

**THIS AGREEMENT IS DATED** 23 May 2025

**BETWEEN:**

- (1) **ENGLISH NATIONAL OPERA**, a company limited by guarantee incorporated in England and Wales under company number 00426792, and registered as a charity in England and Wales under charity number 257210, whose registered office the London Coliseum, St Martin's Lane, London, WC2N 4ES, England ("ENO"); and
- (2) **FUNDACIÓ DEL GRAN TEATRE DEL LICEU**, Company Tax Identity number G-60754223, official residence at La Rambla, 51-59 08002 Barcelona, with VAT Number ES- G60754223 ("Hiring Company").

**WHEREAS:**

- (1) ENO is the co-owner with LA Opera of the Production and the owner of the Physical Elements.
- (2) The Hiring Company wishes to rent the Physical Elements from ENO to stage the Production in the Theatre for six performances during the Performance Period and to record the Production for broadcast on its audio visual platform Liceu+ LIVE and/or Catalan TV.

**IT IS HEREBY AGREED:**

**1. DEFINITIONS**

In this agreement the following expressions have the following meanings unless agreed otherwise:

<b>"Creative Team"</b>	the creative team for the Production as set out at Schedule 2;
<b>"Deposit"</b>	the sum of £11,000 (currently estimated to be equivalent to €13,018 at a forward GBP/Euro rate of 0.8450);
<b>"Filming Fee"</b>	the fee of £10,000 (currently estimated to be equivalent to €11,689 at a forward GBP/Euro rate of 0.8555);
<b>"Force Majeure Event"</b>	any circumstance not within a party's reasonable control including, without limitation: (a) acts of God, flood, drought, earthquake or other natural disaster; (b) epidemic or pandemic; (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions,

embargo, or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination or sonic boom; (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; (f) collapse of buildings, fire, explosion or accident; (g) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party); and (h) interruption or failure of utility service;

<b>“Performance Period”</b>	currently planned to be the period from 19th October 2025 to 3 <sup>rd</sup> November 2025;
<b>“Physical Elements”</b>	the scenery, props and costumes specific to the Production together with copies of the stage plans, lighting plot and focus notes, light cue list, lighting inventory, technical notes, stage management instructions, stage management prompt score and running lists, and complete costume bible, as documented in the show bible in Part 1 of Schedule 1, a copy of which will be provided to the Hiring Company after signature of this agreement, but excluding the items specified in Part 2 of Schedule 1.
<b>“Production”</b>	the production of <i>Akhnaten</i> by Philip Glass co-produced by ENO and LA Opera, with direction, design (sets, props, costumes and lighting) and movement by the Creative Team;
<b>“Rental Fee”</b>	the fee of £110,000 (currently estimated to be equivalent to €129,138);
<b>“Rental Period”</b>	The period from the time and date of shipment of the Physical Elements in June 2025 until the time and date in when the Physical Elements are delivered back to ENO December 2025 (the exact dates to be finalised);
<b>“Storage Location”</b>	The location where the Physical Elements are stored by ENO which is at Wheelbarrow Park, Pettendon Lane, Marden TN12 9QJ
<b>“Theatre”</b>	The Gran Teatre del Liceu

## 2. THE PRODUCTION AND PHYSICAL ELEMENTS

- 2.1. ENO shall hire the Physical Elements to the Hiring Company for use solely in connection with presentation of the Production at the Theatre subject to the terms and conditions of this agreement.
- 2.2. ENO shall not, other than in the exercise of its rights under this agreement or applicable law, interfere with the Hiring Company's quiet possession of the Physical Elements.
- 2.3. The Physical Elements shall at all times remain the property of ENO, and the Hiring Company shall have no right, title or interest in or to the Physical Elements (save the right to possession and use of the Physical Elements subject to the terms and conditions of this agreement). The Hiring Company shall not sell or offer for sale, underlet or lend the Physical Elements or any part of them nor allow the creation of any mortgage, charge, lien or other security interest in respect of them;

### **3. PERFORMANCES**

- 3.1. The Hiring Company shall be entitled to perform the Production at the Theatre during the Performance Period.
- 3.2. The Hiring Company agrees not to present the Production in any other venue or location other than the Theatre.
- 3.3. The Hiring Company undertakes to ENO that the Production shall be presented in its original form, as presented by ENO, except as varied by agreement in writing with ENO and the Creative Team.

