



Agreement for

Performers and Stage Management

working in Commercial Theatre

From April 2015

(version January 2019)

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COLLECTIVE AGREEMENT

THIS AGREEMENT together with the Contract is the Collective Agreement for Performers and Stage Management working in commercial theatre from 6 April 2015 as agreed between Equity and UK Theatre Association (hereinafter called 'UK Theatre').

It is agreed as follows:

1 SCOPE OF THE AGREEMENT

1.1 Agreement And Appendices

This Agreement sets out the minimum terms and conditions which shall be observed by members of UK Theatre (hereinafter individually called 'the Manager') for the engagement of performers, understudies and stage management (hereinafter individually called 'the Artist') for commercial theatrical productions in regional theatres or other venues licensed for theatrical performances in the United Kingdom (other than subsidised repertory theatre, subsidised opera and subsidised ballet).

In this Agreement, 'Appendix' means one of the Appendices numbered 1 to 10 to the Agreement as listed below:

- Appendix 1 – Disciplinary and Grievance Procedures.
- Appendix 2 – The Theatre Council Registration and Arbitration provisions.
- Appendix 3 – Code of Conduct for Auditions including the Nudity & Simulated Sex Acts Schedule.
- Appendix 4 – For the use of raked stages in theatrical productions.
- Appendix 5 – UK Theatre/BECTU Code Of Conduct For Get-Ins, Fit-Ups, And Get-Outs
- Appendix 6 – Code of Conduct for Artists.
- Appendix 7 – Excerpt of the Sample Standard Contract For Performers And Stage Management Working In Commercial Theatre.
- Appendix 8 – Rates.
- Appendix 9 – Rates for Actor-Musicians.
- Appendix 10 – Additional Payments.

The appendices do not form part of this Agreement.

1.2 Equal Opportunities

1.2.1 The parties affirm their commitment to a policy of equal opportunity and fair employment in connection with the employment and treatment of Artists regardless of age, colour, creed, disability, ethnic origin, marital/parental status, gender or sexual orientation.

1.2.2 In furtherance of the foregoing, the parties are committed to the extension of existing boundaries, by the promotion of non-traditional casting and integrated casting.

1.3 Variation

It is recognised that there are many different kinds of productions at different times of the year, e.g. shows that have an unconventional performance schedule such as children's theatre companies, where a Manager and Equity may seek with good reason small variations to the Commercial Theatre Agreement. Any such variation must be agreed in advance by the Manager, Equity and UK Theatre and documented and signed by all parties.

2 TERMS OF ENGAGEMENT

2.1 2.1.1 The Manager shall not engage any Artist to work under the scope of this Agreement unless:

- Such engagement complies with the terms of this clause, 2.1 and
- A Contract approved by The Theatre Council is issued by the Manager specifying terms and conditions.

2.1.2 UK Theatre agrees that it shall be the policy of Managers, insofar as it is reasonable and practicable, to offer engagements subject to this Agreement to experienced professional performers. In the event that performers with no previous experience are engaged, the Manager shall inform Equity of the engagement as soon as practicable.

2.2 Auditions

No Manager shall arrange auditions such that any subsequent offer of an engagement is conditional upon the Artist signing to a third party agent's rights and the right to claim agent's commission therefrom, for this engagement and/or any subsequent engagement.

2.3 Juveniles

Persons under 16 years of age, known as Juveniles, shall not be used to replace the engagement of professional performers and in particular professional dancers. Any person over the age of 16 shall be engaged under the terms and conditions of this Agreement. In the case of persons under 16 used as chorus, at least the same number of adult chorus members shall be engaged, irrespective of the number of professional performers in the company as a whole.

2.4 Supernumeraries

A supernumerary shall be a person who appears as a background Artist, who is not engaged to engage specific singing or dancing skills and who does not speak individual lines. He/she shall be rehearsed not more than once and shall attend technical and dress rehearsals as required. His/her role must be capable of being taken by another person at very short notice. Before supernumeraries are engaged, the Manager shall inform Equity.

2.5 Understudies

The Manager undertakes to use all reasonable endeavours to ensure that the understudy arrangements are in place as soon as possible.

2.6 Equity Business

The Manager shall co-operate with Equity in making arrangements for meetings of Equity members at reasonable times and for reasonable durations. The Manager shall allow a Company meeting of no more than half an hour to be held in working time during the rehearsal period. Equity shall be furnished with a complete cast list and schedule of performances prior to the rehearsals starting.

2.7 Duration Of Agreement

This Agreement shall commence on 6 April 2015 and shall subsist until terminated on or after 7 April 2019 by either party giving to the other not less than 6 calendar months prior written notice, accompanied by detailed proposals for its revision.

2.8 Implementation

All provisions set out in the Contract shall take effect from 6 April 2015 for all contracts then subsisting or entered into on or after that date, except that only the minimum rates of pay shall take effect from that date for Contracts then subsisting.

2.9 Financial Provisions

The financial provisions set out for April 2015 to April 2019 are set out in Appendix 8.

2.10 Rehearsal Time And Staffing Levels

The Manager shall ensure that there is sufficient rehearsal time for all Artists to deliver a professional production. The Manager shall ensure that there are proper levels of cover for all roles and that where understudies are engaged for the production they have sufficient and proper time and opportunity to rehearse. The Manager shall also ensure that there are sufficient numbers of stage management free from other duties to run the production properly and safely. Where flying is required the Manager shall ensure that appropriate arrangements are in place to ensure the safety of all those involved.

2.11 Buy-outs

A buy-out represents the pre-payment of overtime and/or additional payments due under the Agreement, paid on an average over the engagement. If the Artist is engaged on a buy-out basis then the overall weekly salary of the Contract shall be not less than the applicable minimum specified in Clause 6 plus any payments for additional items such as those referred to in Clauses 5, 6, and 8 of the Contract (excluding fares which are set out in this Agreement). The Manager shall mark on the Contract those additional items to be included in the calculation of the buy-out salary and provide with the Contract confirmation of the Artist's salary excluding any additional items.

3 DATES

3.1 Variation of dates

The dates entered in the Contract between a Manager and the Artist may be varied by the Manager by not more than one week in either direction provided that the Manager gives at least eight weeks' prior written notice.

3.2 Weeks Out

Where the Artist has been engaged for a tour, the Manager may by giving at least 4 weeks' notice suspend the Artist's Contract for up to one week out for each complete set of five weeks that the Artist has worked. During these weeks the Artist shall receive the relevant minimum performance salary and agrees to remain available for work. If the Manager does require the Artist's services during a week out either to perform or rehearse, then the Manager shall give the Artist as much notice of such calls as is practical and shall top up the Artist's payment to the Artist's basic performance salary on a pro-rata basis for each day the Artist is called to work.

3.3 Christmas Break

The Manager may declare to the Artist before the Contract is signed that there will be a break in the production over the Christmas period for which the Artist will not be paid. The Artist shall be free to seek alternative work for the duration of the break unless the Manager agrees to pay the Artist a retainer for the period of the Christmas break.

3.4 Termination

The dates of the period of engagement as entered on the Artist's Contract are subject to the Manager giving the Artist not less than two weeks' notice of the termination date of the Contract.

4 FAILURE TO PRODUCE

If the Manager cancels the production(s) before the opening night, the Manager shall pay the Artist any outstanding basic rehearsal salary and other sums due and three weeks basic performance salary subject to the Ceiling Salary as set out in Clause 6.5.10.

If the Manager informs the Artist of the cancellation more than four weeks before the date of the Artist's first rehearsal the sums above shall reduce to any outstanding basic rehearsal salary and other sums due and two week's basic performance salary, again subject to the Ceiling Salary. The payment of such sums is in full and final settlement of all claims that the Artist may have against the Manager under the Contract. The Artist does however have a responsibility to try to find alternative work and if he/she does succeed in doing so then the Manager's liability shall be reduced by any sums that the Artist earns during the period that he/she would have been working for the Manager.

5 **FORCE MAJEURE**

If at any time the Manager's business is interrupted by royal demise, national mourning, war, fire, strikes, lockouts, order of a licensing or public authority or any other cause beyond the Manager's reasonable control then, unless the Manager suffers no financial loss as a result, no salary or other payments shall be due to the Artist under the Contract in respect of performances affected.

6 **WORK AND SALARY**

6.1 **Exclusivity**

The Contract between the Artist and the Manager is exclusive. The Artist agrees that during the Contract he/she shall not, whether or not it conflicts with the Manager's calls, work for anyone else as a performer/stage manager without the Manager's prior written permission, which shall not be unreasonably withheld.

The Artist declares that at the date of the Contract, he/she has no other Contract or agreement that prevents him/her from fulfilling the Contract.

6.2 **Movement Of Scenery**

The Artist's basic performance salary includes any reasonable movement of scenery or props if this is in the artistic interests of the production.

6.3 **Duties On Stage In Costume**

The Stage Manager may be required to undertake his/her stage management duties on stage in costume and/or blacks and shall be provided with any make-up requested.

6.4 **Definitions of Salaries**

6.4.1 **Ceiling Salary And Overtime Rates**

The Ceiling Salary is the rate as set out in Clause 6.5.10.

6.4.2 **Basic Rehearsal Salary**

The Artist's Basic Rehearsal Salary (subject to the minimum determined by clause 6.4.4 below) is the amount listed in Clause 4 of the Contract exclusive of any allowances as defined in Clause 9 'Other Allowances of the Agreement'.

6.4.3 **Basic Performance Salary**

The Artist's Basic Performance Salary (subject to the minimum determined by clause 6.4.4 below) is the amount listed in Clause 4 of the Contract exclusive of any additional responsibility payments as defined below and allowances as defined in Clause 9 of the agreement: 'Other Allowances'.

6.4 **Salary Tiers**

6.4.4.1 The tiers which determine the applicable minimum Rehearsal Salary and minimum Performance Salary are:

Tier	Seats on sale for each performance at the venue
Tier A*	1,500 seats or more
Tier A	500 to 1,499 seats
Tier B	250 to 499 seats
Tier C	Up to 249 seats

6.4.4.2 If the Contract is to perform at more than one venue, one Tier applies to the whole Contract and is determined by assessing the Tier which applies to the majority of the performing weeks known at the time of Contract, save that for any Contract to have Tier A* as its applicable Tier at least 60% of the known performing weeks must be at venues with 1,500 or more seats on sale for each performance.

6.4.5 The minimum salary specified in this clause 6.4 covers the fulfilment of one position under the Agreement. Such positions are Performer, Assistant Stage Manager, Deputy Stage Manager, Stage Manager, Company & Stage Manager, Acting-ASM. An Artist who is contracted to take on additional duties should be paid an additional rate, in line with those specified in the Agreement.

6.5 **Minimum Salaries**

6.5.1 **Minimum Rehearsal And Performance Salaries For Performers And Assistant Stage Managers**

6.5.1.1 The minimum performance salary is dependent on whether the engagement is for up to 8 performances a week or up to 12 performances a week and whether there is a Sunday performance(s) scheduled in a Christmas show.

6.5.1.2 The rehearsal salary may be paid during the rehearsal period regardless of whether there are 8 or 12 performances a week or whether the show is a Christmas show.

6.5.1.3 The minimum rehearsal and performance salaries for Performers and Assistant Stage Managers are as set out in Appendix 8

6.5.2 **Minimum Rehearsal And Performance Salaries For Deputy Stage Managers, Stage Managers And Company & Stage Managers**

6.5.2.1 The minimum performance salary is dependent on whether the engagement is for up to 8 performances a week or up to 12 performances a week and whether there is a Sunday performance(s) scheduled in a Christmas show.

6.5.2.2 The rehearsal salary may be paid during the rehearsal period regardless of whether there are 8 or 12 performances a week or whether the show is a Christmas show.

6.5.2.3 The minimum rehearsal and performance salaries for Deputy Stage Managers, Stage Managers and Company & Stage Managers are set at 25%, 40% and 50% respectively above the minimum rehearsal and performance salaries for Performers and Assistant Stage Managers as set out in Appendix 8.

6.5.3 Christmas Shows with Sunday Performances

The minimum salaries as set out in clauses 6.5.1 and 6.5.2 for Performers and Stage Management shall be increased by 1/12 (one-twelfth) for any week(s) in which a Sunday performance(s) is scheduled.

6.5.4 Split Weeks

6.5.4.1 A split week at the beginning or end of the engagement shall be paid for on a pro-rata basis based on a six-day working week.

6.5.4.2 Any split week between the rehearsal period and the first paid performance shall be pro-rated between the basic rehearsal salary and the basic performance salary based on the number of days worked. In the event that the number of performances given in such a split week exceeds the number of performances the Artist has been contracted for each week, then such additional performance(s) shall be paid as an additional one-eighth of the Artist's basic performance salary.

6.5.5 Chorus

Chorus means performance roles that are substantially similar to those undertaken by a number of other performers. The Chorus is covered by swings. Where a part is substantially different from others it is a role and is covered by an understudy.

6.5.6 Responsibility Payments – Dance Captain, Swing And Flying

A senior member of the Chorus, or any other Artist who may be required to take or oversee rehearsals, warm ups or classes and who is usually known as the 'Dance Captain' shall receive a negotiable sum per week of not less than £ specified in Appendix 10 in addition to the basic rehearsal and performance salary set out in his/her Contract. The Dance Captain shall be responsible for the appearance and grooming of the Chorus under the Dance Captain's control, as required by the Manager. The Dance Captain shall not be responsible for payment of the Artists' salaries.

An Artist engaged as a Swing shall be paid a negotiable sum per week of not less than £ specified in Appendix 10 in addition to the basic rehearsal and performance salary set out in his/her Contract.

Unless specifically engaged for the purpose, an Artist shall have the right to refuse to be lifted for 'Flying'. An Artist engaged in 'Flying' work shall be paid a negotiable sum per week of not less than £ specified in Appendix 10 in addition to the basic rehearsal and performance salary set out in his/her Contract.

6.5.7 Understudying

An Artist who is engaged to perform and understudy shall not be required to understudy an unreasonable number of roles. Understudying can either be of specific roles, or of the line of roles normally performed by one performer. There is an understudy responsibility payment of not less than £ specified in Appendix 10 per role per week.

6.5.8 Walking Understudy And Swing

A Walking Understudy may be required to understudy up to three roles. Any extra roles which the Artist is required to understudy shall entitle him/her to the understudy responsibility payment of not less than £ specified in Appendix 8 per role per week. An Artist engaged solely to play as swing may only cover those roles played by people engaged as chorus, the minimum additional weekly payment is £ not less than specified in Appendix 10.

6.5.9 Understudy Performance Payments

The understudy performance payment is £ not less than specified in Appendix 10 per performance. Each week the total performance payments for a given role cannot be more than £ specified in Appendix 10 unless the performer who is understudied has a basic performance salary which is more than £ specified in Appendix 10 above the combined basic performance salary and weekly responsibility payment for that role of the Artist understudying. In which case the total performance payments cannot exceed the sum earned by the Artist being understudied.

If the Company Manager tells the Artist that he/she shall be performing as an understudy and the person playing that role subsequently arrives and the Artist therefore does not perform, the Manager shall pay the understudy, 1/2 (half) of his/her performance fee and deduct that amount from the performer who was late.

