

DÉLIBÉRATION DU CONSEIL COMMUNAUTAIRE 29 juin 2022

NOMBRE DE DÉLÉGUÉS TITULAIRES EN EXERCICE : 27

NOMBRE DE DÉLÉGUÉS TITULAIRES PRÉSENTS : 13

NOMBRE DE DÉLÉGUÉS ABSENTS : 14

- AYANT DONNÉ POUVOIR : 9

- N'AYANT PAS DONNÉ POUVOIR : 5

Le 29 juin 2022 à 18h00, le Conseil Communautaire de la Communauté de Communes de Haute-Tarentaise, dûment convoqué par le Président, s'est réuni à la salle de conférence de la mairie de Tignes, sous la présidence de Monsieur Yannick AMET, Président.

VU La loi 2021-1465 du 10 novembre 2021 portant diverses dispositions de vigilance sanitaire et visant à assurer la continuité du fonctionnement des institutions locales et de l'exercice des collectivités territoriales et des établissements publics locaux afin de faire face à l'épidémie de Covid-19, assouplit les conditions de quorum pour réunir les organes délibérants des collectivités et de leur groupements, les commissions permanentes des conseils départementaux, et régionaux, et les bureaux des EPCI à fiscalité propre : seule la présence d'un tiers des membres est requise. Le quorum s'apprécie en fonction des membres présents ou représentés. Chaque élu membre de ces instances peut détenir deux procurations. Elle prolonge jusqu'au 31 juillet 2022 le régime de sortie de l'état d'urgence sanitaire.

PRÉSENTS

Bourg-Saint-Maurice : Guillaume DESRUES, Laurent CHELLE, Frédéric BATAILLE, Cécile UTILLE-GRAND

Les Chapelles : Paul PELLECUER

Montvalezan : Jean-Claude FRAISSARD, Thierry GAIDE

Sééz : Mathieu LECLERCQ

Sainte-Foy-Tarentaise : Yannick AMET, Daniel EUSTACHE

Tignes : Serge REVIAL

Val d'Isère : Véronique PESENTI-GROS

Villaroger : Alain EMPRIN

EXCUSÉS AYANT DONNÉS POUVOIR

Laurence REGNIER donne pouvoir à Cécile UTILLE-GRAND

Gérard VERNAY donne pouvoir à Thierry GAIDE

Nicolas MORIN donne pouvoir à Laurent CHELLE

Morgan LE LANN donne pouvoir à Guillaume DESRUE

Lionel ARPIN donne pouvoir à Mathieu LECLERCQ

Joëlle CAMPERS donne pouvoir à Mathieu LECLERCQ

Capucine FAVRE donne pouvoir à Serge REVIAL

Franck MALESCOUR donne pouvoir à Yannick AMET

Patrick MARTIN donne pouvoir à Véronique PESENTI-GROS

EXCUSÉS

Françoise BESNARD

SECRÉTAIRE DE SÉANCE

Serge REVIAL

2022-58

PARTICIPATION FINANCIERE DE LA COMMUNAUTE DE COMMUNES DE HAUTE-TARENTEISE DANS LE CADRE DU CONCERT DONNE PAR MONSIEUR GAUTIER CAPUÇON SUR LE TERRITOIRE HAUTE-TARENTEISE VANOISE

Monsieur Alain EMPRIN, Vice-Président délégué à la Culture et au Patrimoine, informe l'assemblée délibérante que Monsieur Gautier CAPUÇON, violoncelliste de renommée mondiale, se produira dans un duo piano-violoncelle, le 23 août 2022 au village du Monal, site classé situé sur la commune de Sainte-Foy Tarentaise.

Dans le cadre du développement culturel global du territoire, la Communauté de Communes de Haute-Tarentaise **prendra en charge le cachet de l'artiste (10 000€) ainsi que la location et l'accord du piano.**

Tout le reste de la logistique sera à la charge de la commune de Sainte-Foy Tarentaise.