### **4. RENTAL FEE**

- 4.1. The Hiring Company shall pay to ENO the Rental Fee as follows:
  - 4.1.1. 12.5% of the Rental Fee being £13,750 (currently estimated to be equivalent to €16,272 at a forward GBP/Euro rate of 0.8450) on the date of this agreement;
  - 4.1.2. 47.5% of the Rental Fee being £52,250 (currently estimated to be equivalent to €61,434 at a forward GBP/Euro rate of 0.8505) prior to release of the costumes and props to be used in the Production for delivery to the Hiring Company or by no later than 1<sup>st</sup> July 2025, whichever is the earlier; and
  - 4.1.3. 40% of the Rental Fee (being £44,000 (currently estimated to be equivalent to €51,432 at a forward GBP/Euro rate of 0.8555) prior to the first performance of the Production staged by the Hiring Company or by no later than 19<sup>th</sup> October 2025, whichever is the earlier.

For the avoidance of doubt the invoices that will be issued by ENO for the Rental Fee and any other fees and charges set out in this agreement shall be in GBP and the Hiring Company shall ensure that this amount is received by ENO after any exchange rate and transmission costs.

- 4.2. The Rental Fee is exclusive of VAT and any other applicable taxes and duties or similar charges which, if applicable, shall be payable by the Hiring Company at the rate and in the manner from time to time prescribed by law.
- 4.3. In addition to the Rental Fee the Hiring Company, ENO has the right to charge to the Hiring Company £250 per day for each day of delay if the Physical Elements are not returned to the Storage Location before the end of the Rental Period.
- 4.4. All payments by the Hiring Company to ENO are to be made by bank transfer for value receivable in London with all bank foreign exchange and transmissions costs being borne by the Hiring Company to the following account:

Bank:	[REDACTED]
Address:	[REDACTED]
Account name:	[REDACTED]
Sort code:	[REDACTED]
Account number:	[REDACTED]
IBAN no:	[REDACTED]

- 4.5. All amounts due under this agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 4.6. If the Hiring Company fails to make a payment due to ENO under this agreement by the due date, then, without limiting ENO's remedies under clause 13, the Hiring Company shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at the greater of 4% a year above the Bank of England's base rate from time to time or 4% a year.
- 4.7. Any additional costs incurred and services provided or arranged by ENO, at the request of the Hiring Company, shall be charged at such rates as are agreed by the parties and shall be payable by the Hiring Company to ENO on presentation of an appropriate invoice by ENO.
- 4.8. Both parties agree that the Rental Fee shall be deemed confidential information and shall be subject to clause 14.

## 5. DEPOSIT

- 5.1. The Hiring Company shall pay ENO the Deposit prior to release of the costumes and props and in any event no later than 1<sup>st</sup> July 2025.
- 5.2. ENO agrees to refund the Deposit to the Hiring Company within thirty (30) days following return of the Physical Elements to ENO in accordance with Clause 10.1 less any reasonable costs incurred for breach of any of the Hiring Company's obligations under this Agreement and/or to cover the costs of repair or replacement of the Physical Elements.

## **6. MEDIA AND BROADCAST**

- 6.1. In consideration of the payment of the Filming Fee, and subject to separate agreement with the Creative Team as set out in Clause 8.3 and the publisher ENO agrees that the Hiring Company shall have the right to film and record Performances of the Production (**Footage**), edit the Footage into a programme (**Programme**) and broadcast the Programme on its audio visual platform Liceu+ LIVE and/or on Catalan TV for a period of 2 years from 3 November 2025.
- 6.2. The Hiring Company agrees to credit ENO in the opening and closing credits of the Programme as follows: "*This production was originally created by English National Opera and LA Opera and is a collaboration with Improbable.*"
- 6.3. The Hiring Company shall pay ENO the Filming Fee before the first broadcast of the Programme. If the Programme is not broadcast no Filming Fee is payable and the Hiring Company shall have no rights to exploit the Footage save as set out in clause 6.4.
- 6.4. Subject to separate agreement with the Creative Team as set out in Clause 8.3 and the publisher the Hiring Company may also use the Footage for archival, marketing and press purposes. No more than 6 minutes of audio-visual material may be used for news, promotion and sales, but no excerpt so used shall exceed 3 minutes in length.
- 6.5. All other uses save as set out in clauses 6.1 and 6.4 are prohibited unless otherwise agreed in a separate written agreement with ENO and all rights are cleared.