For understudy provisions relating to Actor-Musicians see clause 7.4, 7.5 and 7.6.

6.5.10 Ceiling Salary And Overtime Rate

From the date of the Artist's first paid performance all additional entitlements (except Holiday Pay) or deductions shall be based on his/her basic performance salary or £ not less than specified in Appendix 10 whichever is the lower. Throughout the Contract this is called the Ceiling Salary. The single time overtime rate shall be 1/46 (one forty-sixth) £ not less than specified in Appendix 8 of this Ceiling Salary. This is called the Overtime Rate.

6.5.11 Payment Provisions

6.5.11.1 Payment shall be made on a weekly basis to reach the Artist by no later than noon on a Friday. Unless otherwise agreed payment shall be by cheque or bank transfer but the Manager shall not pay the Artist in cash or arrange cheque-cashing facilities. Basic rehearsal and performance salary and any living away allowance shall be paid within the week for which it is due. All additional payments shall be made in the following week. All travel expenses and fares shall be paid before the day of travel. All payments are subject to any relevant statutory deductions.

6.5.11.2 If the Artist is registered for VAT he/she must submit an invoice for VAT on his/her services to the Manager within 30 days of the end of the Week in which the services were provided in order to receive payment of his/her VAT invoice. If the Artist complies with this clause the Manager shall make payment within 30 days of receipt of the VAT invoice.

6.5.12 Pensions

Choice of Pension Scheme

The Artist shall be given the choice of contributing towards the Equity Pension Scheme or an auto-enrolment scheme of the Manager's choosing. The information and the two choices must be given to the Artist on Day 1 of the engagement and the Artist must give their pre-existing Equity pension scheme number to the Manager in order to continue to qualify for the uplifted amounts.

Amount of Pension Scheme contributions

Pension contributions differ depending on the scheme chosen:

Under an auto-enrolment scheme, the statutory percentage contributions apply:

Date	Total Minimum Contribution	Employer Total Minimum Contribution
Before 05/04/18	2% (inc. minimum 1% staff contribution)	1%
06/04/18 - 05/04/19	5% (inc. minimum 3% staff contribution)	2%
06/04/19	8% (inc. minimum 5% staff contribution)	3%

Under the Equity Pension Scheme, the Manager shall contribute 5% of the Artist's weekly basic rehearsal and basic performance salaries up to a ceiling of 1.5 times the relevant rehearsal or performance minimum. The Artist shall contribute at least 2.5%.

Mechanics

Pension contributions in both cases are deducted weekly at source by the Manager and a statement of the contributions made is to be included on the Artist's pay slip.

Equity pension scheme contributions should be remitted on a monthly basis to First Act Insurance, Simpson House, 6 Cherry Orchard Road, Croydon, Surrey CR9 5BB with the cheque payable to 'Aviva'. As contributions include those deducted for the Artist, they must by law, be paid over no later than the 19th of the following month.

6.5.13 Holiday Pay

The Artist shall be entitled to holiday in accordance with Clause 11 'Holidays'. Each week of holiday shall be paid at the rate of average weekly salary, which means the Artist's basic rehearsal salary or basic performance salary (as applicable) plus any additional payments made in accordance with the Artist's Contract, averaged over the previous twelve weeks (or the number of weeks of the engagement to date if shorter). The calculation shall be made immediately prior to the date to which the holiday pay will apply. If the Artist receives no salary, or less than basic salary due to authorised leave, in one or more of those twelve weeks, the salary earned in the relevant number of weeks immediately prior to the twelve-week period is to be taken into account. Examples of authorised leave include illness or injury, annual holiday and leave under clauses 13.1 to 13.6, subject to the Artist complying with the applicable procedures for taking such leave.

7 ACTOR-MUSICIANS

7.1 Definition

An Artist who performs and plays one or more musical instruments during a substantial part of the Performance should be engaged under the following Actor-Musician provisions.

7.2 Rehearsal Salary

The Minimum Rehearsal Salary for an Actor-Musician shall be equal to the sum of 50% of the Basic Performer Rehearsal Salary of the applicable Tier added to 50% of the 'Minimum Weekly Salary' under the prevailing UKT/Musicians Union (MU) Agreement.

7.3 Performance Salary (See clause 7.6 for minimum rates applicable for Actor-Musician Walking Understudies)

7.3.1 Actor-Musician playing 1 or up to 2 instruments

The Minimum Performance Salary for an Actor-Musician shall be equal to the 'Minimum Weekly Salary' under the prevailing UKT/MU Agreement.

7.3.2 Actor-Musician playing 3 or more instruments

The Minimum Performance Salary shall be equal to the 'Minimum Weekly Trebling Salary' under the prevailing UKT/MU Agreement. There is no limit on the number of instruments an Actor-Musician engaged on this Minimum may play.

7.4 Understudying – where an Artist is engaged as an Actor and as Cover for an Actor-Musician

7.4.1 For each Role understudied not falling under clause 7.6 the Understudy shall receive an Understudy Responsibility Payment of not less than £22.00 per week.

7.4.2 For each Performance the Understudy gives as an Actor-Musician Role the Understudy Performance Payment shall be not less than the difference between the Understudy's Basic Salary pro-rated for the Artist's Performance Schedule and the relevant Minimum Performance Salary for an Actor-Musician prorated for the number of Performances being given in the week that the understudy performance takes place.

7.4.3 Where the Understudy giving a Performance as an Actor-Musician shares with other Artist(s) any element(s) of the instrument-playing of the Role being understudied, the Understudy Payment in 7.4.1 or 7.4.2 will be shared equally among such Artists.

7.5 Understudying – where an Artist is engaged as an Actor-Musician and as Understudy for an Actor-Musician

7.5.1 There is a shared understanding between the Manager and the Artist that a certain amount of self-covering of instrument playing is implicit within the engagement of Actor-Musicians. No Understudy Responsibility or Understudy Performance payments are due for incidental or minor covering of Actor-Musicians by Actor-Musicians.

7.5.2 For the Understudying of Role(s) not falling under clause 7.6 the provisions of clause 6.5.7 apply.

7.6 **Actor-Musician Walking Understudies**

7.6.1 The Minimum Performance Salary for an Artist engaged as an Actor-Musician Walking Understudy shall be the Basic Performer Performance Salary of the applicable Tier plus 5%, as specified in Appendix 9. An Actor-Musician Walking Understudy may be required to understudy up to three roles. Any extra roles which the Artist is required to understudy shall entitle the Artist to the Understudy Responsibility Payment of not less than £ specified in Appendix 10 per role per week.

7.6.2 The Actor-Musician Walking Understudy Performance Payment shall be not less than the difference between the Understudy's Basic Salary pro-rated for the Artist's Performance Schedule and the relevant Minimum Performance Salary for an Actor-Musician pro-rated for the number of Performances being given in the week that the understudy performance takes place.

7.7 **Instrument Use**

7.7.1 Either the Manager will provide the Actor-Musician with instrument(s) to use in the Production (such instrument(s) to be in good working order) or with the Manager's approval the Actor-Musician may use his/her own.

7.7.2 If with the Manager's approval the Actor-Musician will be using his/her own instrument(s) the following shall apply:

7.7.2.1 The Actor-Musician's instrument(s) must be in good working order at the beginning of the engagement. The Manager may require the Actor-Musician to complete a check-sheet at the start of the engagement to ascertain the condition of the instrument(s).

7.7.2.2 The Manager will replace or, with prior approval of the expenditure, reimburse the Actor-Musician for any consumables necessary for the run of the Production (eg reeds or strings).

7.7.2.3 The Manager will be responsible for paying the costs of any repair needed to be made to the Actor-Musician's instrument(s) where damage or breakage was incurred during the course of the instrument being used in the Production.

7.7.2.4 If the Production undertakes a tour the Manager will be responsible for insuring the Actor-Musician's instrument(s) when being transported under the Manager's control.

7.7.2.5 The Manager will be responsible for insuring the Actor-Musician's instrument(s) at the rehearsal room, performing theatre, any place of work determined by the manager, and when being stored under the responsibility of the Manager.

7.8 **Transportation of instruments**

At the beginning and end of the engagement, the Manager will make a payment to the Artist in line with the portage provisions of the prevailing UKT/MU Agreement.

7.9 **'Best Practice' conditions**

7.9.1 The Manager will endeavour to ensure the Actor-Musician receives adequate music call(s) to learn / rehearse the music.

7.9.2 The Manager will endeavour to undertake reasonable measures to ensure the physical wellbeing of the Actor-Musician, including any Actor-Musician who is performing with heavy and/or awkward instruments. Where necessary and preapproved by the Manager this may include the use of physiotherapy.

8 **PLACE OF WORK**

8.1 **The Normal Place Of Work**

Where an engagement is principally at a single venue, the Artist agrees to take part in a short tour either immediately before or after the run at that venue provided that the total length of the tour(s) does not exceed four weeks.

8.2 **Itinerary And Digs List**

At the time of signing the contract the Manager shall provide the Artist with an itinerary.

The Manager shall keep the Artist informed as soon as practical of all changes to the itinerary and the Artist acknowledges that all such information is subject to change. The Manager shall also use his/her best endeavours to provide the Artist with an up to date digs lists for all venues.

8.3 **Schedule**

At the time of signing the contract the Manager shall provide the Artist with a performance schedule. The Manager shall keep the Artist informed as soon as practical of all changes to the schedule and the Artist acknowledges that all such information is subject to change.

8.4 **Touring Overseas**

In the event that the production is toured overseas the manager shall adhere to the terms and conditions set out in the current UK Theatre/Equity Agreement for overseas touring¹.

9 **OTHER ALLOWANCES**

9.1 All distances are based on the most practical normal travelling distance. In the event of any dispute over distances the AA's website Route Planner shall be used to reach a decision, with its shortest route by mileage being the applicable route.

9.2 The Artist's home address is that at the top of his/her Contract. The temporary address is where the Artist may be staying from time to time during his/her Contract with the Manager. Unless agreed otherwise in writing, the Artist agrees to move to temporary accommodation within ten miles of the venue.

9.3 **Living Away Allowances**

If the Artist's home address is more than twenty-five miles from a given venue (such expression to include rehearsal rooms during the rehearsal period) where he/she is required to work, the Artist shall receive a living away allowance as follows. In each case the allowance should be not less than the minimum allowance rate specified in Appendix 10.

9.3.1 **Subsistence Allowance**

9.3.1.1 Payable during rehearsal weeks.

9.3.1.2 Payable for performance weeks where the engagement is to perform the Production at one venue only.

¹ Downloadable from www.uktheatre.org

9.3.2 **Weekly Touring Allowance**

Payable for performance weeks where the engagement is to perform the Production at more than one venue.

9.3.3 **Daily Touring Allowance**

Payable in any performance week(s) where the engagement is to perform at more than one venue in a week. Payable up to a maximum of six days in any one week.

9.3.4 **Dublin Allowance**

A Dublin Allowance is payable for tours to Dublin in place of UK Theatre Touring Allowance.

For commercial companies only, when performing outside of Dublin, an outside of Dublin rate of 85% of the Dublin allowance rate will apply.

A reduced allowance will be payable if facilities are provided by the Manager.

The provision of facilities is at the sole discretion of the Manager.

Facilities provided	Dublin Allowance (Per-diem)
None – neither accommodation nor meals	Full Amount €75
Accommodation but no meals	1/2 € 37.50
Accommodation and breakfast	1/3 € 25.00
Accommodation and two meals	1/6 € 12.50
Accommodation and three meals	No payment

INSURANCE

(a) The Manager at his expense shall take out insurance to cover the Artist against any loss and/or damage arising during the Artist's engagement not caused or substantially contributed to by the negligence or wrongful acts or omission of the Artist or otherwise contrary to the provisions of such cover at the following rates:

- (i) Baggage and Personal Effects £1,000 in respect of all such losses and/or damage with a maximum of £200 in respect of any one item
- (ii) Cash
£200 in respect of loss of cash
- (iii) Loss of Life
£25,000 for loss of life or permanent loss of use of a limb or eye
- (iv) Permanent Total Disablement
£25,000 for permanent total disablement

(b) If Equity so requests the Manager shall provide Equity with details of such insurance cover and a copy of his Employers Liability

9.4 **Fares**

Wherever the Manager is responsible for the cost of the Artist's transport, the Manager shall at his/her discretion either supply the transport or pay the Artist the sum that it would have cost to transport the Artist.

Money given for journeys should be separately itemised so that Artists can identify how much each journey is expected to cost.

The Manager shall use all reasonable endeavours to ensure the Artist shall be informed of the methods of transport before the end of the first week of rehearsal, and the Artist agrees to travel by whatever reasonable means of transportation the Manager provides. If there is any form of transport that the Artist is not prepared to use, then he/she must have let the Manager know this at the time of signing the Contract.

The Manager shall ensure that company vehicles shall be maintained in a fully safe, roadworthy and lawful condition and are comprehensively insured.

9.4.1 **Travelling Separately from the Company**

If the Artist wants to travel separately from company travel organised by the Manager, he/she must have the Manager's prior permission to do so, which permission shall not be unreasonably refused. However if the Artist is an understudy he/she may not travel with a person who he/she is understudying.

9.4.2 **Payment In Lieu Of Transport**

Payment in lieu of transport shall be based on standard class rail travel subject to any discounts or concessions including season ticket rates available for purchase at the time the payment in lieu of transport is made to the Artist. The Artist accepts that, where the Manager has organised discounted rates this may be less than the equivalent standard fare.

The Manager acknowledges that discounted rail fares have a limited availability. If the Artist cannot purchase the rail fare at the rate quoted by the Manager, then the Manager shall reimburse to the Artist the balance on presentation of a receipt.

Reimbursement to the Artist shall be made no later than the payday immediately proceeding the day of travel, subject to any possible statutory deductions that might be applicable.

If the Manager has agreed to the Artist travelling separately but has organised travelling as a group of a certain size and so makes no saving from the Artist's not travelling with the Manager's group then, provided that the Artist's space to travel with the Manager remains free, the Manager shall not make any payment to the Artist.

9.4.3 **Use Of The Artist's Vehicle**

If the Manager asks or agrees to the Artist using his/her own vehicle for the Manager's business – as distinct from the Artist electing to use it to travel from venue to venue – then the Manager shall if necessary upgrade the Artist's insurance to comprehensive Class 1 and pay the Artist a mileage allowance of 48 pence per mile.

9.4.4 **At The Beginning And End Of A Contract**

If the Artist's home address is more than twenty-five miles from the first and/or last venue, the Manager shall be responsible for the cost of the Artist's travel including reasonable personal luggage from and/or to the Artist's home address by the most practical route. The travel cost paid to the Artist shall be equivalent to the cheapest standard rail travel (including discounts or concessions as in clause 9.4.2 above).

At the start of the Contract this shall be paid on the first pay day. At the end of the Contract this shall be paid no later than the final pay day.

9.4.5 **During The Contract**

If the Artist's home address is between fifteen and twenty five miles from a given venue where the Manager requires the Artist to work, the Manager shall pay the Artist's fares between the Artist's home address and the venue.

When the Manager requires the Artist to move from venue to venue during the Contract the Manager shall be responsible for the cost of the Artist's travel including reasonable personal luggage.

