



Agreement for

Performers and Stage Management

contracted by

Subsidised Managers in the UK

From January 2017

(version January 2019)

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DEFINITIONS

Actor	A performer who is not a supernumerary. This term encompasses singers and dancers in addition to actors.
Actor-Musician	An Artist who performs and plays one or more musical instruments for a substantial part of the Performance. <i>(Schedule 3)</i>
Agent	The Artist's nominated representative who may act on the Artist's behalf.
Artist	The generic term for anyone engaged under this Agreement.
Average Weekly Salary	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 Schedule 1, Clauses 21.1 to 21.6, subject to the Artist complying with the applicable procedures for taking such leave. <i>(Schedule 1, Clause 14)</i>
Base Theatre	The theatre where the Manager is based.
Basic Performance Salary	The contracted Salary for the Performance Period together with any guaranteed payments including Understudy Responsibility Payments, Dance Captain or Swing payments but excluding overtime, Public Holiday and Understudy Performance Payments.
Basic Rehearsal Salary	The contracted Salary for the Rehearsal Period together with any guaranteed payments including Understudy Responsibility Payments, Dance Captain or Swing payments but excluding overtime, Public Holiday and Understudy Performance Payments.
Call	A period of time consisting of Hours of Work for which the Artist is called by the Manager.
Ceiling Salary	The rate used as the upper limit for calculating payments due for provisions including, but not limited to, failure to produce, overtime and payment during absence. Calculated as twice the Minimum Weekly Salary divided by the maximum working hours in the week the Ceiling Salary relates to (i.e. either 43 or 46).
Children's Show	Any Production whose primary audience is children. <i>(Schedule 1, Clause 10.2)</i>
Chorus	Performance duties that are substantially similar to those undertaken by a number of other Performers.

Clause references indicated are intended as a guide and not an exhaustive list of all clauses in the Agreement relating to these items.

Company Manager	Senior representative of the Manager usually present at performances. The duties of Company Manager may be combined with the duties of Stage Manager.
Contract	The Standard Contract together with any addenda or riders thereto as signed by the Artist and the Manager.
Cover	An Actor who may take the place of another due to illness, injury etc. "Covered" and "Covering" shall be interpreted accordingly. <i>(Schedule 2, Clause 2)</i>
Dance Captain	The senior member of the Chorus or any other member of the company who may be required to take or oversee rehearsals or replacement routines – also sometimes known as Head Boy or Head Girl. <i>(Schedule 2, Clause 4)</i>
Emergency	An unexpected and sudden event that requires urgent measures to be taken that might not otherwise be appropriate under this Agreement.
EPK	An Electronic Press Kit. <i>(Schedule 1, Clause 23)</i>
Half	35 minutes before advertised curtain up
Head Boy/Head Girl	A senior member of the Chorus, or any other Artist who may be required to take or oversee rehearsals, warm ups or classes. Also sometimes known as Dance Captain. <i>(Schedule 2, Clause 4)</i>
Hours Of Work	Attendance for work as called by the Manager and detailed under Schedule 1, Clause 7.
Implementation Date	30 January 2017.
Leading Role	A substantial Role which – in terms of quantity – is essential to the narrative of the drama. There would not normally be more than two or three Leading Roles in any on Production. <i>(Schedule 2, Clause 2)</i>
Lieu Day	A day declared by the government as a public or bank holiday in lieu of 25th December, 26th December or 1st January. <i>(Schedule 1, Clause 15)</i>
Making Of Documentary	A documentary about the making of the Production itself. <i>(Schedule 1, Clause 23)</i>
Manager	The person, company or authorised representative of the person or company entering into a contract with an Artist.
Meal Allowance	A fixed sum to compensate an Artist for meal costs. <i>(Schedule 1, Clause 17)</i>
Minimum Weekly Salary	The minimum Salary for the Artist set out in Appendix 7

Clause references indicated are intended as a guide and not an exhaustive list of all clauses in the Agreement relating to these items.

MRSL	Middle Range Salary Level. All Managers shall be allocated an appropriate MRSL Grade this being either Grade 1, 2 or 3. They will be required to achieve the relevant average salary during the financial period set by UK Theatre and Equity. All Managers shall be required to provide on an annual basis the total amount of basic salaries (excluding overtime, Sunday payments, holiday pay, subsistence or any other additional payments) paid to Actors during the period and the total number of Actor weeks offered by the Manager during the same period (Stage Management and other production staff are excluded). Salaries in excess of twice the appropriate MRSL shall be deemed to be, for the purposes of calculating the MRSL, twice such level. The MRSL is determined by dividing the total salaries by the Actor weeks. If any Manager fails to achieve the level appropriate to their grade then the shortfall shall be paid to Equity for distribution to the Actors who worked for the Manager concerned. <i>(Schedule 1, Clause 3)</i>
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. <i>(Schedule 1, Clause 23)</i>
Nominated Rest Day	The day within each Week when the Artist is free from all Calls and consequently the day on which any Call will be subject to additional payment/compensatory time off.
Not Less Than	When used in connection with sums of money payable by the Manager, the sum prefaced by the expression "Not Less Than" shall be payable unless a higher sum shall have been negotiated between the parties prior to the signature of the Contract.
NVAP	National Video Archive of Performance. <i>(Schedule 1, Clause 24)</i>
Overtime Rate	The rate payable when in breach of the Hours of Work. <i>(Schedule 1, Clause 7 and 12)</i>
Part	The duties undertaken by an Actor who is not a Cover. This can comprise one or more named characters, a track of small chorus appearances or some combination of these.
Performance	A presentation of the Production given before a paying audience.

