia** (the "**Hiring Company**").

## INTRODUCTION

- A. The Hiring Company wishes to hire the Orchestral Materials (as defined below) from the ROH for the purpose of the Hiring Company's production of the ballet, Manon on the terms and conditions of this Agreement.

**NOW IT IS HEREBY AGREED** as follows

## 1. DEFINITIONS

<b>Agreement</b>	means this Agreement and all schedules to it.
<b>Fee</b>	means a sum in the aggregate amount of two thousand eight hundred pounds (£2,800), being four hundred pounds (£400) per performance in accordance with the Performance Schedule.
<b>Orchestral Materials</b>	means, in respect of the Work, materials as detailed in Appendix 1.
<b>Performance Schedule</b>	means as follows: i) October 5, 2024 ii) October 6, 2024 iii) October 9, 2024 iv) October 10, 2024 v) June 20, 2025 vi) June 21, 2025 vii) June 22, 2025
<b>Production</b>	means the Hiring Company's production of the Work to be performed at Slovak National Theatre, Main Stage in accordance with the Performance Schedule.

<b>Underlying Rights Holder</b>	Martin Yates
<b>Work</b>	means the musical composition <i>Manon</i> by Jules Massenet, arranged Martin Yates.

## **2. HIRE OF ORCHESTRAL MATERIALS**

- 2.1 In consideration of the Fee, the ROH agrees to hire the Orchestral Materials to the Hiring Company for the purposes of staging performances of the Production in accordance with the Performance Schedule.
- 2.2 The parties acknowledge that the Hiring Company is already in possession of the Orchestral Materials.
- 2.3 Subject to clauses 2.4 and 2.5 below, the parties acknowledge that the hire of the Orchestral Materials on the terms of this Agreement constitutes a permanent loan and the Hiring Company is not required to return the Orchestral Materials to the ROH until the Hiring Company confirm that there will be no further restaging of the production.
- 2.4 The parties acknowledge that the Hiring Company has the right to perform the Production until 22 March 2027. If the Hiring Company intends to stage any further performances before this date not specified in the Performance Schedule:
- 2.4.1 the Hiring Company must give the ROH not less than three months' prior written notice of any such performance; and
- 2.4.2 the Hiring Company must pay to the ROH an additional fee per performance as notified to it by the ROH.
- 2.5 The Hiring Company agrees that the hire of the Orchestral Materials is for its exclusive use in accordance with the terms of this Agreement and the Hiring Company must not hire or lend the Orchestral Materials to any third party at any time.

## **3. PAYMENT OF FEES AND COSTS**

- 3.1 The Hiring Company agrees to pay the Fee to the ROH within thirty (30) days of receipt of an invoice from the ROH by direct bank transfer to the following account:

Bank name:  
Bank address:  
Sort Code No:  
Account Name:  
Account No:  
IBAN:  
BIC:

- 3.2 The Hiring Company agrees to pay promptly to the ROH any reasonable costs incurred by the ROH in connection with the hire of the Orchestral Materials.
- 3.3 The Hiring Company agrees that all payments due under this Agreement shall be made without any deductions, including but not limited to, any bank charges and withholding tax.
- 3.4 Where withholding tax is deducted from any payment the Hiring Company agrees to use its best endeavours to obtain and complete all relevant documentation necessary to release such funds and forward any necessary tax exemption certificates to the ROH as soon as possible.

#### **4. OWNERSHIP OF ORCHESTRAL MATERIALS**

- 4.1 The Hiring Company agrees that no ownership, copyright or other interest whatsoever in the Orchestral Materials shall vest in the Hiring Company and that the ROH shall retain ownership of the Orchestral Materials at all times.
- 4.2 The Hiring Company agrees not to assign its rights or obligations under this agreement to a third party or to part with the possession of the Orchestral Materials.

#### **5. UNDERLYING RIGHTS**

- 5.1 The Hiring Company warrants and undertakes to the ROH that it shall enter into an agreement with the Underlying Rights Holder for all rights in the Work that are necessary for the Hiring Company to perform the Work for the purpose of the Production and any other use of the Work authorised by the ROH under the terms of this Agreement.
- 5.2 The Hiring Company warrants and undertakes to the ROH that it shall not use the Orchestral Materials without the prior written agreement of the Underlying Rights Holder.

#### **6. CONFIDENTIALITY**

- 6.1 The Hiring Company agrees not to supply any confidential information relating to the terms of this Agreement or the ROH's affairs to any third party without the ROH's prior written consent, save that this will not prevent proper disclosures of information to the Hiring Company's professional advisers or as required by law and good accounting practice.

#### **7. INDEMNITIES**

- 7.1 The Hiring Company shall indemnify the ROH and keep the ROH fully and effectively indemnified against all actions costs, losses, claims and other expenses of whatsoever kind or nature arising from any breach or non-performance of any of the warranties, representations, undertakings or obligations on the part of the Hiring Company contained in this Agreement.

