

SAUCY JACK
AND
THE SPACE VIXENS

THE
ACADEMY CODE

(TERMS AND CONDITIONS OF LICENCE)



SEPTEMBER 2014

INTRODUCTION

This is an unusual licensing relationship in that it is very much a two-way street. We are focused on the idea of reciprocity and you will find that we ask much more from you than you will have experienced at the big agencies. However, we also believe that you will receive much, much more from us in return and your production and your experience will be very much better as a result.

Here's how it works...

WE AGREE TO... help you market and produce your show to make it as great as it can be. We have a lot of reach and a lot of material and we're happy to use it (and allow you to use it) to achieve that. Making your show a huge success helps us keep ours that way.

YOU AGREE TO... help us keep all the passion, excitement and energy your production generates inside the Saucy Jack and the Space Vixens family, and specifically its online platforms – Facebook, Twitter and the Saucy Jack and the Space Vixens website. That way your show can be part of the pantheon going forward and we can keep all the activity in one place and build on it.

We try to make this as straightforward as possible, but there are obviously details to consider. The terms and conditions of your Licence Agreement with SJSV Ltd to perform the Show, (Saucy Jack and the Space Vixens), are as follows, and they form part of that Agreement:

SCRIPT AND SCORE

We will provide pdf versions of the script and score which you are free to print, copy and distribute to members of your company.

You are not permitted to distribute this material outside your company and you agree to use all reasonable efforts to ensure that these documents are not uploaded to any locations on the internet where they might become publicly available and to make anyone you give a copy to aware of their responsibilities in this regard.

The script and score will be available to you upon signature of the licence and receipt of deposit. There is no "hire period."

You must perform the Show in its entirety – no enlargement or abridgement is permitted without prior written consent. We are not necessarily against such changes, but you must explain your plans first and we have the right to insist that you perform the work as written.

The Licence is granted on the basis that the integrity of the authors is preserved and respected by the producing company. We reserve the right to withdraw the licence if we feel this is being jeopardised by your production.

BACKING TRACKS

You will need 2 sets of backing tracks for your production: Rehearsal Tracks and Production Tracks.

REHEARSAL TRACKS

These are backing tracks of the songs from the show (and a few critical underscores) that you are able to use during your rehearsal process. They contain audio water-marks which make them unsuitable to use for your performances.

You may duplicate the rehearsal tracks and distribute to members of your company.

You are not permitted to distribute these tracks outside your company and you agree to use all reasonable efforts to ensure that these files are not uploaded to any locations on the internet where they might become publicly available and to make anyone you give a copy to aware of their responsibilities in this regard.

These tracks will be available to you upon signature of the licence and receipt of deposit. There is no "hire period."

PRODUCTION TRACKS

These are backing tracks of all the songs, sound effects and underscores from the Show. They contain no watermarks and these are the ones which you should use for your performances.

These will be made available for download 2 weeks prior to your first performance. They may not be duplicated under any circumstances except for ONE transfer on to the playback and ONE transfer to a back-up device used in your production.

You agree to delete these tracks from those devices at the end of the production. You are not permitted to keep any copies. We ask for your help and vigilance in this for obvious reasons.

The Production Tracks can only be downloaded once and you should therefore make sure that they are downloaded by the individual responsible for sound playback on your production.

BILLING

You will ensure that the show is billed according to the requirements set out in Schedule 1 of this document. If you have any questions or uncertainties regarding billing, please contact us and ask before you publish.

WEBSITE

Most of the production activity on the Saucy Jack and the Space Vixens website takes place within the “Show Zone.” We will create a Show Zone page dedicated to your production which you are free to utilise as you wish. It will remain as part of the show archive after your production has finished. This page will be created once your Licence is issued.

You agree to provide a link to the Saucy Jack and the Space Vixens website from your company website in a location that will remain live after the close of your production as a historical reference. We will provide a link to your company website and your venue website from the Show Zone page. These links will remain live after the production finishes and they serve to increase the “searchability” of our respective sites.

