



LICENCE TO PERFORM APPLICATION

The following form is to be completed before rehearsals begin for a production of one of our scripts. The presence of a script on the website www.smithscripts.co.uk does not necessarily signify that it is available for performance.

Each script is fully protected under the Copyright Laws of the British Commonwealth of Nations, the United States of America and all countries of the Berne and Universal Copyright Conventions.

All Rights including Stage, Motion Picture, Radio, Television, Public Reading and Translation into Foreign Languages are strictly reserved.

No part of any publication may lawfully be reproduced in ANY form or by any means – photocopying, typescript, recording (including video-recording), manuscript, electronic, mechanical, or otherwise – or be transmitted or stored in a retrieval system, without prior permission.

It is an infringement of Copyright to give any performance or public reading of the play before a licence has been issued.

All those wishing to perform any of the works represented by SMITH SCRIPTS should read the following – by signing this form and applying for a licence you are bound by the terms of this agreement.

1. All rights to the works represented by SMITH SCRIPTS are strictly reserved. This includes all professional and amateur rights.

It also includes all rights regarding motion picture, public readings, broadcast on radio, television or the internet. It also includes any translation of the works into a non-English language.

Permission is only given for these rights on application to SMITH SCRIPTS.

2. Performance or otherwise of these works is only deemed legal on the payment of the correct fee and the issuing of a licence.

Payment of a licence fee is required whether the performance is carried out by a professional or amateur organisation and whether it is a charity or 'entry free' performance. LIVE STREAMING VIA ZOOM OR SIMILAR PLATFORMS ARE ALSO SUBJECT TO LICENSING. THIS ALSO APPLIES TO RECORDINGS FOR YOU TUBE POSTINGS.

3. Any alterations to scripts - excepting updates in pantomimes for topicality and location reasons - should be referred to SMITH SCRIPTS for approval prior to performance.

4. No hard copies of the script are available.

5. Once a script is purchased, it may be copied up to 10 times without the need for a performance licence - this does not negate the requirement for a performance licence if a production is intended.

Once a performance licence is purchased, the script may only be copied enough times necessary for a production.

6. No script should be sold or passed to a third party.

7. The name of the AUTHOR **MUST** appear on all publicity materials – this includes Social Media, **ZOOM & YOU TUBE** posts. In printed advertising and publicity materials the name of the AUTHOR should be shown not less than 25% of the size of the title of the production.

The author's name should appear directly below the title where no other written matter appears.

8. All printed publicity materials **MUST** carry the following;

**'THIS PRODUCTION IS PRESENTED BY ARRANGEMENT WITH SMITH SCRIPTS -
www.smithscripts.co.uk'**

This should be easily readable and not be less than 10% of the size of the production name.

9. SOCIAL MEDIA postings – **INCLUDING LIVE ZOOM FEEDS & YOU TUBE POSTINGS - MUST** mention the following;

A SMITH SCRIPT – www.smithscripts.co.uk

9. Where music is included in a script (unless it is original and given as part of the script), it should be noted that this is for suggestion only and is not covered by the licence. The company should arrange for this to be done themselves.

10. Video permission is given for private duplication to members of the performing group on payment of the appropriate fee.
Uploading of a video of a staged performance to the internet (YOUTUBE etc) may only be done by arrangement with SMITH SCRIPTS. No commercial use of the production video may be undertaken without permission from SMITH SCRIPTS.

FULL PERMISSION TO PERFORM THE SCRIPT IS GRANTED ONCE THE FOLLOWING HAVE BEEN CARRIED OUT.

1. Royalty Fees must be paid (on receipt of an invoice) to SMITH SCRIPTS before permission is granted to use and perform the author's work. A refund is only given if notice is received and acknowledged by SMITH SCRIPTS at least 28 days prior to the planned first performance.
2. Any video licence must be paid to SMITH SCRIPTS before any filming can be undertaken.
3. The details of production dates, times and venue must be submitted to SMITH SCRIPTS along with the royalty fee
4. The Agreement must be signed and returned to SMITH SCRIPTS. Once received confirmation of the licence will be sent to you.

SMITH SCRIPTS – JUNE 2020