## **8. NOTICES**

- 8.1 Any notice given to a party under or in connection with this Agreement must be given in writing and delivered by hand, sent by pre-paid first class post or other next working day delivery service to the address of the party as notified to the other party from time to time or sent by email to the address as notified to the other party from time to time.
- 8.2 Any notice shall be deemed to have been received:
- 8.2.1 if delivered personally, when left at the address and for the contact identified by the party;
  - 8.2.2 if sent by pre-paid post or other next working day delivery service, at 9.00 am on the second business day after posting or at the time recorded by the delivery service; or
  - 8.2.3 if sent by email, at the time of a delivery receipt confirming the success of the transmission.

## **9. MISCELLANEOUS**

- 9.1 The headings in this Agreement are for convenience only and are not deemed to be part of this Agreement or to be relied upon in the construction or interpretation of this Agreement.
- 9.2 Nothing in this Agreement constitutes or is deemed to constitute a partnership or joint venture between the parties.
- 9.3 This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained this Agreement.
- 9.4 This Agreement may not be changed, altered, modified or terminated other than by written instrument signed by the parties.
- 9.5 A person who is not party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to rely on or enforce any term of this Agreement.

## **10. SEVERABILITY**

- 10.1 In the event that any of these terms, conditions or provisions is determined invalid, unlawful or unenforceable to any extent such term, condition, or provision will be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

## **11. COMPLIANCE WITH THE LAW**

- 11.1 Should either party, acting on advice of competent legal counsel with knowledge of the laws of the relevant jurisdiction, reasonably determine that this Agreement or any provision of this Agreement violates any applicable country, province, state or local law or regulation, then the parties shall negotiate in good faith in an effort to modify this Agreement to the extent necessary to bring about compliance with such law and/or regulations. If it is determined that this Agreement cannot be modified without causing it to fail in its essential purpose, then this Agreement shall be deemed terminated.

## **12. WAIVER**

- 12.1 No time or indulgence or waiver of any terms or conditions of this Agreement by the ROH affects any other rights of the ROH under this Agreement.

## **13. FORCE MAJEURE**

- 13.1 Other than in respect of payment obligations, neither party will be held to be in breach or default of any obligation, agreement, covenant (whether express or implied by reason of any act of God, strike, lock-out, act of governmental, federal or other authority or any other cause, matter or thing beyond its control whether or not similar to the a foregoing), save that if any of the above events occurs to the extent that this Agreement cannot be enforced or performed according to its terms for a period in excess of six (6) months then both parties have the right to terminate this Agreement by notice in writing at the end of such six (6) month period.

## **14. COUNTERPARTS AND E-MAIL COPIES**

- 14.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered constitutes an original of this Agreement, but all the counterparts together constitute the same Agreement. No counterpart is effective until each party has executed at least one counterpart.
- 14.2 A counterpart signature page of this Agreement executed by a party may be Portable Document Format (PDF), and will be treated as an original, fully binding, and with full legal force and effect. The parties waive any rights they may have to object to this treatment.

## **15. GOVERNING LAW AND JURISDICTION**

- 15.1 The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with English law and the parties submit to the non-exclusive jurisdiction of the English courts to settle any claim or matter arising in relation to this Agreement or its subject matter or formation (including non-contractual disputes or claims). This Agreement shall enter into force on the day of its signing by both parties and shall take effect on the day following the day of its publication pursuant to a special regulation (Section 47a of Act 40/1964 Coll., The Civil Code and pursuant to Act 211/2000 Coll. On Free Access to Information and amending certain laws). The ROH agrees with the publication of the Agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed the day and year stated at the commencement of this Agreement.

**Royal Opera House Covent Garden Foundation**

by: Heather Baxter  
Administrative Director, The Royal Ballet

**Slovak National Theatre**

by: Nina Poláková  
Director SND Ballet, Slovak National Theatre

by: PhDr. Zuzana Tapáková,  
SND General Manager

## **Appendix 1 – Orchestral Materials**

2 x Conductor's full score  
5 x Rehearsal Piano score

1 x Flute 1  
1 x Flute 2, doubling Piccolo  
1 x Flute 3, doubling Piccolo  
1 x Oboe 1  
1 x Oboe 2, doubling Cor Anglais  
1 x Clarinet 1  
1 x Clarinet 2  
1 x Bassoon 1  
1 x Bassoon 2

1 x Horn 1  
1 x Horn 2  
1 x Horn 3  
1 x Horn 4  
1 x Trumpet 1  
1 x Trumpet 2  
1 x Trumpet 3  
1 x Trombone 1  
1 x Trombone 2  
1 x Trombone 3  
1 x Tuba

1 x Timpani  
4 x Percussion  
1 x Harp 1  
1 x Harp 2

6 x Violin 1  
5 x Violin 2  
4 x Viola  
3 x Violoncello  
3 x Double Bass

1 x ROH String reference bowings (supplied as PDF files)