9.4.6 **When The Artist's Normal Public Transport Is Unavailable**

If the Artist can normally reach his/her temporary address by public transport and this is unavailable leaving the Artist unable to get to and/or from there, the Manager shall pay the reasonable cost of the Artist's transport up to a maximum of twenty-five miles.

9.4.7 **Fares For Holidays And Weeks Out**

When the Artist takes holiday or there is a week out, the Manager shall be responsible for the cost of the Artist's travel including reasonable personal luggage from the venue to the Artist's home address and back to the venue.

10 HOURS OF WORK

Normal Hours

10.1 **Basic Hours**

10.1.1 For the purpose of calculating the Artist's earnings, the working week shall be deemed to run from Monday to Sunday.

10.1.2 The working week shall comprise a maximum of 46 hours between 8.30 a.m. and 11.30 p.m.

10.1.3 The working week shall continue over any six days on which the Artist is called for work with an overnight gap of at least eleven hours.

10.1.4 The Artist agrees to work additional hours at the Manager's request subject to additional overtime payment.

10.1.5 Local travel from the Artist's home address or the Artist's temporary accommodation to his/her place of work shall not count as working time.

10.1.6 All attendance at calls made by the Manager including travel, performances, rehearsals, fittings, photographs, press, publicity and recording calls shall count as hours worked. Where the call to travel to the designated opening venue exceeds two hours then the first two hours shall not count as hours worked.

10.1.7 In the event of any dispute over travel time by road the AA's website Route Planner shall be used to reach a decision, with its shortest route by mileage being the applicable route.

10.1.8 In calculating the length of a performance or rehearsal in full costume and make-up, the "halfhour" and fifteen minutes after curtain down shall be included.

10.2 Nominate Rest Day(s)

10.2.1 **Payment For Breaching Nominated Rest Days**

The Artist is entitled to two days free of all calls in every distinct fourteen day period of his/her engagement. If the Artist is required to work more than twelve days in any such distinct fourteen day period and does not receive his/her entitlement to a nominated rest day(s), he/she shall receive additional payment for each such day as follows:

- During rehearsals work on a nominated rest day shall be paid at double time subject to a minimum four-hour call, even if the period of work is less than four hours.
- For any performance called on a nominated rest day the Artist shall be paid an extra 1/8th (one-eighth) of his/her basic performance salary.
- In no circumstances shall an Artist be required to work more than 12 (twelve) consecutive days.

10.2.2 **Public Holidays**

- Public Holidays shall be considered a normal working day or a nominated rest day for the purposes of this clause, unless the Public Holiday(s) has been nominated as part of the Artist's annual holiday entitlement in line with clause 11.2.

10.2.3 **Compensatory Rest**

- Where there is a breach of the overnight break the Artist shall be given an equivalent period of compensatory rest within four weeks. Where there is a breach of the seventh day break, the Artist shall be given the equivalent period of compensatory rest within eight weeks. Overtime payments are made in addition to compensatory rest.
- The reference period for the calculation of average working time of 48 hours per week as laid down in the Working Time Regulations 1998 shall be 52 weeks or the actual period of engagement, if less.

10.3 Number Of Performances/Flexible Scheduling Over Christmas

10.3.1 **Number Of Performances**

Any performances above the number for which the Artist has been contracted shall be paid for as an additional one-eighth of the Artist's basic performance salary. The Artist must be given reasonable notice, which in any event shall be not less than 48 hours, of any additional performance(s).

The pattern of performances may change within any one week, but once the Artist has given his/her first paid performance the Manager shall not reduce the Artist's basic performance salary if less than the above numbers of performances are given.

A third performance on one day of the week in a 12 performance week may be scheduled provided that the running time of the performance does not exceed 2 hours and there is at least a 30 minute break free of all calls between each of the three performances.

10.3.2 Flexible Scheduling Over Christmas

10.3.2.1 Following Press Night the Manager may, by giving not less than eight weeks' notice of the start of the three weeks, re-schedule 3 weeks' worth of performances provided that not more than 11/4 weeks' worth of performances may be given in one Week and that, subject to clause 10.3.2.3, no alteration shall be made to the Artist's salary as a result of such re-scheduling.

10.3.2.2 If performances are so re-scheduled then no rehearsals shall take place in the week in which the maximum number of performances are given except in an emergency.

10.3.2.3 For each scheduled performance less than 3 weeks' worth of performances within these 3 weeks, a Manager may cap the salary of the Artist's per performance salary at £225.00.

10.4 Breaks

During rehearsal periods the Artist shall be allowed to take a fifteen-minute break within any continuous period of three hours work and a one-hour break after a period of five hours work. Except that when it has been mutually agreed otherwise, between a rehearsal and a performance there shall be a one-hour break before the "half hour" call and between two performances a one-hour break between curtain down and curtain up.

During Get Ins and Get Outs Stage Management will be allowed to take a fifteen-minute break within any continuous period of three hours work and a one-hour break after a period of five hours work.

It is the Manager's responsibility to ensure that the Artist takes these breaks, but the guidelines above are indicative rather than firm. The Artist accepts that because of the nature of the work it is not always possible to take the breaks at exactly these times. Compensation by way of overtime should only be applicable when the Artist does not receive his/her full break or if a break is substantially late.

10.5 Overtime

The Manager shall pay the Artist overtime in units of fifteen minutes at double time on the Artist's Overtime Rate for any work that the Manager requires the Artist to carry out above forty-six hours over any six days; for any missed breaks; for any work on a seventh consecutive day; for any breach of the eleven hour overnight break or for time worked over and above normal working hours on filming an Electronic Press Kit.

10.6 Notice of Calls

During weeks of performance the Manager shall normally give at least 48 hours' (excluding the Nominated Rest Day) notice of a call. Such notice provisions do not apply in an emergency or if a member of the original creative team (or one of their non-resident associates) either makes an unannounced visit or is required to call artists unexpectedly as a result of a planned visit.

11 HOLIDAYS

11.1 Annual Holiday

11.1.1 Entitlement

11.1.1.1 The Artist is entitled to 28 days' holiday with pay in each complete year of work. Entitlement for part-years and for part weeks worked at the

beginning or end of an engagement will be calculated pro rata. The annual entitlement runs from the date of the first rehearsal.

11.1.1.2 Holiday entitlement does not accrue in respect of any unpaid Christmas break under Clause 3.3.

11.1.1.3 The Manager may choose to count any Public Holiday on which the Artist is not called for work as a day of the Artist's holiday entitlement, provided the Artist is paid for any such day and it is not a Nominated Rest Day.

11.1.2 Timing

11.1.2.1 Holiday must be arranged mutually between the Manager and the Artist, save that the Manager may, by giving at least 4 weeks' prior notice specify when holiday is to be taken. Holiday must be taken in units of at least one week (ie 6 days) or, where the Artist's holiday entitlement is less than one week, in one unit.

11.1.2.2 In the event that the Artist takes holiday before it has accrued and the Artist's Contract does not subsist long enough for it to accrue, the Manager shall be entitled to deduct the overpayment of holiday pay from the Artist's Salary payments.

11.1.2.3 In the event of an Artist's contract being terminated by virtue of the Manager cancelling the tour, the Artist's holiday entitlement will be as for the length of the confirmed tour schedule as was current 8 weeks before the cancellation.

11.1.3 Unused Holiday

11.1.3.1 A maximum of 4 days' holiday may be carried over from one year to the next and must be used within that second year.

11.1.3.2 The Manager shall pay the Artist in lieu of any accrued but undertaken holiday entitlement at the end of the engagement. Holiday entitlement may not otherwise be replaced by payment in lieu.

11.1.3.3 Any payment in lieu of holiday shall be calculated by multiplying the fraction of the year worked by the Artist's annual entitlement and subtracting any holiday already taken.

11.1.4 Payment

Holiday pay or pay in lieu of holiday shall be paid at the rate of average weekly salary as defined in Clause 6.5.13 Holiday Pay.

11.2 Public Holidays

11.2.1 Definition

In this Agreement, "Public Holiday" means bank and public holidays in England and Wales, except where the engagement takes place entirely within Scotland or Northern Ireland, in which case it shall mean the bank and public holidays in the country concerned. Where a lieu day is declared by the relevant government, that day shall be treated as the Public Holiday.

11.2.2 **Work On Public Holidays**

The Manager shall be entitled to require the Artist to rehearse or perform on any Public Holiday. The Manager shall, however, use his/her reasonable endeavours to ensure that rehearsals for a production which is being performed on that day shall only take place in an emergency.

In addition to hours worked on a Public Holiday counting towards the Artist's weekly total, the Manager shall pay the Artist overtime in units of fifteen minutes at time and a half on his/her Overtime Rate for all hours worked.

12 ABSENCE

12.1 **Notification**

If the Artist is unable to attend rehearsals or performances, he/she must let the Manager know as soon as possible in order for proper notice to be given to Artists who shall cover. The Artist should let the Manager know each day of a continued absence unless the Manager already knows how long the Artist shall be absent. The Artist must also inform the Manager where he/she shall be able to contact the Artist during the absence.

12.2 **Illness And Injury**

12.2.1 **Certificates**

As soon as practicable the Artist should provide the Manager with a self-certificate form indicating the nature of illness or injury and the likely date of his/her return and with a copy of the doctor's certificate if deemed necessary by the Manager. If the absence is for longer than seven days, the Artist must provide the Manager with a doctor's certificate. If at any time the Manager wants the Artist to see a doctor, then provided that the Manager pays the costs, the Artist agrees to be examined by them.

12.2.2 **Payment During Absence – Initial Rehearsals**

If the Artist is absent from work in the rehearsal period as a result of illness or injury and provided that he/she has followed the procedure above the Manager shall continue to pay the Artist at 1/6 (one-sixth) of their basic rehearsal salary (capped at one-sixth of the Artist's Ceiling Salary) for each day of absence.

This rate shall be payable for a maximum of 24 days (four weeks) of absence in each twelve-month period running from the date of the Artist's first rehearsal. If the Artist reaches the maximum number of days of absence, then the right to terminate as set out below shall apply.

In no event however shall the Artist be entitled to more weeks of paid absence than the number of weeks for which he/she has been employed, excluding any weeks of absence.

12.2.3 **Payment During Absence – Performance**

If the Artist is absent from work after their first paid performance as a result of illness or injury and provided he/she has followed the procedure above, the Artist shall continue to be paid on a pro-rata basis of their basic performance salary (capped at pro-rata of the Artist's Ceiling Salary) for each performance missed.

This rate shall be payable for a maximum of 24 days (four weeks) of absence in each twelve-month period running from the date of the Artist's first rehearsal. If the Artist reaches the maximum number of days, the right to terminate the Contract as set out below can be exercised. However, any absence payments made during the rehearsal periods for illness or injury will be deducted from the total allowances.

In the exceptional circumstance when as the Artist is too ill to attend some of the calls in a day, but well enough to attend others, he/she shall be paid a combination of full pay and illness pay. This shall be proportional to the calls that the Artist did attend in relation to those for which he/she was called, calculated in units of fifteen minutes.

12.2.4 **Ongoing Absence**

In the event that the Artist is absent from work as a result of illness or injury for more than the 24 (twenty four) days for which payment is made as above, the Manager may either continue to pay the Artist's basic performance salary or give the Artist written notice of the termination of his/her Contract. In the event that the Manager does not terminate the Artist's Contract, the Manager shall continue to pay to the Artist his/her basic performance salary, without prejudice to the Manager's right to terminate the Artist's Contract, should absence through illness or injury continue.

12.2.5 **Statutory Sick Pay (SSP)**

The payments described above in relation to absence from rehearsals and performances due to illness or injury shall be deemed to be inclusive of any SSP that the Artist may be entitled to receive. For the avoidance of doubt, the Artist is not entitled to SSP in addition to the payments set out in this clause 12.2, save that once the payments under this clause 12.2 have ceased any remaining entitlement to SSP shall be payable.

12.2.6 **State Sickness Benefit**

If the Artist is receiving payment from the Manager in relation to absence due to illness or injury, the Artist must inform the Manager of any State benefits that he/she may be receiving in respect of the illness or injury as these shall normally be deducted from the Artist's pay.

13 FAMILY FRIENDLY PROVISIONS/OTHER ABSENCE

13.1 **Maternity**

13.1.1 The Artist shall be entitled to statutory maternity leave in accordance with the relevant legislation from time to time in force.

13.1.2 Subject to satisfying the requirements for entitlement to statutory maternity pay (excluding for Entertainers² any requirement to pay Class 1 NICs) during statutory maternity leave, the Artist shall be entitled to contractual maternity pay.

13.1.3 Contractual maternity pay shall be paid at the same rate as the rate of statutory maternity pay in force at the time the contractual maternity payment is made. Contractual maternity pay is currently:

13.1.3.1 90% of the Artist's average weekly earnings³ for the first 6 weeks of maternity leave; and

13.1.3.2 paid at the same rate as the current flat rate of statutory maternity pay for up to 33 weeks of the remaining maternity leave⁴.

13.1.4 The requirement for average weekly earnings to be earnings which are subject to Class 1 NICs shall not apply where the Artist is an Entertainer.

13.1.5 Contractual maternity pay is deemed to be inclusive of any statutory maternity pay the Artist may be entitled to receive.

² Entertainer' for the purposes of this Agreement means an Artist who is treated as being self-employed for tax and National Insurance Contributions ("NICs") purposes.

³ "Average weekly earnings" has a specific statutory definition.

⁴ If 90% of average weekly earnings is less than the current flat rate of statutory maternity pay please seek legal advice.

- 13.1.6 If the Artist does not qualify for contractual maternity pay, they may be eligible to claim maternity allowance. If claiming maternity allowance, Artists should provide the information relevant to self-employed people if they are Entertainers, and the information relevant to employees if they are not Entertainers². The Manager is only required to provide a completed SMP1 form to the Artist, in order to allow the Artist to claim maternity allowance, if the Artist is not an Entertainer². Artists must not claim maternity allowance if they qualify for contractual maternity pay.

13.2 Paternity

- 13.2.1 The Artist shall be entitled to statutory paternity leave in accordance with the relevant legislation from time to time in force.
- 13.2.2 Subject to satisfying the requirements for entitlement to statutory paternity pay (excluding for Entertainers² any requirement to pay Class 1 NICs) during statutory paternity leave, the Artist shall be entitled to contractual paternity pay.
- 13.2.3 Contractual paternity pay shall be paid at the same rate as the rate of statutory paternity pay in force at the time the contractual paternity payment is made. Contractual paternity pay is currently paid at the same rate as the current flat rate of statutory paternity pay for 2 weeks or at 90% of the Artist's average weekly earnings³ for 2 weeks (whichever amount is lower).
- 13.2.4 The requirement for average weekly earnings to be earnings which are subject to Class 1 NICs shall not apply where the Artist is an Entertainer².
- 13.2.5 Contractual paternity pay is deemed to be inclusive of any statutory paternity pay the Artist may be entitled to receive.
- 13.2.6 The Manager is only required to provide a completed SPP1 form to the Artist if the Artist is not an Entertainer.