## **7. PRODUCTION RIGHTS**

- 7.1. Except as provided in this agreement, all rights in the Production of whatever nature throughout the world shall as between ENO and the Hiring Company vest and remain in ENO acting on behalf of it, LA Opera and the Creative Team.
- 7.2. The Hiring Company is not permitted to license the Production or hire or rent the Physical Elements to any other party.
- 7.3. Other than as set out in clause 8, all intellectual property rights and all distribution and exploitation rights in the Production incorporating the Physical Elements shall vest in and be owned by ENO, LA Opera and the Hiring Company shall not license, sell, hire, rent, lend, or otherwise commercially exploit any features of the Production.

## **8. CREATIVE TEAM RIGHTS**

- 8.1. The Hiring Company acknowledges that ENO has contracts with some or all of the Creative Team which may grant to the Creative Team rights in the subsequent and continuing performance of the Production, whether produced by ENO, the Hiring Company or a third party, and the Hiring Company shall accept notification of such rights by ENO as part of this agreement provided explicitly

stated herein, and undertakes to discharge any liabilities arising under those rights.

- 8.2. The Hiring Company shall be liable to the Creative Team for separate fees or royalties arising by virtue of each performance of the Production and shall indemnify ENO against any costs, expenses (including reasonable legal fees) in relation to any claim made by any member(s) of the Creative Team in relation to payment of such fees or royalties arising from or connected with the Hiring Company's presentation of the Production, whether in rehearsal or public performance.
- 8.3. The Hiring Company shall negotiate directly with each member of the Creative Team regarding attendance at rehearsals and media exploitation, if applicable, and shall contract with any member by individual agreement for the payment of the relevant fee to include travel and accommodation expenses and shall indemnify ENO against any claim from any such member of the Creative Team in that respect. ENO shall not be responsible for payment of such fees or costs whether or not ENO has assisted in any way in facilitating their services.
- 8.4. The Hiring Company is responsible for notifying ENO when all negotiations have been successfully completed with the Creative Team, whether for fees, royalties or attendance at rehearsals. This agreement is subject to such settlement with the Creative Team and, unless otherwise agreed, final shipment of the Physical Elements will not take place until such notification is received. However inadvertent failure to provide such notification shall not constitute a breach.

## **9. HIRING COMPANY'S OBLIGATIONS**

### **9.1. Insurance**

- 9.1.1. The Hiring Company shall insure the Physical Elements, and name ENO as a beneficiary under the policy, under a fully comprehensive policy which shall cover the liabilities and responsibilities of any sub-contractors engaged by the Hiring Company for the Rental Period, including periods of transit and until such time as the Physical Elements are returned to ENO, in the sum of not less than £525,000.
- 9.1.2. In addition, the Hiring Company shall, at its own expense, obtain and maintain insurance for such amounts as a prudent owner of the Physical Elements would insure for to cover any third party or public liability risks of whatever nature and however arising in connection with the Physical Elements, and insurance against such other or further risks relating to the Physical Elements as may be required by law.
- 9.1.3. The Hiring Company shall be responsible for paying any deductibles due on any claims under such insurance policies.
- 9.1.4. The Hiring Company shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to ENO and proof of premium payment to ENO to confirm the insurance arrangements.