Le contrat d'engagement fixe les conditions de collaboration entre la Communauté de Communes de Haute-Tarentaise et Monsieur Gautier CAPUÇON.

VU l'avis favorable du Bureau Communautaire réuni le 9 juin 2022 ;

Le Conseil Communautaire, à l'unanimité :

- **APPROUVE** le contrat d'engagement entre la Communauté de Communes de Haute-Tarentaise et Monsieur Gautier CAPUÇON ;
- **AUTORISE** le Président à signer la convention annexée à la présente délibération ainsi que tous les documents s'y rapportant.

AINSI FAIT ET DÉLIBERE, LES JOUR, MOIS ET AN QUE DESSUS.

**Le Président,
Yannick AMET**





HARRISON PARROTT

Engagement Contract

Date of the contract issue: Fri 10 Jun 2022

Between

Gautier Capuçon
Address: 6 rue de Mondovi, 75001 Paris, France
Nationality: French

VAT Number:FR 49 82 24 82 477

represented by HarrisonParrott Ltd
Address/Registered office: South Wing, Somerset House, The Strand, London, WC2R 1LA, United Kingdom
Registration number: 02861707
VAT registration number: GB 629 0991 13
Member of the International Artist Managers' Association

Harrison Parrott Ltd act as agents only and accept no responsibility as principals.

hereinafter shortly referred to as - Artist -

and
Communauté de Communes de Haute Tarentaise
Address: 73700 Séez, France

hereinafter shortly referred to as - Promoter -

whereby the Promoter wishes to present the Artist in a concert and the Artist is willing to perform in this concert under terms and conditions hereinafter attached. Therefore, the parties hereto hereby agree as follows:

1. CONCERT PERFORMANCES

Performances:	Date(s) 23/08/2022	Time(s) 17:00	Venue(s) (Recital)
With (conductor/other musicians):	Kim Bernard		
Rehearsals:	TBC		
Programme:	TBC		

2. FEE INFORMATION

2.1 Amount

In consideration for the services rendered by the Artist under Art. 1 hereof, the Promoter agrees to pay to the Artist the sum of €10,000.00. In addition, the Promoter will cover international travel, one night hotel at a Junior Suite in a mutually agreeable hotel, plus ground transport.

2.2 Payment

The Promoter shall pay all fees and expenses:

Bank account details:

Account Holder's Name: Gautier Capucon
Bank Name: Societe Generale
Bank Address: 29 Boulevard Haussmann, 75009 Paris
Account Number: N° de compte 00050029835
IBAN: FR76 3000 3030 3800 0500 2983 519
BIC: SOGEFRPP
Banque 30003, Guichet 03038

_____	City and Date	<u>London, 10/06/2022</u>
For the promoter		<u>On behalf of the Artist</u>
_____	Signature	_____
Communauté de Communes de Haute Tarentaise	Print Name	<u>HarrisonParrott Ltd.</u>



Harrison Parrott Limited
Engagement Contract
Standard Terms and Conditions

1. No individual terms of this contract can be altered except by mutual consent of the parties in writing. Wherever prior consent of the Artist is referred to in this contract, such consent must be obtained prior to the Artist's arrival at the beginning of the engagement. The Promoter must seek such consent through the agent Harrison/Parrott Limited.
2. The Promoter agrees to furnish at own expense all that is necessary for the proper presentation of the Performance, including:
 - all lights, tickets and house programmes;
 - all licences (including, without limitation, musical performing rights licences);
 - payment of any requisite royalties, rental fees and performing fees in connection with the music to be performed by the Artist;
 - comfortable, lighted dressing rooms with space for equipment;
 - practice facilities;
 - no seats to be positioned on the stage without the consent of the Artist;
 - stage hands, ushers, any personnel necessary for the physical presentation of the performance.
3. No alterations or additions to the Programme or rehearsal and performance schedule (contained herein) may be made by the Promoter except after prior consultation with and agreement of the Artist.
4. All other artists appearing in the Performance have been agreed by the Artist and the Promoter and no changes shall be made without the agreement of both parties.
5. In all promotional material relating to this engagement, Artist's name shall be listed no less prominently than that of any other participating Artist. In the case of chamber music performances, equal billing of each Artist should be assumed.
6. No members of the general public may attend any rehearsal without the Artist's prior agreement.
7. Open-Air Venue: Artist reserves the right to refuse to perform if in his/her reasonable opinion weather conditions pose threat of damage to him/herself or his/her instrument; therefore Promoter shall provide adequate shell cover or make contingency arrangements in an alternative suitable indoor venue should such an eventuality arise.
8. Concert dress shall be advised by Promoter no later than one month before first performance date.
9. Promoter should make available a minimum of two complimentary tickets per performance for the Artist.