13.3 Adoptions

- 13.3.1 Where the Artist adopts a child individually or where the Artist adopts a child jointly and is the joint adopter who chooses to take adoption leave, the Artist shall be entitled to statutory adoption leave in accordance with the relevant legislation from time to time in force.
- 13.3.2 Subject to satisfying the requirements for entitlement to statutory adoption pay (excluding for Entertainers² any requirement to pay Class 1 NICs) during statutory adoption leave, the Artist shall be entitled to contractual adoption pay.
- 13.3.3 Contractual adoption pay shall be paid at the same rate as the rate of statutory adoption pay in force at the time the contractual adoption payment is made. Contractual adoption pay is currently:
- 13.3.3.1 90% of the Artist's average weekly earnings³ for the first 6 weeks of adoption leave; and
- 13.3.3.2 paid at the same rate as the current flat rate of statutory adoption pay for up to 33 weeks of the remaining adoption leave⁴.

² Entertainer' for the purposes of this Agreement means an Artist who is treated as being self-employed for tax and National Insurance Contributions ("NICs") purposes.

³ "Average weekly earnings" has a specific statutory definition.

⁴ If 90% of average weekly earnings is less than the current flat rate of statutory maternity pay please seek legal advice.

- 13.3.4 The requirement for average weekly earnings to be earnings which are subject to Class 1 NICs shall not apply where the Artist is an Entertainer².
- 13.3.5 Contractual adoption pay is deemed to be inclusive of any statutory adoption pay the Artist may be entitled to receive.
- 13.3.6 The Manager is only required to provide a completed SAP1 form to the Artist if the Artist is not an Entertainer².
- 13.3.7 Where the Artist adopts a child jointly but is not the joint adopter who chooses to take adoption leave, the Artist may (regardless of gender) be entitled to statutory paternity leave and contractual paternity pay in accordance with clause 13.2 above.

13.4 Parental Leave

The Artist shall be entitled to parental leave in accordance with the Employment Rights Act, 1996 (as amended by the Employment Relations Act 1999) or such relevant legislation as may from time to time be in force. The statutory default provisions (the "fallback scheme") shall apply.

13.5 Time Off For Dependants

The Artist shall be entitled to time off for dependants in accordance with the Employment Rights Act, 1996 (as amended by the Employment Relations Act 1999) or such relevant legislation as may from time to time be in force.

13.6 Compassionate Leave

The Manager shall not unreasonably refuse application for compassionate leave without loss of basic rehearsal or performance salary for reasons of, for example, immediate family bereavement and serious illness. The Manager may set a limit on the period of paid leave.

13.7 Authorised Leave Of Absence And Unauthorised Absence

If the Artist is absent for any reason other than illness or injury then the Manager shall deduct 1/6 (one sixth) of the Artist's basic rehearsal salary for any day of rehearsals missed or on a pro-rata basis of the Artist's basic performance salary for any performance missed. If the absence is unauthorised, then it shall also be dealt with under the disciplinary procedure.

14 THE ARTIST'S DUTIES AND RESPONSIBILITIES

14.1 Duties

14.1.1 Diligence

The Artist agrees to perform the services required by the Contract in a diligent and competent manner, to play his/her part(s) as directed and not to introduce into performance any material which the Manager has not previously approved.

14.1.2 Theatre Rules / Manager's Rules

The Artist agrees to comply with the rules of any theatre or rehearsal room at which the Manager requires the Artist to work and with any of the Manager's rules which have been made known to the Artist to the extent that they do not conflict with the terms of the Contract.

14.1.3 Regard For Property

Unless the Artist is notified to the contrary, all items that the Manager provides to the

² Entertainer' for the purposes of this Agreement means an Artist who is treated as being self-employed for tax and National Insurance Contributions ("NICs") purposes.

³ "Average weekly earnings" has a specific statutory definition.

⁴ If 90% of average weekly earnings is less than the current flat rate of statutory maternity pay please seek legal advice.

Artist in order for him/her to carry out the job remains the Manager's property. The Artist agrees to take proper care of them and to return them to the Manager at the end of the engagement in a proper condition. Without limitation this includes scripts, costumes, wigs, shoes and props.

The Artist also agrees to take proper care of his/her working environment including dressing rooms, the green room, the stage and backstage areas and to have proper regard for the safety and welfare of others in the workplace.

14.1.4 **CV, Biography And Headshots**

The Artist agrees to provide at least a black and white photograph and biography but preferably a colour headshot and CV prior to starting rehearsals.

14.2 **Responsibilities**

14.2.1 **Address**

The Artist agrees to keep the Manager informed of the Artist's address and contact telephone numbers as soon as they change and in any event before the first performance on each date of a tour.

14.2.2 **Notices**

Any notice that the Manager posts on the company notice board shall be treated as having been brought to the Artist's attention. It is therefore the Artist's responsibility to check regularly what the notices say.

14.2.3 **Warranty**

In undertaking the Contract the Artist warrants that he/she knows of no pre-existing factor which could impede his/her ability to fulfil the Contract. If the Artist is aware of any such pre-existing factor he/she must declare it to the Manager at the negotiation stage so that the Manager may ensure compliance with any applicable health and safety obligations and can make any reasonable adjustments appropriate in the circumstances.

The Artist must also inform the Manager if he/she is in receipt of injury remuneration, sick pay or other benefits from a third party.

15 **THE MANAGER'S DUTIES AND RESPONSIBILITIES**

15.1 **Duties**

15.1.1 **Prosecution Of The Production**

At the time of signing the Contract, the Manager represents to the Artist that the production(s) does/do not violate the law and if a complaint is made or a charge brought against the Artist for acting in accordance with the Manager's directions in the production(s), then the Manager shall defend the Artist at the Manager's expense.

15.1.2 **Insurance**

If the Manager requires the Artist to perform any hazardous duties or a fight sequence, then the Manager shall arrange and pay for Personal Accident Insurance for the Artist.

15.1.3 **Tax and National Insurance Contributions**

The Manager is entitled to make any required deductions for tax and NICs from payments made to the Artist. Artists who are Entertainers are responsible for making any payments of tax and NICs required to be made to HMRC in respect of payments made to them by the Manager.

15.2 **Responsibilities**

15.2.1 **Dressing Rooms / Rehearsal Rooms**

The Manager shall use best endeavours to ensure that all dressing rooms, rehearsal rooms and performance spaces are of a decent standard, that they have proper toilet and washing facilities, and showers if available, and are kept warm, well ventilated and adequately lit whenever the Artist is required to use them.

The Manager shall use best endeavours to ensure that the Artists are made aware of any available safe within each venue that can be utilised to secure valuables.

15.2.2 **Costumes**

The Manager shall supply all costumes and wigs. In return the Artist undertakes to take good care of these items returning them at the end of the contract. Any costumes, wigs or other articles provided by the Manager shall not be removed from the theatre or used by the Artist in their own private capacity without the consent of the Manager.

The Manager shall make sure the costumes are clean, dry and in good repair and no costume shall be given to the Artist unless it has been properly cleaned. In an emergency when an Artist is given a costume which has not been properly cleaned, then full protective undergarments will be provided.

Where a performance is so strenuous that the Artist needs to change his/her T-shirt or underwear or tights either between performances or in order to go home after the performance, the Manager shall, where appropriate, provide the T-shirt and underwear or tights as necessary.

Where the costumes provided are worn directly next to the skin, the Artist shall not share the costume with any other Artist.

Any footwear which is modern or conventional must be new; if period footwear is provided, it shall be well fitting, clean, sanitary and in good repair.

15.2.3 **Make-up**

Where specialised or body make-up is required, the Manager shall provide it, as well as suitable make-up remover and an adequate supply of towels.

15.2.4 **Hair**

The Artist agrees not to alter the appearance of his/her hair (including facial hair) between the audition and the engagement unless the Manager has agreed to the change. If the Manager does require the Artist to alter it in any way then the Manager shall be responsible for cost of the changes, maintenance and restoration to the Artist's original style.

16 **PHOTOGRAPHS, PUBLICITY AND RECORDINGS**

The Artist agrees to co-operate in calls made for the publicity and promotion of the engagement.

16.1 **Photographs**

16.1.1 **Hours**

Photograph and press calls are part of normal hours of work.

16.1.2 **Use Of Photographs**

The Manager shall use best endeavours to ensure that any photographs taken of the Artist are only used for the promotion and publicity of the production or season and

that all publicity material under the Manager's control only uses photographs of the current cast. The Manager shall not authorise the use of photographs for use in connection with any commercial product other than the production or season.

16.2 Publicity

16.2.1 Press

The Artist agrees not to make any public or press statement about this engagement without the Manager's prior permission.

16.2.2 Programme

The Manager shall credit the Artist in the programme unless the Artist informs the Manager at the time of signing his/her Contract that he/she does not wish to be credited. Any changes to programme credits can only be made at the time of scheduled reprints.

16.3 Recordings

16.3.1 Background Recordings

The Artist agrees to let the Manager make sound and video recordings of the Artist at the normal place of work to use within the production and the recording time shall form part of working hours. If the Artist is individually identifiable on the recording, the Manager shall re-record the Artist's contribution if he/she leaves the production. Working hours shall include travel time from normal place of work to recording venue.

16.3.2 Archive Recordings And Assisted Performances

The Artist agrees that the Manager may make a video recording of the production for archive purposes and that the Manager may pass a copy of this to national archives and use it for the compilation and production of assisted performances.

16.3.3 Video, Television And Radio Recordings

The Artist agrees to take part in short recordings made for broadcast use for news access, topical magazine and documentary programmes on the standard terms agreed for these uses between Equity and the Broadcasters. The Artist understands that the agreements for these uses are made by the TV and radio companies and that where a fee is payable, the Artist must look to them and not to the Manager for payment. The Manager shall however use best endeavours to help the Artist in arranging this.

16.3.4 Audio-Visual Recordings

If an Artist in a production is required to record an audio-visual clip for inclusion in the theatrical production and the work takes place outside normal working hours, the Artist shall receive an appropriate payment.

16.4 Cast Album

If a cast album is to be recorded the Artist shall be given at least 14 working days' notice.

17 ELECTRONIC PRESS KITS⁵

17.1 Recording of an EPK

17.1.1 During each year of an Artist's Contract the Manager may make a recording of up to 10 minutes completed edited footage, at the Artist's normal place of work, for the express purpose of promoting, publicising or advertising the Production. The Manager

⁵ Please consult UK Theatre for details of arrangements relating to EPKs made prior to 30 November 2009.

shall notify Equity not less than 10 clear days (including weekends) before any recording takes place.

17.1.2 Footage for such EPK recording may be re-filmed and/or re-edited in order to ensure that the EPK is up-to-date and therefore able to fulfil its promotional functions as laid out in 17.1.1. No additional payments are due to the Artist in respect of this refilming or re-editing unless out of Hours of Work.

17.1.3 Hours worked by the Artist in connection with such recordings in 17.1.1 and 17.1.2 are paid as Hours of Work

17.2 Consent

The Artist consents to the recording and use of the EPK providing that, for any further use, the additional sums specified in clause 17.3.3 are paid.

17.3 Uses and Payments

17.3.1 The Manager may without payment use the product of the recording for any Narrowcast; worldwide TV/radio/cinema/internet commercial campaign for touring production only; incorporation within a Making Of Documentary for 2 UK network transmissions or 1 UK network transmission and 1 UK secondary channel; broadcast use on television or related media in news, topical magazine, light entertainment shows (including but not limited to chat shows, game shows), documentaries and awards programmes; and broadcast and non-commercial use as set out in this clause 17.3.1 to promote subsequent productions worldwide until 4 Weeks after the Press Night of the subsequent production.

17.3.2 Use under the heading of worldwide TV/radio/cinema/internet commercial campaign for touring production and promotion of subsequent production worldwide are limited to 10 years from the date the EPK was first used for such purpose.

17.3.3 In the event that the EPK is used in any of the ways set out in clauses 17.3.3.1 to 17.3.3.4 then the Artist shall be entitled to receive the payments stated from the broadcasting company concerned:

17.3.3.1 for the further use of a Making Of Documentary, a payment of £250.00 to the Artist will cover a 3rd and any subsequent UK terrestrial transmission.

17.3.3.2 for the further use of a Making Of Documentary, a payment of £125.00 to the Artist will cover a further 3 transmissions of the Making Of Documentary, on any UK secondary channel (excluding BBC1, ITV1, C4,5 and S4C).

17.3.3.3 for the further use of a Making Of Documentary, a payment of £250.00 to the Artist will cover a 3 year licence period in rest of world territories (excluding UK).

17.3.3.4 for the use of EPK footage for further productions of the touring production or overseas production over and beyond the 4 Weeks allowed in 17.3.1, the Manager shall pay the Artist £13.80 each calendar month that the EPK is used for worldwide use. This payment will secure all uses in 17.3.1.

- 17.3.4 Any use of material from the EPK not covered in clauses 17.3.3.1 to 17.3.3.4 shall be subject to prior agreement between the Manager and Equity.
- 17.3.5 If the Manager receives income over and above costs for a Making Of Documentary then the Artist will receive payment for this as laid out in clause 17.3.3.
- 17.3.6 For the avoidance of doubt the terms in this clause 17 cover only the recording of EPK subject to the recording limits set out in clause 17.1.1 This clause 17 does not cover any more extensive or complete recording of the production. Any other intended recording of excerpts of live and rehearsed parts of a Production is subject to the terms and conditions of the appropriate recording agreement and the Artist agrees to good faith negotiations to enable any such recording to be made. Any hours worked under such other agreement shall not accrue to the hours worked under this Agreement and the Artist hereby agrees that he/she shall not look to the Manager for any compensation for such other recording.

17.4 Definitions

- 17.4.1 **Narrowcast**
A limited distribution of recorded material as distinct from broadcast and with the meaning usually attributed to such terms in the broadcast industry including but not limited to: Tradeshow (domestic and international); Group Sales Presentations; Ticket Sales sites; Ticket Booths; Travel Agent Displays; In Flight videos (including airport videos); In house hotel Videos; Tour bus Videos; Taxis; Underground station escalators; Footage on outdoor sites; Exhibition Stands; Sequences of no longer than 1 minute streamed on the main show website, affiliate sites, and ticketing outlets' websites; Visit London/Britain promotional activities (domestic and overseas); Main line station screens; Promotional DVD – where given away free to promote the show; Mobile digital media (Bluetooth, mobile phone texting, downloads etc.). "Narrowcasting" shall be interpreted accordingly.
- 17.4.2 **Press Night**
The main Performance to which the press are invited, sometimes known as the first night or opening night.

18 NUDITY AND SIMULATED SEX ACTS

If the Manager requires an Artist to perform partly or wholly nude or take part in any simulated sex acts, the Manager shall inform the Artist in writing of the general nature and the full extent of what shall be asked of the Artist before the Contract is signed. Any images that are taken of the Artist, partly or wholly nude or taking part in any simulated sex acts shall be destroyed or deleted at the end of the run of the production. Partly Nude, Wholly Nude and Simulated Sex Acts mean states of undress or acts respectively which "if in public could be regarded as indecent."

APPENDIX 1: DISCIPLINARY AND GRIEVANCE PROCEDURE

A1.1 DISCIPLINE AND GRIEVANCE PROCEDURES

A1.1.1 Purpose And Scope

- A1.1.1.1 The Disciplinary Procedure is designed to help and encourage all Artists to achieve and maintain standards of conduct, attendance and job performance and set out the Manager's framework for dealing with disciplinary matters. The same procedure applies to all Artists and the aim is to ensure consistent and fair treatment for all.
- A1.1.1.2 The Grievance Procedure enables all Artists to bring to the Manager's attention any grievance relating to their engagement and to try to resolve such matters satisfactorily. Grievance proceedings will, so far as is reasonably practicable, be kept confidential.