The URL you should link to is www.saucyjackandthespacevixens.com.

When your production becomes the next one to play, we will create a featured advertisement for it on the homepage and at other locations within the site. This will include a link to your box office, company website or venue website (whichever you prefer).

ARTWORK / POSTER

There are three parts to the Artwork Support you will receive:

DESIGN ELEMENTS

You will receive a code to download the design elements package for use in your campaign. How or if you use them is up to you.

POSTER SUPPORT

You will also receive a code to download the poster template. Your use of this is optional and is intended for companies who don't have a lot of artwork support. You can simply fill in the details and use it as it is, or you can design your own poster from scratch...

If you design your own poster, you must incorporate the 3 girl logo as a central and featured part of the design. There is a lot of flexibility in this as you can see on the History page of the website, but it is an important requirement – if you're unsure, please get in touch.

You must ensure that appropriate billing is included within your poster design in line with the billing requirements in Schedule 1 of this document.

You should send us your poster artwork for approval as soon as you have it. You are not permitted to publish it online (or anywhere else) prior to such approval. Once your poster design is approved, you may make and publish other versions and layouts that are similar to or derived from the poster design without subsequent approval.

Once we have your approved poster design, we will use it on your Facebook event page, your Show Zone page, and other online locations in order to supplement and support your marketing campaign. We are entitled to use your design without any obligation on our part to credit, license or pay for its future use or publication.

PROGRAMME SUPPORT

You agree that the outside back cover of your programme will be printed with our Space Vixen Promo Artwork which we will provide to you upon receipt from you of the required dimensions. If you are not planning to use a programme, please let us know and we will work with you to agree an alternative.

We will also provide you with download access to a variety of material including show history, notes from creators, character images and descriptions, social media calls to action, etc. that you are free to use within your programme if you wish. Inclusion of this material is optional.

Please note that you have important billing responsibilities within the programme as set out in Schedule 1 of this document.

A GIFT FOR YOUR AUDIENCE

We believe that each member of the audience should receive a gift, however small, that empowers them to believe that they too are Space Vixens. We have found it extremely successful in generating good will and spreading word of mouth about the show. We will provide you with enough SPACE VIXEN stickers to be given to each member of your audience on arrival by characters or ushers as you see fit.

As an upgraded version of this idea, we recommend that you provide SPACE VIXEN buttons or badges instead. There is no requirement whatsoever for you to provide buttons/badges, but they are cheaply obtained and we will provide you with artwork on request.

SOCIAL MEDIA

The use of social media is important to us. We will provide you with a pdf of “Social Media Guide for New Recruits” which you agree to distribute to all members of your company and ensure that they follow the guidelines within.

You will nominate a person as a single point of contact for us with reference to all Social Media activity surrounding your production.

Our hashtag across all social media platforms is **#spacevixens** Please use it wherever you can. It works for us and it works for you.

Word of mouth sells shows and there are no faster or more effective means to spread it than Facebook and Twitter. If you intend to use either of these platforms, here’s the way it works...

FACEBOOK

We will make a specific Event for your production on our Facebook Fan page. That will become the focal point of your Facebook strategy which is best exploited by encouraging everyone in your cast and crew to invite everyone they know on Facebook to that event.

We will share the event on the timeline of our Facebook Fan page.

We will create and pay for a promoted post, reminding every person who has liked our page about your event one week before the show opens.

We will also create and pay for a facebook advertisement which will feature your production, targeted to your location and made live 4 weeks before your show opens.

We will create a dedicated photo album for your production on our Facebook page once your production is over. You will endeavour to provide us with images for this at the end of your production.

You will ensure that every post from your company page referring to the production contains a hyperlink to our Facebook page. This is done simply by typing the @ symbol in front of the words “Saucy Jack and the Space Vixens” within a post. The words will turn blue when the link is created. NOTE: you must have already liked the Saucy Jack and the Space Vixens page in order for the hyperlink to register.