PUBLICITY

10. The Promoter agrees to supply all appropriate and sufficient advertising for the Performance/s, and the Promoter agrees to use only up-to-date photographs, likenesses and biographical material furnished by the Artist or their Agent for publicity, advertising and concert programmes.

11. Publicity interviews may be arranged only after prior consultation with the Artist agreement of the Artist, subject to their availability.

12. Artist or Agent shall provide Promoter with publicity photographs and biography in advance of the Performance upon the Promoter's request.

PIANISTS AND ACCOMPANISTS

13. Promoter shall provide, unless otherwise stated, a Steinway Model D Concert Grand piano, in first class, concert-worthy condition, prepared to the Artist's full satisfaction, to be tuned before each rehearsal and again before each performance. Tuner shall be on hand during performance in case further work is required.

CONDUCTORS

14. Promoter shall ensure all other artists attend rehearsals as specified by the Artist.

15. Scores shall be supplied to Artist or Harrison/Parrott in good time upon request.

16. If Artist is providing own orchestral parts, with or without personal marking, bowings etc., the Promoter shall advise in good time by which dates s/he wishes to receive the parts.

RECORDINGS

17. No part of the performance/s or rehearsals may be reproduced, broadcast or recorded in any medium, or for any reason whatsoever without the prior consent of the Artist. The use of any recording or broadcast made with the Artist's consent shall be subject to separate negotiations concerning conditions, financial terms and all rights.

18. For the avoidance of doubt, this contract does not cover rights in commercial audio and/or video media, nor internet streaming, casting or downloading of any kind unless specifically agreed herein. Any such exploitation is subject to the written permission of the Artist after separate negotiation with the Artist or their Agent.

19. The Promoter will supply the Artist with a CD or DVD copy, as applicable, of any material recorded and grants the Artist and their Agent the right to use up to three minutes of this footage for promotional use only. Such use includes, but is not limited to, uploading the extract onto the websites of the Artist and their Agent. When uploaded to websites the extract will be available for streaming only and not for third-party download. The Rights Holder will be appropriately credited.

FEE INFORMATION

20. The Promoter warrants his/her authority to execute this agreement and assumes liability for the payment of the agreed Performance fee in full. Promoter must sign and return the contract within 30 days of its receipt. In the case of failure to do so, artist shall have the right to withdraw from his/her obligations hereunder.

21. Where Artist's fee is subject to deductions for tax and social premiums, the Promoter shall provide the Artist with receipts for any such deductions with the fee payment.

FORCE MAJEURE

22. In the event of any of the Performance/s being cancelled or otherwise unable to take place due to an act of God, physical disability, the acts or regulations of public authorities or labour unions, labour difficulties, strike, civil

tumult, war, epidemic, interruption or delay of transportation service or any cause, the Artist shall be relieved of their respective obligations arising after such event. The Promoter shall pay the Artist's per diems, transport and accommodation costs incurred should such a force majeure event take place and provided that any of the Artist's obligations pursuant to this agreement shall have been performed prior to such force majeure event, the Promoter shall pay the Artist's fees upon a pro rata basis. The Promoter will make its best endeavours to negotiate compensatory fees as may be available through mutual goodwill.