A1.1.2 Principles

- A1.1.2.1 No disciplinary action will be taken until the matter at issue has been fully investigated.
- A1.1.2.2 The Artist will not normally be dismissed for a first breach of discipline except in the case of gross misconduct or very serious breach of discipline when the sanction will be dismissal without notice or payment in lieu of notice.
- A1.1.2.3 The Artist will have the right to appeal against any disciplinary sanction imposed or the decision of any grievance meeting.

A1.1.3 General Provisions

So far as applicable to a particular circumstance, the following requirements apply to the Disciplinary and Grievance Procedures.

A1.1.4 Timetable

Each step and action under the Disciplinary and Grievance Procedures must be taken without unreasonable delay.

A1.1.5 Right To Be Accompanied

The Artist has the right to be accompanied at any disciplinary or grievance meeting by a fellow Artist or trade union representative who may make representations on his/her behalf provided the Artist expressly authorises this at the beginning of the relevant meeting. However the Artist's companion will not be able to answer questions put to the Artist during the course of the meeting. This right applies to all stages of the disciplinary and grievance process including appeals. This right does not apply to investigatory meetings as these are held solely to establish the facts of the case and are not disciplinary meetings.

A1.1.6 Meetings

- A1.1.6.1 Timing and location of meetings must be reasonable.
- A1.1.6.2 Meetings must be conducted in a manner that enables both the Manager and the Artist to explain their case.

A1.1.6.3 The Manager will endeavour to ensure that the meeting is in a private location and that there are no interruptions.

A1.1.6.4 The length of time between the written notification and the meeting should be long enough to allow the Artist to prepare for the meeting. The Artist must take all reasonable steps to attend the meeting and if he/she or his/her companion cannot attend on the date suggested he/she must notify his/her head of department and propose an alternative date for the meeting to be held within 5 working days of the original proposed date.

A1.1.6.5 No meeting will take place unless the complainant has informed the other party in writing of the cause of the complaint and the other party has had the opportunity to consider a response to the complaint.

A1.1.7 **Records**

A1.1.7.1 During the disciplinary or grievance process the Manager will keep written records which may include: the nature of the complaint or the grievance raised; a copy of the written complaint or grievance; the Artist's defence; the Manager's response; findings made; any action taken or sanction imposed and the reasons for it; any grievances raised during a disciplinary process; whether there was an appeal and if so the outcome; any subsequent developments.

A1.1.7.2 Such records will be kept on a confidential basis so far as is reasonably practicable and in accordance with the Data Protection Act 1998.

A1.1.8 **Potential Disciplinary Sanctions**

NB clause A1.2 gives the Disciplinary Procedure to be followed.

Formal disciplinary action may result in the following disciplinary sanctions being imposed:

A1.1.8.1 **Verbal Warning**

If conduct or performance does not meet acceptable standards the Artist may be given a formal verbal warning. A note of the verbal warning will be kept on the Artist's personnel file but will usually be disregarded for disciplinary purposes after three months subject to satisfactory conduct and performance.

A1.1.8.2 **Written Warning**

If the misconduct or poor performance is more serious, a formal written warning may be given to the Artist. This will give details of the complaint, the improvement or change in behaviour required and the timescale allowed for this, and state that a final written warning may be considered if there is no sustained satisfactory improvement or change. A copy of this written warning will be kept on the Artist's personnel file but will usually be disregarded for disciplinary purposes after six months subject to satisfactory conduct and performance.

A1.1.8.3 **Final Written Warning**

If the offence is serious or there is a failure to improve performance or conduct during the currency of a prior warning, a final written warning may be given to the Artist. This will give details of the complaint, the improvement required and the timescale. It will also warn that failure to improve may lead to dismissal. A copy of this written warning will be kept on the Artist's personnel file but will be disregarded for disciplinary purposes after twelve months (although in exceptional cases the period may be longer) subject to satisfactory conduct and performance.

A1.1.8.4 **Dismissal Or Other Sanction**

A1.1.8.4.1 In certain circumstances, for example a failure to improve conduct or performance where a previous warning has been given or where there is an act of gross misconduct or a serious failure to perform, the disciplinary sanction may be dismissal or the Manager may take some other action short of dismissal such as disciplinary suspension without pay for up to a maximum of five working days.

A1.1.8.4.2 If some sanction short of dismissal is imposed, the Artist will receive details of the complaint, and will be warned that dismissal could result if there is no satisfactory improvement. A copy of this written warning will be kept on the Artist's personnel file but will be disregarded for disciplinary purposes after twelve months (although in exceptional cases the period may be longer) subject to satisfactory conduct and performance.

A1.1.9 **Gross Misconduct**

The following list provides examples of offences which are normally regarded as gross misconduct. This list is not exhaustive and other serious misconduct may also lead to summary dismissal:

theft, fraud, deliberate falsification of records, dishonesty, fighting, assault, violence, unauthorised possession of property belonging to the Manager, damage to the Manager's property, incapacity for work due to being under the influence of alcohol or illegal drugs, serious negligence which causes unacceptable loss, damage or injury, serious act of insubordination, misuse of confidential information, unauthorised entry to computer records, conviction for a criminal offence arising from or relating to the Artist's work for the Manager, conduct whether inside or outside working hours which may bring the Manager's reputation into disrepute, serious or persistent neglect of duties or any material breach or non-observance of those duties – in particular refusal to obey reasonable instructions, unauthorised absence from work (including conduct inconsistent with an alleged sickness, injury or other incapacity).

If the Artist is accused of an act of gross misconduct, the Artist may be suspended from work on full pay while the Manager investigates the alleged offence. If, on completion of the investigation and the Disciplinary Procedure, the Manager is satisfied that gross misconduct has occurred, the result will normally be summary dismissal without notice or payment in lieu of notice.

A1.1.10 General

Following a disciplinary meeting, before making the decision on what disciplinary sanction it should impose, the Manager will take into account the Artist's disciplinary and general engagement records, length of service and the explanation given by the Artist at the disciplinary meeting.

Before implementing any of the formal sanctions set out above, including after a review of the Artist's conduct or performance, the Disciplinary Procedure set out below will normally be followed.

A1.2 DISCIPLINARY PROCEDURE

A1.2.1 Investigation

Where a potential disciplinary matter arises the Manager will endeavour to make necessary investigations to establish the facts promptly. Having carried out such preliminary investigations the Manager will decide whether to take no further action or deal with the matter informally or arrange for the matter to be handled on a formal basis. The Manager may choose to hold an investigatory meeting (as opposed to a disciplinary meeting) with the Artist solely to establish the facts of the case.

A1.2.2 Suspension

In instances which the Manager considers to be particularly serious (e.g. in cases involving alleged gross misconduct, where relationships have broken down or there is a risk to the Manager's responsibilities to third parties or the Manager's property), the Artist may be suspended from work temporarily on full pay whilst an unhindered investigation is carried out. Any precautionary suspension of this kind will be reviewed as soon as possible and will not normally exceed 10 working days. Any suspension on this basis should not be considered as a disciplinary sanction or an indication of prejudgement of the matter.

A1.2.3 Formal Procedure

A1.2.4 If the Manager decides to take formal action, the following procedure will be followed:

A1.2.4.1 Statement Of Grounds For Action And Invitation To Meeting

The Manager will prepare a written statement setting out the Artist's alleged conduct or capability or poor performance, or other circumstances, which may result in a disciplinary sanction (including dismissal) being imposed. The statement will be sent to the Artist who will be invited to attend a meeting to discuss the matter. The statement will contain sufficient detail and any relevant accompanying evidence to enable the Artist to prepare for the meeting.

A1.2.4.2 Meeting

The complaint will be fully explained to the Artist at the meeting and the Manager will go through the evidence that has been gathered. The Artist can make representations and explain his/her view of the situation and answer any allegations that have been made. The Artist will be allowed to ask questions and present evidence. If appropriate the Artist can call witnesses and will be given an opportunity to raise points about any information provided by witnesses. No disciplinary sanction will be imposed until the meeting has taken place.

A1.2.4.3 Notification Of Decision

After the meeting the Artist will be informed of the Manager's decision. This will be communicated to the Artist in writing within 10 working days of the meeting and the Artist will be notified of his/her right to appeal against the decision if he/she is not satisfied with it. If the decision taken is dismissal the Artist will also be provided with written reasons for dismissal, the date on which the engagement will terminate and the appropriate period of notice (if applicable). If it is not possible for the Manager to respond with his/her decision within 10 working days the Manager will give an explanation to the Artist for the delay and inform him/her when a response can be expected.

A1.2.4.4 Appeal

The Artist has the right to appeal against any disciplinary sanction imposed on him/her.

A1.3 GRIEVANCE PROCEDURE

A1.3.1 Informal Resolution Of Grievances

The Manager recognises that misunderstandings or grievances may sometimes occur. It is most important that these grievances are brought out into the open and resolved as fairly, consistently and speedily as possible. In most cases this can be done on an entirely informal basis.

Any grievance should, in the first instance, be raised with the Company Manager or, where the Company Manager at person is the subject of the grievance, the Manager's General Manager who should discuss the matter with the Artist informally within two working days of it being raised. An Artist with Company Manager responsibilities, should raise the matter with the Manager's General Manager in the first instance or if the General Manager is the subject of the grievance, the Manager him or herself.

A1.3.2 Formal Resolution Of Grievances

Where the grievance cannot be resolved informally and the Artist has a complaint, concern or problem about action which the Manager has taken or is contemplating taking in relation to the Artist or the Artist has a personal grievance or a complaint about any work-related matter which affects his/her efficiency at work, it should be dealt with under the formal Grievance Procedure below.

A1.3.3 Formal Grievance Procedure

A1.3.3.1 Statement Of Grievance

The Artist must set out, in a written statement, his/her grievance and send the statement to his/her Company Manager (or, where that person is the subject of the grievance, that person's line manager).

Where the Artist is the Company Manager, the written statement must be sent to the General Manager (or, where that person is the subject of the grievance, that person's line manager). The Artist will be invited to attend a meeting in order to discuss the grievance.

A1.3.3.2 Meeting

The Artist will be permitted to explain his/her complaint and then say how he/she believes it should be settled.

A1.3.3.3 Notification Of Decision

A1.3.3.4 After the meeting the Artist will be informed of the Manager's decision. This will be communicated to the Artist in writing within 10 working days of the meeting and the Artist will be notified of his/her right to appeal against the decision if he/she is not satisfied with it. If it is not possible for the Manager to respond with his/her decision within 10 working days the Manager will give an explanation to the Artist for the delay and inform him/her when a response can be expected.

A1.3.3.5 Appeal

The Artist has the right to appeal against the findings of a grievance meeting.

A1.4 APPEALS

A1.4.1 The Artist has a right to appeal against the finding of a disciplinary or grievance meeting.

A1.4.2 If the Artist wishes to appeal, he/she must inform the Manager in writing within 5 working days of receiving the decision. The Artist will then be invited to attend another meeting.

A1.4.3 Where possible the person who made the original disciplinary or grievance decision will not be involved in the decision-making process of the appeal. The appeal will be heard by an appropriate member of senior management. If the appeal relates to a dismissal it will be heard by a member of the Manager's board.

A1.4.4 After the appeal meeting the Artist will be informed of the Manager's final decision and this will be communicated to the Artist within 10 working days of the meeting. If it is not possible for the Manager to respond with his/her decision within 10 working days the Manager will give an explanation to the Artist for the delay and inform him/her when a response can be expected.

A1.4.5 Where the Artist appeals against any disciplinary sanction imposed on him/her, the original disciplinary decision (including a decision to dismiss) will be implemented pending the appeal meeting and its outcome.

**APPENDIX 2: THE THEATRE COUNCIL –
REGISTRATION AND ARBITRATION**

A2.1 REGISTRATION

It is a condition of this Agreement that the Manager be registered as an "Approved Manager" and that the Artist be registered as an "Approved Artist", respectively, of the Theatre Council in accordance with the following extract from its Constitution:

Clause 8 – Registration of Managers and Artists and making of engagements

(a) *The Council shall institute and maintain a system for registering Managers and Artists as approved ('Approved Managers' and 'Approved Artists') for the purposes of presenting theatrical productions in the regions. All Full Members of UK Theatre (unless otherwise agreed by UK Theatre) shall be deemed to be Approved Managers and shall (subject to 8.2 below) remain registered so long as they remain Full Members of UK Theatre. All Members of Equity (unless otherwise agreed by Equity) shall be deemed to be Approved Artists and shall (subject to 8.2 below) remain registered so long as they are Members of Equity. Such other Managers as may be approved by the Council by placing deposits or having a Banker's Guarantee shall also be registered.*

(b) *The Council shall have the power to refuse, suspend or cancel the registration of any Manager or Artist and to issue directions as to the engagement of Artists.*

(c) *In order to facilitate the making of engagements, the following shall apply:*

(i) *Managers shall have to right to select their own Artists and to be the sole judges of an Artist's suitability for their particular requirements at the time of engagement.*

(ii) *Neither Equity nor any of its members shall take any action to impede or endanger the production or run of a production provided that all Artists are registered as Approved Artists at the time of making the engagement and that all Artists are engaged in accordance with the Approved Agreements.*

(d) *If during the run of a production or rehearsals therefore, its Manager should cease to be 'approved' pursuant to sub clause 8.1 above by virtue of ceasing to be a Full Member of UK Theatre the Council shall consider (initially through its Joint Secretaries or their nominees and at a meeting if the Joint Secretaries so decide) whether or not the production shall cease to be presented by such Manager or presented only subject to such Manager placing with the Council such financial deposit as the Council shall decide.*

A2.2 ARBITRATION

A2.2.1 Where a Clause of this Agreement prescribes that a specific matter is to be referred to the Theatre Council, that matter shall be heard in accordance with the procedure for arbitration hearings set out in the Theatre Council's constitution and such hearings shall be in accordance with the Arbitration Act 1996.

A2.2.2 Without prejudice to Clause A2.1 and provided that both UK Theatre and Equity agree, any dispute whatsoever relating to the Artist's contract which shall arise between a Manager and an Artist shall be referred to the Theatre Council in accordance with the procedure for arbitration hearings set out in the Theatre Council's constitution and such hearings shall be in accordance with the Arbitration Act 1996.

APPENDIX 3: CODE OF CONDUCT FOR AUDITIONS

A Code of Conduct for Auditions as agreed on the 9th June 1989, between the Theatres National Committee (now separately known as Society of London Theatre, UK Theatre Association and Independent Theatre Council) and Equity.

A3.1 FACILITIES

- A3.1.1 The Manager shall provide, where reasonable and practicable, in addition to the room in which the auditions are being held, appropriate accommodation to enable the Artists to change, wait and prepare.
- A3.1.2 Audition accommodation shall be of a suitable size, properly lit, cleaned, heated and ventilated.
- A3.1.3 When Artists are required to dance, the Manager will provide suitable surfaces and washing facilities and will use his/her best endeavours to provide shower facilities.
- A3.1.4 The Manager shall arrange auditions to provide as much privacy as possible and shall, in any case, ensure that the Tannoy or other sound equipment is switched off.
- A3.1.5 The Manager shall provide, where reasonable and practicable, access for disabled people.