## **9.2. Maintenance of Physical Elements**

- 9.2.1. ENO shall procure that the Physical Elements are supplied to the Hiring Company in good condition suitable for use in the Hiring Company's presentation of the Production in the Performance Period. The Hiring Company acknowledges that any repairs and refurbishment to the Physical Elements required during the Rental Period shall be at the sole expense of the Hiring Company. The Hiring Company shall not undertake any major repairs to the Physical Elements without the prior written approval of ENO.
- 9.2.2. The Hiring Company shall be responsible for maintaining the good condition of the Physical Elements whilst in its possession and while in transit. Any damage (other than fair wear and tear) to the Physical Elements shall be repaired by the Hiring Company prior to their return to ENO. In the event that the Hiring Company fails to carry out such repairs ENO may arrange for the repairs to be undertaken and, subject to notifying the Hiring Company of the repairs and their estimated cost in advance, the Hiring Company shall be liable for the repair costs. ENO shall deduct the costs of repair from the Deposit and/or the Hiring Company shall reimburse ENO for the costs incurred within 30 days of presentation of an invoice by ENO.
- 9.2.3. The Hiring Company shall give immediate written notice to ENO in the event of any loss, accident or damage to the Physical Elements arising out of or in connection with Hiring Company's possession or use of the Physical Elements.
- 9.2.4. The Hiring Company shall permit ENO or its duly authorised representative to inspect the Physical Elements at all reasonable times and for such purpose to enter on the Theatre or any premises at which the Physical Elements may be located.

## **9.3. Alteration to the Physical Elements**

The Physical Elements shall not be altered by the Hiring Company without ENO's prior written permission, and further:

- 9.3.1. if the Hiring Company wishes to make major alterations a proposal detailing the proposed alterations shall be sent to ENO for approval;
- 9.3.2. in respect of any such alterations approved by ENO, the Hiring Company must provide "as built" drawings and specifications to ENO on completion of the agreed alterations and the Hiring Company must restore any elements of the Physical Elements prior to their return unless agreed otherwise in writing. In the event that the Physical Elements are returned to ENO unrestored ENO shall be entitled to make or procure the making of the necessary alterations and shall charge the Hiring

Company for the costs so incurred on the same basis as provided for in clause 9.2.2;

- 9.3.3. usual fitting alterations and restorations may be made subject to agreement with ENO;
- 9.3.4. ENO's identification marks and labels on any part of the Physical Elements must not be removed or altered. Any additional markings or labels must be distinct from ENO markings;
- 9.3.5. shoes, stockings and wigs and any other elements provided or remade by the Hiring Company must be of a good ENO standard and reasonably acceptable to the Production's director and costume designer as detailed at Schedule 2; and
- 9.3.6. Unless by prior agreement, ENO shall provide the costumes air dried. The Hiring Company shall return the costumes air dried to ENO.

#### **9.4. Stock items**

The Hiring Company shall be responsible for providing all stock and other items listed in Schedule 1 Part 2 for the performance of the Production, at its own cost.

#### **9.5. Crediting**

- 9.5.1. The Hiring Company shall announce the Production as an ENO and LA Opera production in all materials pertaining to the Production (printed or otherwise) and shall credit ENO and LA Opera as follows:

"This production was originally created by English National Opera and LA Opera and is a collaboration with Improbable."

- 9.5.2. Subject to its customary credit practices, the Hiring Company undertakes to announce and credit the name of each member of the Creative Team in the manner disclosed in each of their contracts with ENO unless varies by direct agreement with the party concerned. In respect of programmes and leaflets issued or the website for the Production, subject to the Hiring Company's customary practices, the director's credit shall appear whenever the conductor's credit appears and the choreographer's and designers' credits shall appear whenever the director's appears and shall be of no smaller type.

### **10. TRANSPORTATION AND FIT UP**

- 10.1. ENO shall make the Physical Elements available for collection by the Hiring Company at the Storage Location from the commencement of the Rental Period and the Hiring Company shall return them to the Storage Location before the end of the Rental Period. The exact date of collection and return shall be agreed between the parties in advance.
- 10.2. The Hiring Company shall sign a record setting out the condition of the Physical Elements on their delivery to the Theatre.

