

# BUGSY MALONE

Play by Alan Parker  
Words & Music by Paul Williams

***PLEASE READ ALL PAGES CAREFULLY, including the “small print” at the end! Thankyou.  
Any questions may be emailed to us at [musicals@fabermusic.com](mailto:musicals@fabermusic.com).***

## Performance Fees and Licensing

You must obtain a licence from us to perform Bugsy Malone. The PRS does not collect music performance rights for this show. If the audience is **not** being charged for admission to your performances, the music performance fees (“grand rights”) will be charged at **£150 per performance +VAT**. If you **are** charging for tickets to your performances, the music performance fees will be calculated at **16% of box office takings +VAT, or £150 +VAT per performance, whichever is the greater**.

## Public vs Private Performance

If members of the public are being admitted or invited to your performances, or if you are advertising your performances to the public by any means, then they are **public performances**. All applications for public performances are firstly submitted to the owners of the show for approval and we will advise you on the outcome of your application in a timely fashion. We will also check whether there are any other performances taking place nearby, for which we have already issued licences. If your application clashes with another we will check with the prior licensees as to whether they have any objections to our proceeding with your request.

If you are **not** admitting the public to your performances (including where schools are not publicising their shows outside the school and attendance is only open to the school’s students and staff and their families and friends) then they are **private performances**.

## Piano/Vocal Scores

The piano-vocal score is the only source for **all** the songs from the show. It contains a piano reduction and is necessary both for rehearsals and for performances without a band. **You must hire at least 1 copy of the piano/vocal score from us** to rehearse the show. Piano/vocal scores are charged at **£5.55 per copy per month** (a minimum charge of **£50** applies).

The *Bugsy Malone Song Selection* (ISBN 9780571539062) is not suitable for rehearsals or performances as it contains only 6 of the numbers from the show. The piano/vocal score **does not contain any dialogue** (see Playscripts/Libretti).

Music hire materials are zero-rated for VAT in the UK.

You are responsible for paying for the delivery of any hired materials and you must also pay for return of hired materials to us after your performances have taken place. Delivery charges will attract VAT.

## **Playscripts/Libretti**

The playscript/libretto is the **only source for the spoken lines** in the show. There is no dialogue contained in the piano/vocal score. The playscript/libretto may be purchased from our online shop [www.fabermusic.com/shop](http://www.fabermusic.com/shop) (enter “bugsy libretto” in the search area) or other retail outlets.

## **Band Parts**

Bugsy Malone is accompanied by a live band. A set of band parts (11 parts in total, recommended minimum Grade 5 ability, conductor’s score included) may be hired at **£150 per calendar month**. If you do not have access to a band, you may instead use the piano/vocal score to perform Bugsy Malone with live piano accompaniment. **The use of a backing track or recorded accompaniment in performances is NOT permitted.**

## **Instrumentation**

- Flute
- Clarinet I and/or Flute
- Clarinet II and/or Alto Sax
- Alto Sax
- Bassoon
- Trumpet
- Trombone
- Guitar
- Bass Guitar
- Drums
- Piano

The Clarinet I part is for one player doubling Flute. If no such player is available, the Flute and Clarinet parts may be played by separate instrumentalists. This applies as well to the Clarinet II/Alto Sax part.

## **Filming**

Permission needs to be sought to film your performance. The right to do so will be granted subject to payment of a supplementary fee of **£70**, which will allow you to make up to **50 copies** for private use only (which must be either given away or sold at cost price). You are not permitted to show the film to the general public via any means without our permission and to do so will involve further licensing fees; this includes showing the film (or any part of it) online including via your own website, Facebook, YouTube and other social media sites.

## **Streaming**

You must seek permission from us to stream your performance and this may attract fees in addition to those mentioned above. Please provide **full** details of your plans on the attached form including which website(s) you intend to stream to and for what total period of time it will remain online, and whether you are intending to charge for access to view that stream.

## **Roles**

Bugsy Malone was expressly created for performance by people under 18 years of age. Your application is unlikely to be approved should you seek to include any cast members 18 years of age or older on stage in your production. This restriction does not apply to non-stage participants (e.g., music director, stage director, stage crew and band members).

## **Adaptation of Score / Playscript**

It is **not permitted to make any changes** to the score or the playscript, to change any character's name from that in the playscript, to change the music as supplied in the piano/vocal score and/or band parts nor to update the script or music for the current century/era/decade.