CORONAVIRUS

23.1 Event

- (a) If, due to a Coronavirus Event (see definition in clause 23.4), either party is prevented from or delayed in carrying out any of its obligations under this contract, neither party shall be in breach of this contract or liable for any failure or delay to perform. Should either party be prevented from carrying out any of its obligations under this contract, it shall notify the other party as soon as reasonably practicable and in any event no later than 5 working days after the occurrence of the Coronavirus Event.
- (b) Each party will use all reasonable endeavours to mitigate the effect of any Coronavirus Event.
- (c) It is agreed that either party shall notify the other party as soon as reasonably practicable of the ceasing of the Coronavirus Event affecting the carrying out of any obligations under this contract.

23.2 Delayed performance

If either party is prevented from, or delayed in, performing its obligations due to a Coronavirus Event, both parties agree to endeavour to reschedule the engagement within a mutually agreed reasonable timeframe.

23.3 Cancellation

If the Promoter or the Artist cancels any of the Concert(s) due to a Coronavirus Event, the Promoter shall compensate the Artist for the amount of all reasonable work and expenses already performed or incurred at the date of cancellation.

23.4 Definitions

- (a) Coronavirus Event: an event or delay caused by a Coronavirus epidemic or pandemic which affects any of the obligations under the agreed contract (whether fully executed or not), including (but not limited to):
- i) absences or unavailability of Promoter's staff/Artist;
 - ii) any loss of, or disruption to, any of Promoter's facilities;
 - iii) any illness, quarantining, shielding or self-isolation (including, but not limited to, precautionary self-isolation) of the Artist or any other key performers (but excluding administrative employees or officers) where the decision to quarantine or self-isolate is mandated by the Government;
 - iv) any recommended or mandatory measures introduced by the Government intended to prevent or delay the spread of Coronavirus;
 - v) any disruption of, or interruption to, any services such as transportation (including but not limited to cargo/freight), visa processing or other travel related services that are required to fulfil this contract;
 - vi) any disruption of, or interruption to local services supplied by utilities providers including but not limited to electricity, gas, water, sewage, telecommunications and data services.

To avoid doubt, a Coronavirus Event does not mean any other reason whatsoever, such as, but not limited to, ticket sales, change of Conductor, Soloist or any other participant, Force Majeure, etc.

- (b) Coronavirus: the disease known as coronavirus disease (COVID-19) and the virus known as severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2).
- (c) Government: local, regional or central government.

CANCELLATION

24. If the Promoter cancels this agreement for reasons other than force majeure as set out in Clause 22 or a Coronavirus Event as covered in Clause 23, or is found to be in breach of any of its terms, Artist is released of his/her obligations hereunder and the Promoter is liable to pay the Artist's fee in full plus any expenses already incurred by the Artist for which the Promoter is contractually liable. In the case of postponement or cancellation of part or all of the engagement due to a Coronavirus Event, Clause 23 shall apply.

DATA PROTECTION

25. In order for the parties to perform this contract, it will be necessary for the Artist or their Agent to provide the Promoter with personal data relating to the Artist.

The Agent (Harrison/Parrott Ltd) is data controller in relation to Artist's personal data, and the Promoter confirms that it will process all Artist personal data in accordance with the provisions of the General Data Protection Regulation and on the instructions of Harrison/Parrott where relevant. The Promoter further warrants that it has in place adequate technical and organisational measures to ensure that it processes personal information securely at all times; and that, if it is located outside the European Economic Area, it can ensure a level of data security and compliance with data protection law that is adequate to meet the requirements of the GDPR or any other EU data protection law in force during the existence of this contract.

Harrison/Parrott confirms that it processes personal data in accordance with the provisions of the GDPR and the Data Protection Act 2018 as applicable, and that it has obtained any consents necessary for processing Artist's personal information under this contract.

JURISDICTION

26. Any claim or dispute arising out of or relating to this Agreement or the breach or alleged breach thereof shall be settled by arbitration under such provisions as are governed pursuant to the laws of England and Wales or by such other arbitration as may be agreed between the parties.