- 10.3. The Hiring Company shall be responsible for paying all costs associated with the transportation and delivery of the Physical Elements (including the procurement of a carnet issued by ENO). These will include ENO's staff costs at a rate to be negotiated between the ENO and the Hiring Company (plus VAT if applicable) and expenses including but not limited to return train or air fares at standard economy rates together with reasonable hotel accommodation) for (a) supervising the loading and unloading of the Physical Elements at the Storage Location and (b) on the staff's outward and return journeys from England to the Theatre and return to England.
- 10.4. Transportation of the Physical Elements shall be arranged by the Hiring Company's shipping agent, at the Hiring Company's cost, in coordination with ENO. ENO shall supply all paperwork (including the carnet) it considers reasonably necessary for shipping the Physical Elements.
- 10.5. The Hiring Company shall be responsible for making all arrangements for payment for customs clearance and collection at the port of delivery.
- 10.6. ENO shall pack all costumes in suitable cardboard skips and provide them with appropriate hangers. Any wigs, footwear and small props, if supplied, shall also be packed in protective boxes or coverings so as to prevent damage in transit. The Hiring Company shall return all such in the same manner.
- 10.7. If requested by the Hiring Company in its sole discretion, ENO shall provide one or two technical staff as requested to assist in the fit-up. The Hiring Company shall give not less than twelve weeks' written notice to ENO of the dates when such staff are required. The Hiring Company shall pay all ENO's costs thereof including but not limited to return train or air fares at standard economy rates together with reasonable hotel accommodation and a fee (including per diems) for the services of ENO's staff (at the rate negotiated).
- 10.8. The Hiring Company may request that ENO make available members of its staff to provide guidance in the fit-up to those of the Hiring Company's personnel involved in the staging of the Production. If ENO agrees to such a request, such guidance may be provided, at the discretion of ENO, online, by phone or in person at ENO's premises, and the Hiring Company shall ensure that:
  - 10.8.1. each of its personnel is suitably qualified and skilled and capable of undertaking the elements of the fit-up in respect of which they are engaged;
  - 10.8.2. if its personnel are attending ENO's premises it has taken out and it shall maintain in full force with a reputable insurance company for the period such personnel are attending ENO's premises adequate insurance cover for any loss, injury and damage caused by or to such personnel whilst on ENO's premises; and all such personnel comply with all of the ENO's policies including those that apply to persons who are allowed access to the applicable ENO's premises. ENO may refuse to grant access to, and remove, any of the Hiring Company's personnel who do not comply with any ENO's policies, or if they otherwise present a security threat.

- 10.9. Where ENO staff provide guidance relating to fit-up under clause 10.7, the Hiring Company acknowledges and agrees that ENO's staff shall act merely in an advisory capacity and neither the ENO nor its staff shall, to the fullest extent permitted by law, be liable in any manner for any loss or damage (whether direct, indirect or consequential and whether economic or other) resulting from the implementation of, or reliance on, any actual or alleged advice or assistance or guidance from such staff.

## **11. LIABILITY AND INDEMNITY**

- 11.1. No waiver by either Party in respect of any breach by the other Party shall operate as a waiver in respect of any subsequent breach.
- 11.2. The Hiring Company acknowledges that ENO shall not be responsible for any loss of or damage to the Physical Elements arising out of or in connection with any negligence, misuse, mishandling of the Physical Elements or otherwise caused by the Hiring Company or its officers, employees, agents and contractors.
- 11.3. The Hiring Company shall indemnify ENO, its officers, employees, licensees, successors and assigns in full against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by ENO arising out of, or in connection with:
  - 11.3.1. injury to any person or loss of or damage to any property as a result of any negligent act or omission by the Hiring Company arising out of or in connection with the transport or use by the Hiring Company, its employees, subcontractors or agents, of any of the Physical Elements or any other goods, facilities or services provided under this agreement;
  - 11.3.2. injury to any person or loss of or damage to any property directly or indirectly attributable to the Hiring Company's personnel attending ENO's premises pursuant to clause 10.7;
  - 11.3.3. any distress or lien arising in respect of transportation charges; and
  - 11.3.4. any breach by the Hiring Company of any of its obligations under this agreement.
- 11.4. Nothing in this agreement limits any liability which cannot legally be limited including liability for:
  - 11.4.1. death or personal injury caused by negligence;
  - 11.4.2. fraud or fraudulent misrepresentation;
  - 11.4.3. breach of the terms implied by section 7 of the Supply of Goods and Services Act; or