A3.2 PERSONNEL

- A3.2.1 A person responsible for casting shall be present at all auditions.
- A3.2.2 There shall be sufficient personnel (and, in the case of open auditions for musicals, there shall be a minimum of two) who shall be briefed as to the requirements of those conducting the audition.
- A3.2.3 An Equity representative shall be entitled to be present at all open auditions to give any necessary information.
- A3.2.4 Unless the Manager is employing an agent as a casting consultant, agents will only be allowed to attend auditions at the request of an Artist and then only for the audition of the Artist making the request and with the prior consent of the Manager.
- A3.2.5 No members of the press or persons other than those listed above shall be entitled to be present in the audition area without the Artist's prior knowledge and consent upon reasonable notice. Whenever the Manager intends to hold auditions with the press present he/she shall offer the Artist an alternative time when the press will not be present.

A3.3 GENERAL PROCEDURES FOR AUDITIONS

- A3.3.1 All Artists shall be notified in advance generally with 48 hours' notice (except in an emergency):
 - A3.3.1.1 Of the nature of the auditions and, details of the part(s) being cast; and who will be present;
 - A3.3.1.2 If the audition is to be taped or recorded in any way.

- A3.3.2 If it is intended that the audition be taped or recorded for use by a third party, Equity shall be informed in advance.
- A3.3.3 An adequate number of scripts which, where appropriate, will be made available in advance, will be obtainable not later than the day before the auditions at the stage door (or other designated point) of the place of audition, if the Artist so requires. The material shall remain the property of the Manager to whom it shall be returned at the end of the audition. Where the Artist is supplied with words and music, they will be given clear instruction what they must learn for an audition. Where the Artist is required to select and learn words/music of their own choosing then they shall generally be given no less than 48 hours' notice (except in an emergency).
- A3.3.4 Artists should arrive in adequate time and be fully prepared by their audition time. If any Artist is unable to attend an audition at the specified time, he/she will inform the Manager as soon as possible. If any Artist arrives late for an audition, the Manager shall not be obliged to audition that Artist or use his/her best endeavours to do so.
- A3.3.5 On arrival at the place of audition, the Artist shall be informed of the name of the persons conducting the audition and of any special requirements which have not already been notified in advance.
- A3.3.6 Nothing shall prevent the Manager from inviting the Artist to audition for a part for which he/she was not originally being considered, provided the Manager shall afford the Artist reasonable time and facilities to prepare for such additional audition.
- A3.3.7 The Manager shall inform Artists (or their agents) either prior to or at the time of the audition of his/her arrangements for Artists (or their agents) being notified of the results of their audition.
- A3.3.8 If the Artist is recalled on the same day, a time for the recall shall be mutually agreed.
- A3.3.9 If the Artist is called to attend more than two auditions, he/she shall be paid travel and out-of-pocket expenses for attending any auditions after the second (in London, such provision applies only to Artists who live outside Zone 4). For auditions in excess of six, all travel expenses will be paid for the sixth audition onwards. The Manager will make expense forms available at the auditions and the Artist shall submit a claim for travel within one week of the audition and which shall be reimbursed with two weeks. The Manager shall ensure that the Artist is required to attend as few recalls as possible.
- A3.3.10 Any auditions involving nudity or semi-nudity will be in accordance with the Regulations agreed between the TNC and Equity on 1st January 1971.
- A3.3.11 An Artist already under contract to another Manager shall bring to the audition written evidence of his/her availability to accept the engagement if offered.

A3.4 SPECIAL PROVISIONS FOR OPEN AUDITIONS

- A3.4.1 Artists shall be required to complete an audition card, which shall have provision for the Equity name and number (where applicable), legal name (if different from the above), their agent and details of their credits.

- A3.4.2 Artists will normally be auditioned in order of their arrival at the place of audition, where they will be given a numbered card (in addition to the card referred to in A3.4.1 above), which shall determine their place in the order of those being auditioned.

A3.5 SPECIAL PROVISIONS FOR STRAIGHT PLAYS

- A3.5.1 A description of the part(s) being auditioned shall be given in advance to the Artist or his/her agent, where the play has been written, with full details of the scenes to be read.
- A3.5.2 The Artist shall be informed in advance whether he/she is required to give a set speech of his/her own choosing and/or to read a scene.
- A3.5.3 If the Artist is required to read with another person, that person shall be competent.

A3.6 SPECIAL PROVISIONS FOR MUSICALS / OPERATIC PRODUCTIONS

- A3.6.1 A capable pianist and a piano in tune shall be provided although an Artist may use his/her own pianist if he/she wishes, and, in any event, the Artist must supply suitable music.
- A3.6.2 If the Artist is required to learn a specific number, the Manager, shall provide the music, which shall be made available not later than forty-eight hours before the audition, and the Artist shall perform the audition piece as provided.

A3.7 ADVERTISEMENTS

- A3.7.1 The Manager shall ensure that all advertisements relating to auditions shall be as specific as possible.
- A3.7.2 Advertisements should contain the following information where appropriate:
- A3.7.2.1 Whether any specific requirements exist regarding gender, ethnic characteristics, age range, height, dance or voice or music type, or previous professional experience;
 - A3.7.2.2 Any requirement regarding clothing and footwear;
 - A3.7.2.3 The timing of an open audition;
 - A3.7.2.4 The date of rehearsals and production if known.

A3.8 NUDITY AND SIMULATED SEX ACTS REGULATIONS

The following Regulations were agreed between Equity and the Theatres' National Committee, representing the Living Theatre throughout Great Britain, on the 1 January 1971. (Superseding the Regulations agreed between the parties and dated 24 September 1969).

- A3.8.1 In respect of any production in which there is nudity and/or sex acts, all Artists shall be informed in writing of this fact and of the general nature and extent of such nudity and/or acts, prior to the conclusion of the contracts of engagement.

Where nudity and/or acts of a sexual nature are required of a Performer in the course of a production, the Performer must be so advised in writing, clearly indicating the extent of the requirement, including the degree of nudity and/or the nature and extent of any such acts required, in advance of his or her entering into a Contract and the script must be submitted to the Performer if he or she so requests prior to his or her being contracted.

- A3.8.2 No Performer may be required to disrobe in whole or in part until after he or she has been auditioned as an actor, singer or dancer, etc.

Nudity or semi-nudity at auditions may be permitted only if:

- A3.8.2.1 An official Equity observer or an observer agreeable to Equity is present.
- A3.8.2.2 The direct professional and artistic interest of all persons present has been agreed between Equity and the Management.
- A3.8.3 No sex acts shall be required of any Performer at any audition.
- A3.8.3.1 Photographs depicting Artists in the nude, partly nude and/or sex acts, shall not be used for purposes other than direct publicity for the production, other than by the express written consent of the Artist.
- A3.8.3.2 The Manager undertakes that the prints and negatives of such photographs will be destroyed at the conclusion of the production.

- A3.8.4 In the case of an Artist arrested or charged with any offence arising from his or her Performance as directed, the Management will do all that is legally possible to assist the Artist.

For the purposes of the Regulations:

- A3.8.4.1 "Acts of a sexual nature" and "sex acts" shall mean "any act which if performed in public would be regarded as an indecent act".
- A3.8.4.2 "Nudity", "semi-nudity" and "disrobe" shall mean "to be in a state of undress which if in public could be regarded as indecent". Any dispute arising in relation to these Regulations shall be referred to the appropriate Theatre Council, which shall meet within 72 hours of such reference, and whose decision shall be binding on the parties. Failing such decision, the dispute shall be referred for binding decision to the Independent Chairman or Vice-Chairman of the Theatre Council or, should this be impracticable, to an independent person appointed by the Theatre Council for the purpose.

APPENDIX 4: FOR THE USE OF RAKED STAGES IN THEATRICAL PRODUCTIONS

THEATRE SAFETY COMMITTEE

A4.1 INTRODUCTION

- A4.1.1 A raked stage may be simple or contain multiple rakes and the surfaces come in many different forms.
- A4.1.2 A combination of different factors can lead to problems.
- A4.1.3 Costumes, footwear, the surface and the steepness of the rake, the choreography or fight sequences, and the time spent on the rake can all be contributory factors that can lead to discomfort or injury. It is important to appreciate that not only moving but also standing still on a rake can cause problems.
- A4.1.4 Everyone involved – Manager, Designer, Choreographer, Director and Performer – has a duty of care to minimise and contain the risk involved.
- A4.1.5 Whenever a rake is to be used a formal assessment of the risks associated with its use must be undertaken. The risk assessment should be carried out at every stage of production – from design, design of costumes, rehearsals, including technical rehearsals and dress rehearsals, and postproduction. When assessing the amount of time a performer is required to work on a rake, the entire working week must be taken into account, rehearsal time as well as performance time. It should be remembered that an individual may be working for more than one manager during the week and might therefore be working on more than one rake. Also relevant could be the anticipated duration of the performers' requirement to perform on the rake – what might be acceptable for a limited short run might be viewed differently for an extended run in the West End.
- A4.1.6 Thought should be given as to whether a particular rehearsal needs to take place on the rake and a balance struck between minimising the time spent on the rake whilst providing sufficient familiarisation with the problems of working on the particular rake.
- A4.1.7 It is accepted that rakes form a major part of set design and it is not the intention of this Code to prevent rakes being used when they are essential to the design concept of a production. These guidelines are to help minimise the potential for the rakes themselves to cause harm.

A4.2 DESIGNATING A RAKE

Simplistically, a rake is any stage performance surface that is not level. It covers both the very slight and the very steep. It is generally accepted that a rake of 1:21 or flatter is equivalent to a flat surface and that a rake of 1:12 or steeper should be regarded as a very steep rake other than for performers trained for this work. The steeper the rake the less suitable it is for extensively choreographed movement, high heeled shoes, carrying or pushing large and/or heavy objects or extended periods of work on the rake. All of the following factors should be assessed whenever performers are being asked to work on a rake.

A4.3 MOVEMENT

Movement covers not only dance. It could be normal movement, stylised movement or choreography. All of these have different implications when considering the suitability of working on a rake. The steeper the rake being considered the more restricted the range of suitable movements might be. Remaining in a stationary position for an extended period of time should also be assessed as the use of muscles when standing on a rake differs from standing or moving on a flat surface.

A4.4 SURFACE

Whilst it may seem obvious, the steeper the rake the more grip will be required from its surface and the more predictable the surface should be. Special care should be taken with the choice of final finish and consideration given to the effects of its cleaning and maintenance. Particular attention must be given to any area where a level surface meets a rake or where two rakes meet.

A4.5 FOOTWEAR

The sole of any footwear has to be compatible with the stage surface to enable sufficient grip for the rake and the activity being carried out. On a steep rake consideration should also be given to the amount of support provided by the footwear. Particular care must be given to the use of any high heel on a rake.

A4.6 COSTUME AND PROPS

Consideration must be given to what an actor is required to wear or carry on a rake in terms of weight, freedom of movement and balance.

A4.7 ACCESS

Over and above normal considerations of safety backstage, consideration must be given to how the rake can be safely accessed. This applies not only to stage entrances but also get off treads, where particular care must be given to the point at which a sloping surface meets a flat one and especially where a scenic rake is mounted on a raked stage.

A4.8 TOURING

If a production is touring care must be given to the implications of "putting a rake on a rake" – as where a touring floor meets a house rake.

A4.9 BREAKS

If a rake of 1:20 or steeper is being used the Manager should consider the performer's need for periods of time off the rake in addition to the normal breaks. Where a steep rake is being used a significant rest time off the rake may be necessary. These periods need not be additional "Break Time" but could be for instance time working on another aspect of the production off the rake. The amount should reflect the demands being made on the performers, both as to the steepness of the rake and what they are required to do on it, but for example 5 minutes off the rake within every hour might be sufficient.

A4.10 PRE-EXISTING RISK FACTORS

Performers with pre-existing risk factors that might be exacerbated by working on a rake, for example injuries, pregnancy or a predisposition to back or knee problems, should ensure that the Manager is made aware of any such risk factor as soon as they are aware that they are required to work on a rake so that it can be taken into account.

A4.11 WARMING UP AND COOLING DOWN

The importance of the body being in a fit state to deal with strains put upon it is generally recognised. Where work is to take place on a rake exercises for both warmup and cooling-down should be undertaken on a regular basis. It is recommended that a qualified individual be engaged to teach the performers appropriate warm up and cool down exercises. Depending on the steepness of the rake and other factors, a qualified individual may also be needed periodically to ensure that the exercises are being performed correctly.

These exercises should occur as a part of the preparation for working on the rake.

Time spent so doing should count as time worked for the purposes of weekly calculations, but should not impinge on any daily or weekly rehearsal time limits. These sessions should be a minimum of five minutes in length.

A4.12 SPECIALIST ADVICE

Where the use of a very steep rake is being considered, specialist advice should be sought to ensure that proper provision is made for minimising risk. Such a specialist could, for example, be a physiotherapist conversant with dance/sporting injury or some other person with identifiable experience in dealing with such matters.

A4.13 SUMMARY

So in general terms at 1:21 or flatter no specific steps need to be taken however if approaching that boundary it would be wise to consider the implications. At 1:12 or steeper specialist advice should be sought. Between the two all of the factors described should be addressed.

	Movement	Surface	Footwear	Costume	Access	Specialist
1:21 or flatter	✓	✓		☒☒		
1:20 – 1:13	✓☒	✓	✓	✓	✓	
1:12 or steeper	✓	✓	✓	✓	✓	✓

A4.14 APPLICABILITY

Whilst these guidelines primarily apply to performers, similar considerations apply to others – stage management – technicians – who may have to work on a rake.

APPENDIX 5: CODE OF CONDUCT FOR GET-INS, FIT-UPS AND GET-OUTS AS AGREED IN MAY 2010

INTRODUCTION

This code of conduct has been agreed jointly by UK Theatre and BECTU and is intended to set minimum standards to ensure safety for all get-ins and get-outs. Additionally, where appropriate, it suggests best practice which should be adopted wherever practicable.

A5.1 STAFFING

A5.1.1 The touring and resident managers must provide sufficient competent, trained staff for the safe getting-in, fitting-up and getting-out of each production, plus appropriate tools for the job.

A5.1.2 Touring Company – Loading/Unloading Supervisor

It is incumbent on the touring manager to appoint a competent person to supervise the unloading/loading of wagons.

Nothing must be loaded onto, or unloaded from, a wagon unless the competent supervisor appointed by the touring manager is present or has given specific instructions.

A5.1.3 Working Hours/Breaks

It is recognised that the usual patterns of work dictate that long hours will often be worked by resident and touring company staff engaged in the getting-in, fitting-up and getting-out of productions. It is further recognised that in order to complete the work, breaks have tended to be eroded. However, the safety of staff must never be compromised and wherever practicable a break of 11 hours should be given in any 24 hour period, in accordance with the Working Time Regulations (WTR).

A break of 11 consecutive hours must be planned for everyone in any 24 hour period, and compensatory rest given to comply with the provisions of the UK Theatre/BECTU Agreement. This applies equally to resident and touring staff, and to anyone else involved, including drivers.