## **Logo**

**You must design your own logo for this show.** Logo packs are not available and if you wish to use the original film design or that of the Lyric Hammersmith production you will need to seek approval. Please contact us for further details.

## **Cancellation Fees**

We reserve the right to charge a cancellation fee of **£100** (+VAT) if the licence has been issued, and furthermore to charge the full hire fees in the event that materials have already been sent to you. Circumstances demonstrably beyond your control shall be taken into consideration in such situations.

## **Principal Characters**

- Bugsy Malone (who acts as occasional narrator)
- Blousey Brown (his girl and would-be Hollywood singer)
- Fat Sam (gangland boss and speakeasy owner)
- Dandy Dan (Fat Sam's rival)
- Knuckles (Fat Sam's right-hand man)
- Fizzy (general factotum and singer)
- Tallulah (speakeasy girl singer and Blousey's rival)
- Leroy Smith (heavyweight boxing hopeful)
- The Chorus!

## **Musical Numbers**

- Overture (band)
- Bugsy Malone
- Fat Sam's Grand Slam
- Tomorrow (Fizzy)
- Bad Guys
- I'm Feeling Fine (Blousey)
- My Name is Tallulah (Tallulah)
- So You Wanna be a Boxer
- Ordinary Fool (Blousey)
- Down and Out
- You Give a Little Love

## LICENCE APPLICATION FORM

- please read the information above and the “small print” (terms and conditions) below before filling in this form!
- please send all emails and your completed application form to [musicals@fabermusic.com](mailto:musicals@fabermusic.com)

<b>Title of Musical</b>	<b>BUGSY MALONE</b>
<b>LICENSING &amp; INVOICING</b>	
Please use this section for the person or company responsible for <u>paying invoices and signing licences</u> .	
<b>Name &amp; Address of Production Company or School</b>  Please use the full name of the school or production company as it should appear on our licences and invoices.	
<b>Contact Name &amp; Job Title</b>	
<b>Contact Email</b>	
<b>Contact Telephone</b>	
<b>Purchase Order Number (if required)</b>	
<b>DELIVERY OF SCORES &amp; PARTS</b>	
Please use this section for the person <u>to whom scores &amp; parts are to be sent</u> .	
<b>Address for Delivery</b>	
<b>Contact Name &amp; Job Title</b>	
<b>Contact Email</b>	
<b>Contact Telephone</b>	
<b>PERFORMANCE DETAILS</b>	
<b>Name &amp; Address of Venue</b>	
<b>Seating Capacity of Venue</b>	
<b>Average Ticket Price</b>	
<b>Total Number of Performances</b>	
<b>Dates of ALL Performances</b>  If your plans are still in development, please specify the <i>likely</i> dates for now and send us the confirmed dates as soon as you know them.	
<b>Are any roles being played by people <u>18 years of age or over</u>?</b>  You <b><u>MUST</u></b> notify us - see “Roles” in the notes above.	
<b>Private or Public Performance?</b>  See “Public vs Private Performances” in the notes above.	
<b>PERFORMANCE MATERIALS</b>	
<b>Piano/Vocal Scores – quantity required</b>  Minimum of 1 copy must be hired.	

<b>Piano/Vocal Scores – number of months to hire</b>	
<b>Do you require a set of band parts?</b>  You may perform using only the piano/vocal score however you are <b>NOT</b> permitted to perform using a backing track or recorded accompaniment.	
<b>Number of months to hire band parts</b>	
<b>Are you filming your performance (video licence)?</b>  Please refer to “Filming” and “Streaming” above before answering this question.	