- 11.4.4. any matter in respect of which it would be unlawful for the parties to exclude or restrict liability.
- 11.5. Subject to clause 11.4, ENO's total liability to the Hiring Company shall not exceed the Rental Fee.
- 11.6. Subject to clause 11.4, ENO shall not be liable under this agreement for any:
  - 11.6.1. loss of profits;
  - 11.6.2. loss of sales or business;
  - 11.6.3. loss of agreements or contracts;
  - 11.6.4. loss of anticipated savings;
  - 11.6.5. loss of or damage to goodwill; and
  - 11.6.6. indirect or consequential loss.
- 11.7. Subject to clause 2.2 and clause 11.4, all implied terms and conditions relating to the Physical Elements and any other goods or services provided under this agreement are, to the fullest extent permitted by law, excluded from this agreement.
- 11.8. The Hiring Company shall ensure compliance with all regulations applicable to the presentations of the Production and/or use of the Physical Elements including without limitation, health and safety, local statutory, contractual, trade union customary practice or other similar requirements including provision of employer's liability insurance (or workers compensation) and, in particular, in respect of all such ENO personnel working at the Theatre under the direction of the Hiring Company, if any, during such engagement.

## **12. ASSIGNMENT**

This Agreement is personal to the parties and may not be transferred or assigned by either the Hiring Company or ENO to any third party, without the prior written consent of ENO and the Hiring Company.

## **13. TERMINATION**

- 13.1. Without affecting any other right or remedy available to it, ENO may terminate this agreement with immediate effect by giving written notice to the Hiring Company if:
  - 13.1.1. the Hiring Company fails to pay any amount due under this agreement on the due date for payment;
  - 13.1.2. the Hiring Company commits a material breach of any other term of this agreement which breach is irreremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 (fourteen) days after being notified in writing to do so;

- 13.1.3. the Hiring Company repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
- 13.1.4. the Hiring Company takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for, or, obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- 13.1.5. the Hiring Company suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- 13.1.6. the Hiring Company's financial position deteriorates to such an extent that in ENO's opinion the Hiring Company's capability to adequately fulfil its obligations under this agreement has been placed in jeopardy.

- 13.2. This agreement shall automatically terminate if due to the Hiring Company's default the Physical Elements are, in ENO's reasonable opinion, damaged beyond repair, lost, stolen, seized or confiscated.
- 13.3. On termination of this agreement, however caused:
  - 13.3.1. ENO's consent to the Hiring Company's possession of the Physical Elements shall terminate;
  - 13.3.2. ENO may, by its authorised representatives, without notice and at the Hiring Company's expense, retake possession of the Physical Elements and for this purpose may enter the Theatre or any premises at which the Physical Elements are located; and
  - 13.3.3. without prejudice to any other rights or remedies of the ENO, the Hiring Company shall pay to ENO on demand the Rental Fee and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to clause 4.6; and any costs and expenses incurred by ENO in recovering the Physical Elements or in collecting any sums due under this agreement (including any storage, insurance, repair, transport, legal and remarketing costs).
- 13.4. Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.
- 13.5. Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of

termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

#### **14. FORCE MAJEURE**

If any of the Hiring Company's performances of the Production are prevented or rendered impossible by a Force Majeure Event neither party shall have a claim for damages. The parties shall make every effort to extend or reschedule the Production to a mutually convenient time. If that is not possible then ENO shall retain the initial payment of the Rental Fee set out in Clause 4.1.1 and, if the performances have commenced ENO shall, in addition, retain the second payment of the Rental Fee set out in Clause 4.1.2 and the Hiring Company shall also pay ENO £7,333.33 for each performance that has been staged by the Hiring Company. For the avoidance of doubt if the Hiring Company has taken the Physical Elements from the Storage Location it shall return them as required by this Agreement.

#### **15. CONFIDENTIALITY**

- 15.1. Each party undertakes that it shall not at any time during this agreement, and for a period of five years after termination or expiry of this agreement, disclose to any person any confidential information concerning the business, affairs, customer, clients or suppliers or the other party, except as permitted by clause 15.2.
- 15.2. Each party may disclose the other party's confidential information to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 14. It may also disclose such confidential information as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 15.3. No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

#### **16. NOTICES**

- 16.1. Any notice given to a party under or in connection with this agreement shall be in writing and shall be sent by email to the address specified in clause 16.4, with a hard copy of the same sent by overnight courier to the address of the receiving party as stated on the first page.
- 16.2. Any validly served notice shall be deemed to have been received at the time of transmission, or, if this time falls outside business hours in the place of receipt, where business hours resume. In this clause 16.2 "**business hours**" means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

16.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

16.4. The email addresses for service of notices are as follows:

16.4.1. for ENO: [REDACTED]

16.4.2. for the Hiring Company: [REDACTED]

## **17. MISCELLANEOUS**

### **17.1. Schedules**

The Schedules form part of this agreement and shall have the same full force and effect as if expressly set out in the body of this agreement.