It is never acceptable for compensatory rest to be paid to full-time members of staff instead of giving an actual break.

It is essential that if it is necessary to work through breaks (other than the compulsory 11 hour rest period) safety is not compromised. Working hours should be limited to a maximum of 16 hours in any 24 hour period. It is acknowledged that, on very rare occasions, it may be necessary to exceed 16 working hours in practice to complete the task in hand, but it should never be planned that staff work more than 16 hours in any 24 hour period.

A5.1.4 Drugs And Alcohol

UK Theatre and BECTU apply a zero tolerance approach to the misuse of alcohol and drugs.

No member of staff engaged in safety-critical areas is permitted to be under the influence of alcohol or drugs whilst at work. Similarly, the performance of staff taking prescription drugs must not be impaired. This includes ALL staff involved in the getting-in, fitting-up and getting-out and running productions engaged by both the resident and touring managers. For the avoidance of doubt, no alcohol should be consumed within eight hours of starting work, and none permitted until after the final shift is finished.

Any member of staff involved in the getting-in, fitting-up and getting-out of productions who is considered by either supervisor to be unfit for work will cease working, irrespective of their manager.

A contact number for Senior Management must be clearly visible at Stage Door.

A sample drugs & alcohol policy can be found at clause A5.5 of this Appendix.

A5.1.5 Personal Protective Equipment (PPE)

It is inevitable that the requirement to wear PPE adopted by the resident manager will occasionally differ from that adopted by the touring manager. This potentially creates a tension between the two sets of staff. It is incumbent on the touring manager to ensure that all members of his/her staff comply with the standards adopted by the resident manager. The resident manager's rules will apply.

Personal Protective Equipment suitable for the task in hand will be worn by all staff. It is the responsibility of the resident manager to set the standard for the use of PPE in his/her venue, and the touring manager's staff to comply with that standard. At the very minimum, steel toed boots, hard hats and high visibility jackets will be worn by everyone involved in the getting-in and out of productions, where deemed appropriate by the resident manager.

A5.1.6 Training

The standard and extent of training varies from venue to venue and touring company to touring company.

As a minimum, and as is reasonably practicable, all staff engaged by the touring and resident managers on a get-in, fit-up and/or get-out will have had an industry standard induction course which will include:

- manual handling (theatre specific)
- working at heights
- flying
- theatre terminology
- use of knots
- use of PPE
- drugs and alcohol policy
- H&S policy and guides to safe working
- risk assessments
- working hours and the Working Time Regulations
- working with electricity
- COSHH
- Noise Regulations
- BECTU/UK Theatre Agreement
- Tallescope use
- First aid and accident reporting

A5.2 LOADING/UNLOADING

A5.2.1 Loading Plan

Each wagon should have a loading plan/method statement which has been provided by a responsible representative of the touring manager. This information, accompanied by a risk assessment for the load, should ideally be sent to the resident manager prior to the production arriving at the venue.

The loading information and risk assessment will be available to, and understood by the relevant venue representative before any unloading or loading takes place.

A5.2.2 Access/Egress

The resident & touring managers will jointly ensure that there is adequate access for vehicles, and that there is sufficient lighting for safe loading and unloading.

A5.2.3 Ramps/Tail Lifts

The resident and touring managers will ensure that ramps and vehicle tail lifts are working and operated correctly. Ramps must be designed to ensure safe loading and unloading, preferably with non-slip flooring.

A5.2.4 Lifting Machinery

The resident and touring managers will ensure that any lifting machinery is working and operated correctly, and that operators are properly trained, and where appropriate, have the necessary licences.

A5.2.5 Working Weights

It is recognised that many items on tour will be of irregular shape and that the weight of an object may not immediately be apparent. It is imperative that anyone lifting that object knows the rough weight, how many people are needed to lift it, and where the optimum lifting points are. Production Companies must weigh and mark up scenery prior to it leaving the design workshops.

Each item which needs more than one person to lift it will be clearly marked either with the approximate weight, or the optimum number of people who are needed to lift it or, preferably, both. Where an object needs to be lifted in a certain way, or is likely to be dangerous, this will be clearly set out in the loading instructions.

A5.2.6 Packing Of Boxes, Skips And Flight Cases

Production Companies are strongly urged to discontinue the use of Tri-Wall boxes (large cardboard skips) for the transportation of stage props/costumes/cloths etc. Wheeled flight cases should be used as a substitute, but safe working loads not exceeded.

Tri-Wall boxes that are used must be in good order, must have the weight clearly shown on the visible face (exterior) of the box (when loaded) and the maximum weight must not exceed 50kg. Rope handles must be in good working order.

Staff not directly involved in the loading/unloading who pack items for transit will be given suitable training to ensure that boxes, skips and flight cases are not over-filled, top heavy or unbalanced. Weight markings must be on the logical visible face as the case is accessed for unloading.

A5.2.7 Working At Height

It may not be generally understood that working at height legislation applies when working near the front of the stage (where there is a potential to fall into or drop something into the auditorium or pit) and when inside a wagon, loading or unloading.

As a minimum during get-ins, fit-ups and get-outs, a highly visible marker, such as a yellow chain, will be hung across the stage front.

A5.2.8 Stacking Techniques

Where there are several pieces of a similar shape and size, for example 8 x 4 flooring

sheets, ideally they should be toured in purpose built wheeled racking.

As a minimum such sheets should be toed out and tied off every 10 sheets in the wagon. If it is not practicable to toe out, they should be tied off every 5 sheets.

A5.3 REPORTING

A5.3.1 Dangerous Occurrences/Problems/Incidents

A system must be in place to ensure that a dangerous occurrence is not repeated in each venue on the tour. Each resident manager must not approach the get-in afresh without the benefit of knowing of previous problems/incidents.

A5.3.2 An incident book will be toured with every touring production, (in the same way that each venue will have an accident book), to be easily accessible from the commencement of the engagement. Any dangerous occurrences, problems or incidents will be entered in this book and signed off by both the touring and venue representative. The resident and touring managers will ensure that these records are kept up to date and reviewed before the start of any get-in. In the case of any serious occurrence, the venue representative will undertake to email or phone ahead to the next venue on the tour, so that the following venue can be prepared.

A5.4 GET-IN/GET-OUT HEALTH AND SAFETY CHECK SHEET

The Get-in/Get-out Health and Safety Check Sheet (at the back of the Agreement) will be completed for each production in each venue. A copy will be retained by both the resident and the touring managers' representatives. This is to ensure compliance with this code of practice. In cases where there is significant non-compliance, a copy of the check sheet will be sent to the Resident and Touring Managers for their personal attention.

If the resident manager and touring manager disagree, they should each complete a Check sheet and send copies to the Resident and Touring Managers for their personal attention.

A5.5 SAMPLE DRUGS AND ALCOHOL POLICY FOR GUIDANCE PURPOSES

Please note that this is not a zero tolerance policy.

A5.5.1 Alcohol And Drugs Policy

[Theatre] recognise the need to ensure that all times the staff has a highly competent workforce capable of providing the best possible customer service. The [Theatre] wishes to create and support a healthy and safe working environment, not only through its obligations to comply with the Health and Safety at Work Act 1974, but also through a supportive and rehabilitative approach towards alcohol, drugs and substance abuse problems.

A5.5.2 Alcohol/Drugs In The Workplace

Alcohol must not be consumed during working hours or during breaks (including meal breaks). Staff are expected to arrive for work in a fit condition to perform their duties and to remain so until the working day is completed. Therefore, staff are expected to abstain from drinking alcohol until their working day has ended.

Permission from your [Director/Head of Department or the Chief Executive] must be gained for individuals to drink moderate levels of alcohol at evening hospitality events, press nights or one off celebratory occasions. Individuals present at such events should be aware that they are representing the [Theatre] and behave in a responsible and professional manner. The drinking of alcohol is permitted at parties when organised by the [Theatre].

Should an individual be taking prescribed drugs or have a medical condition that may

have similar symptoms to being under the influence of alcohol or a prohibited drug, their Line Manager should be informed immediately.

Any breach of the rules on alcohol consumption, and should an individual bring the [Theatre] into disrepute due to alcohol consumption, could lead to disciplinary action being taken which may lead to instant dismissal.

Individuals must not use, possess, conceal or deal in, prohibited substances on [the Theatre] premises or arrive to work under the influence of such substances. Any breach will be reported to the police and will constitute Gross Misconduct.

A5.5.3 Procedures

Suspicion of a member of staff being under the influence of alcohol or drugs during working hours should be reported immediately to the relevant manager on duty. Managers receiving such reports or suspecting an individual to be under the influence of alcohol or drugs should:

A5.5.3.1 Speak to the individual privately and ask if they require a witness.

A5.5.3.2 Inform the individual of their concern that the individual is under the influence of alcohol or drugs and the reasons for this belief.

A5.5.3.3 Listen to any representation the individual makes.

A5.5.3.4 Make notes of the discussion.

If the manager considers the individual to be under the influence of alcohol or drugs and unfit for duty, the manager may suspend the individual on full pay. In certain circumstances it may be appropriate to send the individual home but not under suspension. The disciplinary procedure may then be implemented.

In determining whether an individual is unfit for duty the manager needs a reasonable belief that the individual is under the influence of alcohol or drugs. Any witnesses should be asked to make a written statement as soon as possible following the incident.

A5.5.4 Intervention

It is possible that a member of staff with an alcohol, drugs or substance abuse problem will come to the notice of a department through the observation of colleagues or through inadequate or deteriorating work performance. It is in the interest of the member of staff with such a problem to be offered help as soon as possible.

The first approach should normally be for colleagues to encourage the individual to recognise his/her problem and seek advice, either through his/her GP, our free confidential counselling service or contact the [HR Manager, Line Manager] in confidence. If this fails, colleagues are encouraged to alert their manager to the situation so that more formal support may be provided. The manager will then, after consultation with the [HR Manager, Departmental Head] arrange to meet with the member of staff to discuss the matter. The discussion will be confined to aspects of work performance, attendance, behaviour and/or attitude. In these circumstances the first step will most likely be referral, advice, support and/or treatment. Should job performance continue not to meet the required standard the individual may be subject to disciplinary action as detailed in our disciplinary procedures.

Get In/Get Out Health & Safety Check Sheet

The Check Sheet is for data collection and transfer of Health and Safety information for touring productions to ensure compliance with the Code of Conduct for Get Ins, Fit Ups and Get Outs.
The Check Sheet should be completed for each production in each venue. A copy should be retained by both the resident and the touring managers' representatives.

Theatre:	Show:	Resident Reps:	Touring Reps:	Dates:
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Staffing	Get in	Get Out	Get in	Get-Out
No. of Venue Staff Called			No. of Touring Staff Called	
Sufficient Venue Staff Present? Y / N			No. of Touring Staff Present	
Comments				
Pre Get In	Venue Staff (please circle) – Minimum rest break between last shift worked and this Get In If less than 11hrs – Number of Venue Staff affected by this			≥11 hours <11 hours
	Touring Staff (please circle) – Minimum rest break between last shift worked and this Get In If less than 11hrs – Number of Touring Staff affected by this			≥11 hours <11 hours

Hours Worked	Stage	LX	Venue Staff (please circle)	Other	Touring Staff (please circle)
Get In – Comments:					
Overnight rest/breaks – Get In/Fit Up Comments:					
Last show day duration (hrs)					
Get out duration (hrs)					
No. of breaks taken during Get Out (max 1/2hr per 3hrs worked)					

Other Concerns (please tick)	Did Lorry Drivers adhere to Safe Working Practices?	Yes	No	N/A
(provide full details)	Were Staff adequately experienced?	Yes	No	
	Were alcohol/drugs concerns raised? Were they dealt with to mutual satisfaction?	Yes	No	Yes No
	Was PPE legislation complied with?	Yes	No	
	Certificates provided? (chain hoists, motors, steels, shackles etc.)	Yes	No	N/A
	Safety non-compliance?	Yes	No	
Loading Plan (please tick)	Method Statement/Risk Assessment provided?	Yes	No	
	Loading according to plan or specific instruction?	Yes	No	
	Was loading/unloading officer conversant with plan or specific instruction?	Yes	No	

Vehicle load & general access (please tick)	Was there safe access/egress? Was the vehicle load safe and secure? Were all items stacked safely? Was the vehicle interior lit appropriately?	Yes	No	Yes	No	N/A
Lifting	Were ramps and lifting machinery working and operated correctly?	Yes	No	Yes	No	
	Did operators have correct licences?	Yes	No	Yes	No	
	Were all items marked?	Yes	No	Yes	No	
Packing (please tick)	Were all items marked to show number of people required to lift?	Yes	No	Yes	No	
	Were all items properly packed?	Yes	No	Yes	No	
	Was the front of the stage marked by rope, chain or hard barrier?	Yes	No	Yes	No	
Reporting (please tick)	Was Touring Incident Book available prior to Get In?				Yes	No
	Were there any Accidents/Incidents/Near Misses?				Yes	No
	Were there sufficient crew called/touring staff present to complete get in/out safely, in the time allotted?				Yes	No

Attach copies of relevant TSC Accident & Near Miss reporting forms * Downloadable from www.abtt.org.uk/technical-resources/downloads.htm

Other Comments – Resident Managers' Representative	Other Comments – Touring Managers' Representative
Was the Code of Conduct adhered to? Yes / No Signed: _____ Tel: _____ email: _____ Date: _____	Was the Code of Conduct adhered to? Yes / No Signed: _____ Tel: _____ email: _____ Date: _____

APPENDIX 6: CODE OF CONDUCT FOR ARTISTS

All artists are expected to abide by the 'Artists Duties and responsibilities' as explained in Clause 14 of the Commercial Theatre Agreement, including:

- Perform the role as directed.
- Comply with the Manager's rules at the theatre and the rehearsal room
- Take proper care of costumes, wigs etc, and also of the working environment such as dressing rooms and backstage.
- Have proper regard for the safety and welfare of other people in the workplace.
- Maintain a professional attitude at all times.
- Let the Manager know as soon as possible of any changes to their address or other contact details.

The following are specific points which Equity and UK Theatre have agreed that all artists should follow:

A6.1 BREACH OF CONTRACT

Once an Artist has accepted an offer to be engaged on a Production (which includes a verbal or written acceptance, whether personally done or via an agent), they accept that if they subsequently break that commitment then they run the risk of being held responsible by the Manager for breach of contract and therefore could be liable for any costs incurred by the Manager in, for example, recasting the Artist.

A6.2 HOME ADDRESS

An artist needs to have been living for a reasonable amount of time at the address which they give as their home and contractual address when accepting an engagement. The Manager will ask the Artist to provide copies of bills or a bank statement which show the Artist's contractual home address.

A6.3 SOCIAL MEDIA

Artists need to be aware of the potential impact of what they are posting on social media sites such as Twitter and Facebook. The emphasis needs to be on using these media responsibly and reflecting the production in a positive light. Posts which are negative, bring the production or the Manager into disrepute, or breach any confidentiality could bring about disciplinary action for the Artist. The Artist should be aware that this includes the confidentiality of what is happening in the rehearsal room and also any information which is embargoed.