Likewise we will link to your company Facebook page (if you have one) in any of our posts relating to your production.

You will not create any other specific Facebook page, group or event relating to your production, (although you can certainly use your existing company and personal pages to promote the show in tandem with our pages).

At some point prior to your production we will relocate the physical location of Saucy Jack and the Space Vixens to your venue, allowing people to check in to your production and leave recommendations. This may not be possible at all locations.

We will “like” your company Facebook page and your venue Facebook page (if you have them).

TWITTER

You will ensure that our Twitter handle, “@spacevixens” will be included in every tweet relating to the show. Likewise we will tag your handle (if you have one) in every tweet we make relating to your production.

MERCHANDISE

Audiences generally want to take something home with them and selling merchandise is a good way to help out the budget a little, as well as elevating the stature of the production. We try to make it easy for you to make some money re-selling our merchandise, but international law does not make it easy for us. The options are therefore different for productions within the UK and without and sometimes not possible at all.

Examples of merchandise packages are downloadable from the website once you have licence, but we are happy to tailor a package to suit on a case by case basis, depending on your requirements and the reality of international borders.

You choose the merchandise packages you require and we will send them to you prior to your production. You pay for the shipping and you agree that you will not create any additional merchandise for sale without written consent from us.

We do not accept return of unsold goods.

We will provide your production with a promotional code for a 20% reduction on merchandise from our website. This is intended as a cast/crew discount, but if you are selling merchandise yourselves, you may choose not to distribute this code.

It may be possible in certain circumstances for you to produce your own merchandise, but you may not do so without our prior written consent.

PHOTOGRAPHY

You may publish photos of your production on your own sites or anywhere on the internet. You will make copies available to us of all shots taken. We also reserve the right to download any pictures that appear and we are entitled to republish those pictures without obligation to credit.

This is not a standard requirement of a show licence and it is your responsibility to make sure that anyone you allow to shoot your production understands this.

RECORDING

The words and music of the Show are subject to copyright. We understand that people want to record productions to remember them and to share them and we strive to make it possible for you to do that. In return we ask that you take seriously the fact that the internet is an unregulated space, accessible to everyone in the world and a certain amount of shared responsibility is required here.

AUDIO

You may not produce an audio recording of the Show or any part of it under any circumstances other than as a soundtrack to a video or DVD recording within the rights conveyed below.

VIDEO / DVD

You may make a video recording of the Show for personal use. You may duplicate the recording for personal use and distribute among company members.

You may not record the Show or any part of it for commercial use under any circumstances.

You may publish excerpts from your recording on to the internet, (not to exceed 5 minutes per individual excerpt) but ONLY by the following means:

- 1) You send the clip you wish to publish to us at info@saucyjackandthespacevixens.com
- 2) We upload the clip to our Space Vixens channel on Youtube.
- 3) We send you the link to the clip.
- 4) You use the link in any non-commercial way you please.

We reserve the right to refuse publication for any reason.

There is no other circumstance under which you may upload copyrighted material from the Show to the internet without prior written consent from us and it is your responsibility to ensure that anyone you allow to possess any video footage from the Show understands this.

PRESS

You may use press quotes from previous productions of the Show within your marketing campaign as long as you make it clear that the quotations refer to a pre-existing production and not your own. The specific production does not need to be credited.

You may not promote your Show to make it appear as a professional production.

You may only allow press to attend and review your production on the specific agreement that it is billed as a non-professional production in that review.

You agree to provide us with all press reviews of your production that you become aware of.

FINANCIAL

The costs of a Licence are dependent on a variety of factors and a specific quote will be offered to you on the basis of the details you provide. The Licence is conditional upon that information, and while changes are not a problem, they must be presented to us in writing in advance. Any such changes may affect the cost of the Licence.

The cost is divided between:

- 1) A Fixed Fee for use of the Production Resources (payable up front), and
- 2) A Royalty Fee which is calculated based on a percentage of your potential gross box office receipts (payable within 3 weeks of your final performance).