### **17.2. Entire agreement**

This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

### **17.3. Variations to agreement**

This agreement shall not be varied unless such variation shall be expressly agreed in writing by a duly authorised officer of each party.

### **17.4. No partnership**

This agreement shall in no way constitute a partnership and nothing in this agreement or any amendment or subsequent agreement shall constitute a partnership agreement between ENO and the Hiring Company.

### **17.5. Void or unenforceable provisions**

In the event that any of the provisions of this agreement is found by a Court or other competent authority to be void or unenforceable such provision shall be deemed to be deleted from the agreement and the remaining provision of the agreement shall continue in full force and effect. Notwithstanding the foregoing, the Parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

### **17.6. Contracts (Rights of Third Parties) Act 1999**

The parties agree that the provisions of this agreement are personal to them and are not intended to confer any benefit on any third party other than [\*] and the Creative Team

#### 17.7. COUNTERPARTS

This agreement may be executed in counterparts, each of which constitutes a duplicate original, but the counterparts together constitute one agreement.

#### 18. GOVERNING LAW AND JURISDICTION

This 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 each party irrevocably agrees, for the sole benefit of ENO, that, subject as provided below, the courts of England shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation. Nothing in this clause shall limit the right of ENO to take proceedings against the Hiring Party in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

The parties entered into this agreement on the date shown on the first page.

**Signed by Bob Holland, Executive Producer  
for and on behalf of  
ENGLISH NATIONAL OPERA**

DocuSigned by:  
  
23 May 2025

**Signed by Mr. Valentí Oviedo, General Director  
for and on behalf of the  
FUNDACIÓ DEL GRAN TEATRE DEL LICEU**

Firmado por:  
  
23 de mayo de 2025

## ***SCHEDULE 1***

### ***Part 1***

*Physical elements to follow on signing of agreement.*

### ***Part 2***

#### ***Items not included in the Physical Elements***

The Physical Elements shall **not** include the following elements:

- (a) any rights to intellectual property, including moral rights, arising from the presentation and all royalties, performance fees or consultancy costs due by virtue of any performance of the Production;
- (b) the musical scores or the libretto which shall be the subject of a direct agreement for hire between the Hiring Company and the respective copyright owners;
- (c) any ENO stock drapes used in previous performances, surround, flats, borders, back drops, stock black masking, black velour front drape, or any other presentational effects;
- (d) any sound equipment (for example radio transmitters or amplification equipment);
- (e) any drive motors, chain hoists, fixing inside the trap for the staircase, rigging hardware (including steel ropes for scenic flying) or special stage effects;
- (f) any stock items, small props, consumable items, the glass harmonium / harmonica, radiators on the stage right truck or weapons;
- (g) adjustable harnesses, stock undergarments, wigs, footwear or stockings;
- (h) dance notations or instructions;
- (i) other stock items including ENO stock stage weights;
- (j) touch up paint and associated scenic materials.
- (k) small properties, consumable items and running properties including without limitation make up.
- (l) Smoke or haze machines, pyrotechnics, special effects.
- (m) Any lighting stock installed into physical elements, including LED tape, drivers, power supplies, batteries, and wireless data systems.

## **SCHEDULE 2**

### **The Creative Team**

#### **Director**

Phelim McDermott

Managed by Improbable

#### **Associate Director**

Peter Relton

#### **Set Designer**

Tom Pye

Agent: Charles Kopelman

#### **Lighting Designer**

Bruno Poet

Agent: Clare Vidal Hall

#### **Costume Designer**

Kevin Pollard

Direct:

#### **Collaborating Partner**

Improbable

Producer: Kathryn Bilyard

#### **Movement Director**

Gandini Juggling Ltd