### **Terms and Conditions:**

1. Subject to the terms and conditions set out in this Agreement the Licensor hereby grants by way of non-exclusive licence to the Licensee the right to perform the Work as detailed above.
2.
  - (a) The Music Hire Fees are in consideration of the supply to the Licensee by the Licensor of musical performance materials (full scores, vocal scores and band parts) of the Work (the "Material").
  - (b) The Material is provided specifically for the purpose of the Performance(s) detailed above and may NOT be used for any other purpose without prior written permission from the Licensor and negotiation of suitable fees therefor.
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  - (d) The costs of the delivery of the Material from the Licensor to the Licensee and of its return to the Licensor shall be borne by the Licensee.
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  - (f) The Licensee shall be liable to the Licensor for the value of the Material or any part thereof in the event of the Material being damaged or lost or destroyed howsoever caused, notwithstanding that such damage loss or destruction may be due to a cause beyond the Licensee's direct control.
  - (g) The Licensee undertakes to return the Material to the Licensor by no later than two weeks following the date of the last performance of the Work (the "Return Date") complete and in good condition fair wear and tear excepted. In the event that the Material is not received by the Licensor by the Return Date the Licensor shall be entitled to charge and the Licensee agrees to pay a late return fee of £70 for each week or part thereof after the Return Date until the date that the Licensor receives the Material AND the Licensee undertakes to pay such fee promptly upon receipt of the Licensor's invoice therefor.
3. This licence is strictly limited to the following rights:
  - (a) Performance of the Work at the Venue and on the dates specified above. The Licensee shall notify the Licensor immediately of any changes to the number of performances, the Venue or other changes. In the event of cancellation of the Performance(s) after the Materials have already been despatched, the Licensor reserves the right to charge Music Hire Fees, together with an administration fee not to exceed £70.
  - (b) If required on your application, and subject to payment of the applicable fee, the making of a non-commercial video recording of the Performance(s) (the "Film") for archive, OFSTED and private use only (distribution to family and friends) and the production of no more than 50 (fifty) copies of the Film, which copies may only be given away or sold at cost price. This agreement does not cover any other use of the Film including, but not limited to, broadcast or streaming.
4. The Licensee shall perform and produce the Work strictly in accordance with the score and playscript and any changes to such performance according to the score and playscript will render this licence invalid unless expressly otherwise agreed in writing by the Licensor. Such changes which are not permitted include but are not limited to: changes to the script; changes to the music; changes of character names; updating script or music to the current century/decade/era.
5. The Work must only be performed by cast members under the age of 18 unless expressly otherwise agreed in writing by the Licensor. This restriction does not apply to director, conductor, stage crew or band members.
6. Members of the general public other than bona fide journalists attending for the purposes of criticism or review may not be admitted to any rehearsal of the Work, whether or not a charge is made, without the prior written consent of the Licensor such consent not to be unreasonably withheld or delayed.
7. The Licensee shall not have the right to (or to procure others to) record, webcast, broadcast, communicate to the public, or exhibit the Work by any means or media (whether now known or hereinafter invented) without the prior written consent of the Licensor and payment of fees by the Licensee to the Licensor in addition to those detailed above. The Licensee shall be responsible for preventing the unauthorised recording of the Performance(s) in any manner whatsoever.
8. Payment of the Performing Right Fees and Music Hire Fees by the Licensee to the Licensor must be remitted within 30 days of the last of the Performance(s). Where the Performing Right Fees are calculated on a percentage of net box office receipts (which are defined as gross box office receipts net solely of: credit card transaction fees; ticketing agency commissions; deductions arising from refunds and dishonoured cheques; and VAT) payment of said Fees shall be accompanied by a statement setting forth the applicable gross box office receipts and the permitted deductions. The Licensor shall have the right to examine the Licensee's books of account regarding the box office takings in such cases.
9. The Credit must be included on all programmes, publicity and advertising material in a type and size no smaller than the credits accorded to the director and producer.
10. The Licensee agrees to supply the Licensor with two copies of the programme and two copies of any poster and flyer printed in connection with the Licensee's production of the Work.
11. The Licensee shall supply the Licensor with 2 complimentary orchestral stalls tickets (or equivalent) for each of the Performance(s) if requested by the Licensor.
12. This Agreement is personal to the Licensee and shall not confer upon the Licensee the right to allow any other person or persons to give theatrical or other performances of the Work. The Licensee shall not assign mortgage or charge or part with the possession or control of this Agreement.
13. In the event of the Licensee committing any breach of the Licensee's obligations hereunder the Licensor shall be at liberty (without prejudice to any right of action or other remedy which the Licensor may have against the Licensee in respect of such breach) to terminate this licence forthwith by notice in writing.
14. Any rights not expressly granted herein are hereby reserved to the Licensor.
15. No licence shall be granted hereunder until this agreement has been signed by both parties hereto.
16. This licence shall be governed in all respects by English Law and the parties hereto agree to submit to the exclusive jurisdiction of the High Court of Justice of England.