LICENCE

Your Licence is made up of the Licence Agreement which must be signed by both parties and the terms and conditions set out in this document, The Academy Code.

Once you have told us that you wish to go ahead with a production, we will send you a Licence Agreement and an invoice for the Fixed Fee. You should sign two copies of the Licence Agreement and return them to us with the payment. We will then countersign it and return a copy to you. The Licence Agreement is not valid without this signature and it will be deemed void if execution is not made prior to the date of first performance. Signing the Licence Agreement signifies your agreement to the terms and conditions set out in this document.

The Licence is not exclusive and not transferrable to any other party or venue in any way. It is only valid for the number of performances specified within the dates given. It is offered for stage performance to a live audience only. All other rights are reserved.

The Licence does not include rights to original choreography, costume designs, staging, direction or scenery designs of the show other than those conveyed in the supporting material that will be given to you. Neither SJSV Ltd nor the authors or owners of the show shall be obliged at any time to make any payment or offer rights participation to any person(s) whom you may hire to direct, choreograph, stage, design or otherwise participate creatively in its production, regardless of whether any of their work is subsequently published, posted, used or referred to within the body of work that comprises the Show now or in the future.

CANCELLATION AND DEFAULT

If your production is cancelled and we receive notification in writing (including the reasons for cancellation) within 28 of the issue of the Licence, we will refund your Fixed Fee in its entirety as long as no Production Resources have been downloaded. In such event, there is no obligation to pay the Royalty section of the payment.

If your production is cancelled and we receive written notice (including the reasons for cancellation) 14 days or more prior to the first performance (and prior to the Production Tracks being downloaded), there will be no obligation to pay the Royalty section of the payment. In such event, the Fixed Fee is non-refundable.

Once the Production Tracks are downloaded you are obliged to pay the full Royalty Fee regardless of any cancellation or postponement of any or all performances, although we are theatre people ourselves and we will endeavour to work something out in extreme circumstances.

And the legal jargon (sorry)....

If you default in the performance of any of the representations, warranties, indemnities, obligations, terms and/or conditions of this Agreement, then in addition to any and all remedies which SJSV Ltd, the authors and/or owners of the show might have at law or equity, you agree that SJSV Ltd shall



have the right to a temporary restraining order and preliminary injunction to enjoin any performances of the show. You agree to reimburse SJSV Ltd for any expenses incurred in enforcing rights hereunder, including, but not limited to, attorney's fees, court costs and collection expenses.

SCHEDULE 1

BILLING

You will ensure that the show is billed according to the requirements as follows:

Where the title appears on a poster or flier, whether printed or published online, the following words shall appear after the title:

Book and Lyrics by Charlotte Mann and Michael Fidler
Music by Jonathan Croose and Robin Forrest

Where the title appears within promotional copy that describes the show, (for example on the reverse of a flier, or in a descriptive web entry relating to the production), the following words shall appear after the title:

Book and Lyrics by Charlotte Mann and Michael Fidler
Music by Jonathan Croose and Robin Forrest

Based on original ideas by Johanna Allitt, Simon Curtis, Charlotte Mann and Michael Fidler

Where the credits of the production are referred to as a matter of record, (for example within the programme or on a press release), the following words shall appear after the title:

Book and Lyrics by Charlotte Mann and Michael Fidler
Music by Jonathan Croose and Robin Forrest

Additional music by Adam Meggido and James Compton

Based on original ideas by Johanna Allitt, Simon Curtis, Charlotte Mann and Michael Fidler

Saucy Jack and the Space Vixens was first performed at C Venue at the Edinburgh Fringe Festival on 9th August, 1995, produced by Johanna Allitt and Michael Fidler. It premiered in the West End of London, produced by Ian Lenagan for Counterpoint Theatre at the Queen's Theatre, Shaftesbury Avenue on 25th March 1998.

If you are unsure, please just ask...