A6.4 DRUGS & ALCOHOL

All Artists are required to co-operate with the Manager's position or policy towards Artists consuming illegal drugs or alcohol before or during working hours. This could mean a total ban on being under the influence of illegal drugs or alcohol at any point during working hours. If an Artist appears to be under the influence of alcohol or illegal drugs in the workplace, disciplinary procedures may be invoked.

A6.5 PUNCTUALITY

All Artists need to arrive for rehearsals and performances in sufficient time that they are ready and fully prepared to start work at the call time. The Artist must be in the building and signed-in for the half-hour call, unless the Manager has given the Artist prior approval otherwise.

A6.6 SICKNESS

Artists must inform the Manager at the earliest possible moment if they are sick and unable to attend a rehearsal or performance call. Artists should understand that the Manager may withhold sick pay if the Artist does not provide the Manager with a self-certificate form for sickness absence of 7 days or less, or a doctor's certificate when absent for more than 7 days.

A6.7 LIVING ARRANGEMENTS ON TOUR

An Artist who receives touring allowance must stay in accommodation not more than 10 miles from the relevant performing venue in order to be eligible for receiving the payment unless a further distance has been mutually agreed between the Artist and Management.

A6.8 WHO SHALL PERFORM WHEN

It is for the Manager not the Artist to decide which Artist shall perform in which role at each and every performance. For instance, Artists who are sharing responsibility for a role may not decide who will perform when without the permission of the Manager.

APPENDIX 7: EXCERPT OF THE SAMPLE STANDARD CONTRACT

This Contract Reference TEC1234

THIS CONTRACT, which incorporates the provisions of the Commercial Theatre Agreement, dated 15 April 2015 as agreed between UK Theatre and Equity, is made BETWEEN Test Company ("the Manager") OF Testing Address AND Test Artist ("the Artist") OF Test Address ("the Artist's Home Address") on the date that it is signed by the second party to sign it. IT IS AGREED as follows

1. INTERPRETATION

- 1.1. Throughout the Standard Contract a reference to a "clause" is a reference to a clause of the UKT/Equity Commercial Theatre Agreement.

2. INCORPORATION OF THE UKT/EQUITY AGREEMENT

- 2.1. This Contract shall incorporate the Agreement. Where there is any conflict between the Agreement and this Contract (other than solely as a result of an increase in any sum of money provided in the Agreement), this Contract shall prevail.
- 2.2. For the avoidance of doubt, all sums of money set out in the Standard Contract are subject to revision in accordance with the Agreement, and in particular (but without limitation), Clause 2.9 of the Agreement.
- 2.3. The Agreement can be viewed at the place of work and obtained from the offices of Equity.

3. PRODUCTION

PRODUCTION

The Manager engages the Artist for the Production entitled Test Production at Test Venue/UK Tour.

4. NATURE OF THE ENGAGEMENT AND MINIMUM APPLICABLE SALARY

- 4.1. The Artist is engaged as an Actor. The engagement is for 8 performances per week.
- 4.2. The applicable salary tier for the engagement is Tier A. The Applicable Minimum Salary is £XXX.00.

5. PERIOD OF ENGAGEMENT AND CONTINUOUS ENGAGEMENT

- 5.1. Subject to provisions for variation of dates under Clause 3.1 of the Agreement, the engagement shall begin on the first day of the Rehearsal Period or, if there is no Rehearsal Period, the day of the Artist's first Performance. The Artist's continuous engagement commences with effect from the beginning of the engagement.

- 5.2. The Rehearsal Period shall commence on xx/xx/xx.
- 5.3. The Artist's first Performance in the Production shall be on xx/xx/xx.
- 5.4. The engagement shall finish on xx/xx/xx or the end of the tour or season if earlier, subject to the Manager giving the Artist not less than two weeks' written notice of their termination date.
- 5.5. Further terms and conditions relating to the circumstances in which the engagement may be terminated and the length of notice required are set out in the Agreement.

6. ARTIST'S DUTIES

PERFORMING DUTIES

- 6.1. The Artist shall perform the role of Test Role.

7. OTHER CONSENTS

The Artist shall not alter his/her appearance excluding reasons beyond his/her control without the Manager's prior consent.

- 7.1. AIR TRAVEL
- 7.2. The Artist has agreed to travel by air if required to do so by the Manager.

8. SALARY

- 8.1. Not less than the Applicable Minimum Salary under Clause 2.3 shall apply to this Contract.
- 8.2. The Artist's Salary covers work on a maximum of any six days in any one Week. The working week will comprise a maximum of 46 hours between 08:30 and 23:30.
- 8.3. The Manager shall pay the Artist a basic
 - 8.3.1. Rehearsal Salary of the UKT / Equity minimum – currently £xxx.xx.
 - 8.3.2. Performance Salary of the UKT / Equity minimum – currently £xxx.xx.
- 8.4. LIVING AWAY ALLOWANCES
 - 8.4.1. Subsistence Allowance of £130.00 per week will be paid for rehearsal weeks, subject to the conditions of Clause 9.3 of the Agreement.
 - 8.4.2. Weekly Touring Allowance of £235.00 per week will be paid for performance weeks, subject to the conditions of Clause 9.3 of the Agreement.

APPENDIX 8: UK THEATRE/EQUITY COMMERCIAL THEATRE AGREEMENT RATES for 2015-19

WEEKLY SALARY MINIMA 8-show weeks	6 Apr 2015 – 3 Apr 2016	4 Apr 2016 – 2 Apr 2017	3 Apr 2017 – 1 Apr 2018	2 Apr 2018 – 7 Apr 2019
TIER A* (1,500 seats +)				
Rehearsal minima				
Performer / ASM	£420.00	£435.00	£445.00	£460.00
DSM	£479.00	£496.00	£507.50	£524.50
SM	£533.50	£552.50	£565.00	£584.00
C&SM	£575.50	£596.00	£609.50	£630.00
Performance minima				
Performer / ASM	£450.00	£462.50	£475.00	£487.50
DSM	£562.50	£578.00	£594.00	£609.50
SM	£630.00	£647.50	£665.00	£682.50
C&SM	£675.00	£694.00	£712.50	£731.50
TIER A (500-1,499 seats)				
Rehearsal minima				
Performer / ASM	£415.00	£425.00	£435.00	£455.00
DSM	£473.00	£484.50	£496.00	£519.00
SM	£527.00	£540.00	£552.50	£578.00
C&SM	£568.50	£582.50	£596.00	£623.50
Performance minima				
Performer / ASM	£440.00	£450.00	£460.00	£470.00
DSM	£550.00	£562.50	£575.00	£587.50
SM	£616.00	£630.00	£644.00	£658.00
C&SM	£660.00	£675.00	£690.00	£705.00
TIER B (250-499 seats)				
Rehearsal minima				
Performer / ASM	£413.50	£420.00	£425.00	£430.00
DSM	£471.50	£479.00	£484.50	£490.00
SM	£525.00	£533.50	£540.00	£546.00
C&SM	£566.50	£575.50	£582.50	£589.00
Performance minima				
Performer / ASM	£435.00	£440.00	£445.00	£450.00
DSM	£544.00	£550.00	£556.50	£562.50
SM	£609.00	£616.00	£623.00	£630.00
C&SM	£652.50	£660.00	£667.50	£675.00
TIER C (0-249 seats)				
Rehearsal minima				
Performer / ASM	£345.00	£350.00	£355.00	£360.00
DSM	£393.50	£399.00	£404.50	£410.50
SM	£438.00	£444.50	£451.00	£457.00
C&SM	£472.50	£479.50	£486.50	£493.00
Performance minima				
Performer / ASM	£345.00	£350.00	£355.00	£360.00
DSM	£431.50	£437.50	£444.00	£450.00
SM	£483.00	£490.00	£497.00	£504.00
C&SM	£517.50	£525.00	£532.50	£540.00

Note that:

- To qualify for Tier A*, 60% of a tour must be performing in theatres of more than 1,500 seats
- Capacity relates to tickets on sale, not seating capacity of theatre

- 60% relates to number of performing weeks, not the number of venues on the tour
- There is no prior requirement to let Equity know of tier decision
- Overseas touring venues do not change capacities

APPENDIX 9: UK THEATRE/EQUITY COMMERCIAL THEATRE AGREEMENT RATES for 2015-19 FOR ACTOR-MUSICIANS

These rates are applicable where the instrument is played for a substantial part of the performance.

ACTOR-MUSICIANS Weekly Salary Minima 8-show weeks	6 Apr 2015 – 3 Apr 2016	4 Apr 2016 – 2 Apr 2017	3 Apr 2017 – 1 Apr 2018	2 Apr 2018 – 7 Apr 2019
Rehearsal minima	£492.65	£505.80	£516.57	The rehearsal and performance rates for Actor-Musicians are determined by the UK Theatre/MU figures and so will be increasing from its April 2018 settlement
Playing up to 2 instruments	£565.29	£576.60	£588.13	
Playing 3 or more instruments	£621.82	£634.26	£646.94	
TIER A (500-1,499 seats)				
Rehearsal minima	£490.15	£500.80	£511.57	
Playing up to 2 instruments	£565.29	£576.60	£588.13	
Playing 3 or more instruments	£621.82	£634.26	£646.94	
TIER B (250-499 seats)				
Rehearsal minima	£489.40	£498.30	£506.57	
Playing up to 2 instruments	£565.29	£576.60	£588.13	
Playing 3 or more instruments	£621.82	£634.26	£646.94	
TIER C (0-249 seats)				
Rehearsal minima	£455.15	£463.30	£471.57	
Playing up to 2 instruments	£565.29	£576.60	£588.13	
Playing 3 or more instruments	£621.82	£634.26	£646.94	
ACTOR-MUSICIAN UNDERSTUDYING				
Where an Artist is paid as an Actor but covers an Actor-Musician:				
Responsibility payment (Paid per role, per week)	£22.00	£22.22	£22.44	See above
Performance payment: cannot be less than the difference between the cover's basic pro-rated per performance and the appropriate Actor-Musician minimum pro-rated per performance.				
Where an Actor-Musician is covering another Actor-Musician:				
Actor understudy payments apply (other than incidental and minor covering)				

APPENDIX 10: UK THEATRE / EQUITY COMMERCIAL THEATRE AGREEMENT RATES FOR 2015-19 – ADDITIONAL PAYMENTS

ADDITIONAL PAYMENTS	Clause		6 Apr 2015 – 3 Apr 2016	4 Apr 2016 – 2 Apr 2017	3 Apr 2017 – 1 Apr 2018	2 Apr 2018 – 7 Apr 2019
Subsistence	9.3.1	Weekly	£120.00	£130.00	£140.00	£150.00
Touring allowance	9.3.2	Weekly	£225.00	£235.00	£240.00	£250.00
Daily touring allowance	9.3.3		£46.06	£46.52	£46.98	£47.45
Understudy responsibility payment	6.5.7	per role, per week	£16.39	£16.56	£16.72	£16.89
Understudy performance payment	6.5.9	per role, per performance	£24.54	£24.79	£25.04	£25.29
Understudy performance payment	6.5.10	ceiling, per week	£73.66	£74.40	£75.14	£75.89
Swing Dancer	6.5.6	weekly	£20.48	£20.69	£20.89	£21.10
Dance Captain	6.5.6		£36.83	£37.20	£37.58	£37.95
Flying	6.5.6		£45.83	£46.29	£46.76	£47.22
Mileage allowance	9.4.3	as needed	£0.48			

CEILING SALARIES				
Tier A*	£675.00	£693.75	£712.50	£731.25
Tier A	£660.00	£675.00	£690.00	£705.00
Tier B	£652.50	£660.00	£667.50	£675.00
Tier C	£517.50	£525.00	£532.50	£540.00

Summary of 2015-19 Agreement Changes (changes from the 2012-15 Agreement)

FINANCIAL TERMS

- Minimum salary now set at one of four Tier levels, the applicable Tier being determined by seating capacities on sale for the Production. One Tier applies to whole contract.
- Understudy, swing, dance captain and flying payments: increase by 1% for each year of the settlement
- New salary terms for Actor-Musicians (see detail below)

6.4.4

App 10

MINIMUM SALARY TO COVER ONE ROLE

Clarification that the minimum salary covers one position under the Agreement.

6.4.5

TOURING ALLOWANCE & SUBSISTENCE

- Rates set for touring and subsistence allowances for each year of the settlement.
- Clarifications and changes to when subsistence is payable. Subsistence is clarified as being payable for rehearsals. If a production is performing in one venue only, subsistence is payable for rehearsals and performances irrespective of the number of weeks.
- If a production is performing at more than one venue, subsistence is payable in rehearsals but touring allowance is payable in the performing weeks irrespective of the number of weeks performing at any particular venue. Please note that this a removal of the provision where an artist could drop from touring allow.

App 10

9.3

ACTOR-MUSICIANS

Schedule of terms added. Key areas include:

- Rehearsal pay minimum: calculated by half of the relevant Equity minimum + half of the relevant MU minimum
- Performance pay minimum for up to 2 instruments: the relevant MU minima will apply
- Performance pay minimum for 3 or more instruments: MU trebling will apply with no cap on the number of instruments that can be played
- Understudying provisions.
- Terms relating to the use of an artist's own instrument.

7

EPK

Provisions updated to align with SOLT/ Includes wording which allows for the re-filming or re editing of an EPK and for the usage period to be calculated from the date the EPK is first used.

17

CAST ALBUM

14 working days' notice to be given.

16.4

CHRISTMAS BREAK

Change so that an unpaid break over the Christmas period can only be given if the artist is notified at the pre-contractual stage.

3.3

CODE OF CONDUCT FOR AUDITIONS

The changes agreed for the SOLT/Equity agreement will be adopted by the CTA.

App 3

NOTICE OF CALLS

48-hours' should 'normally' be given during the performance period, subject to carve-outs including emergencies and visits by the creative team.

10.6

CONTRACTING BUY-OUTS

- The template which Managers obtain from UK Theatre for engaging under the CTA will now require the Manager to tick which elements are included in the Artist's buy-out.

2.11

FAMILY FRIENDLY PROVISIONS

Amended to reflect impact of change in Artist's National Insurance status.

13

DISCIPLINARY AND GRIEVANCE PROCEDURE

The section in relation to the 'Right to be accompanied' will be brought into line with the SOLT/Equity Agreement which states that this right does not apply to investigatory meetings.

App 1

CALCULATION OF MILEAGES

Clarification that when using AA Routeplanner the determining route will be the one shortest by mileage.

9.1 &
10.1

INCAPACITY

Clarification that payments during absence are calculated on the Artist's basic salary or the Ceiling Salary whichever is the lowest.

12.2

EQUITY MEETINGS

Amended to reflect that Equity meetings of no more than half an hour may be held within working time.

2.6

ARTIST VAT

Payment provisions added for an artist who is VAT registered.

6.5.11

STANDARD CONTRACT

The Commercial Theatre Agreement contract is now available as an electronic template similar to the template used by the SOLT/Equity agreement. This contract in full can be obtained by contacting UK Theatre.

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Notes

32 Rose Street
London
WC2E 9ET
Tel: 020 7557 6700
Fax: 020 7557 6799
www.uktheatre.org

Guild House
Upper St Martin's Lane
London WC2H 9EG
Tel: 020 7379 6000
Fax: 020 7379 7001
www.equity.org.uk