Clause references indicated are intended as a guide and not an exhaustive list of all clauses in the Agreement relating to these items.

Performance Period	The time between the Artist's first Performance and the end of the Artist's Contract.
Performance Salary	The Weekly sum stated in the Artist's Contract which applies after the Rehearsal Period ends.
Performance Schedule	The number of performances regularly played by a Production for an individual Artist. In this context occasional additional or missing Performances do not affect this figure.
Performer	An Artist who is not a member of the Stage Management.
Place of Work	The location where an Artist is called to work.
Play	A theatrical performance which may include plays, musicals or revues.
Press Night	The main Performance to which the press are invited, sometimes known as the first night or opening night.
Press, Publicity, Promotion	Marketing and/or press and/or promotional activity arranged by the Manager with the intent of increasing public awareness of the Production.
Production	The version of the Play named in the Artist's Contract presented under that Contract. It does not include versions of the play presented under any other contract.
Public Holiday	Bank and public holidays in England and Wales, Scotland or Northern Ireland, as applicable to the country the Manager is based in. Where a lieu day is declared by the government of the country concerned, that day shall be treated as the Public Holiday. This definition does not include local public holidays. <i>(Schedule 1, Clause 15)</i>
Rehearsal Period	The time between the beginning of an Artist's contract and the Artist's first Performance.
Rehearsal Salary	The Weekly sum stated in the Artist's Contract which applies during the Rehearsal Period.
Repertoire Season	A Repertoire Season shall mean a Repertory Season during which a number of different Plays are interchanged and repeated at intervals. <i>(Schedule 5)</i>
Repertory Season	A number of weeks of performances of Plays at a theatre(s) at which the same Manager is presenting Plays with approximately the same company of Artists and/or nucleus of a working cast. <i>(Schedule 5)</i>
Role	A Part that is substantially different from other Parts.
Salary	A general term meaning the Rehearsal Salary or the Performance Salary as appropriate to the time and MRSL in question.
Split Week	A working Week of fewer than 6 days. <i>(Schedule 1, Clause 3.4)</i>

Clause references indicated are intended as a guide and not an exhaustive list of all clauses in the Agreement relating to these items.

Stage Management	Subset of Artist for members of the Stage Management – including Stage Managers, Deputy Stage Managers and Assistant Stage Managers and any similarly titled roles. For the avoidance of doubt, it does not include Company Managers.
Standard Contract	The standard form contract under this Agreement as approved from time to time by The Theatre Council. For the avoidance of doubt the Standard Contract excludes any addenda or rider.
Subsistence	The allowance applicable to an engagement with Performances at one venue only, or to Performances at the first venue, or where the period of residency at a theatre is 5 Weeks or more. <i>(Schedule 1, Clause 17.3)</i>
Swing	A Cover for Chorus. <i>(Schedule 2, Clause 2)</i>
Touring Allowance	The allowance applicable to Performances at the second and subsequent venues of a tour, unless the period of residency at a theatre is 5 Weeks or more. <i>(Schedule 1, Clause 17.4)</i>
Understudy	An Actor who may take the place of another. <i>(Schedule 2, Clause 2)</i>
Understudy Performance Payment	A payment made to an Artist for Understudy Performance(s). <i>(Schedule 2, Clause 2)</i>
Understudy Responsibility	The additional responsibility that an Artist may have for learning and maintaining a Cover Role and being ready to perform it when required by the Manager. <i>(Schedule 2, Clause 2)</i>
Understudy Responsibility Payment	A Weekly payment made to an Artist for Understudy Responsibility(s). <i>(Schedule 2, Clause 2)</i>
Week	A period of 7 days commencing on a Monday.
Week Out	A week where the Production is suspended and the Artist is paid the relevant Minimum Weekly Salary. <i>(Schedule 1, Clause 4.2)</i>
Working Time Regulations	The Working Time Regulations 1998 as from time to time amended.

Clause references indicated are intended as a guide and not an exhaustive list of all clauses in the Agreement relating to these items.

COLLECTIVE AGREEMENT

THIS AGREEMENT is made on the 19th December 2016 between UK Theatre Association of the one part and Equity of the other part.

Whereby it is agreed as follows:

A SCOPE OF AGREEMENT

- This Agreement sets out the minimum terms and conditions which shall be observed by members of UK Theatre (hereinafter individually called 'the Manager') who are in receipt of revenue funding from Arts Council England, Arts Council of Wales, Creative Scotland or the Arts Council of Northern Ireland for the engagement of Performers, Understudies and Stage Management (hereinafter individually called 'the Artist') but excluding Supernumeraries (see Clause 3 below)
- In this Agreement, 'Appendix' means one of the following Appendices as listed. The Appendices (other than Appendix 7 and 8) do not form part of the Agreement.

Appendix 1	Disciplinary & Grievance Procedures
Appendix 2	The Theatre Council Registration and Arbitration
Appendix 3	Code of Conduct for Auditions
Appendix 4	Code of Conduct for Artists
Appendix 5	For the Use of Raked Stages
Appendix 6	Nudity and Simulated Sex Acts
Appendix 7	Minimum Rates of Pay
Appendix 8	Minimum Rates of pay for Actor-Musicians

3 SUPERNUMERARY

A supernumerary shall be a person who appears as a background Artist who is not engaged for 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.

B DURATION OF AGREEMENT

This Agreement shall commence on the 30 January 2017 and shall subsist until terminated on or after 7 April 2019 by either party giving to the other not less than six calendar months prior written notice, accompanied by detailed proposals for its revision.

C EQUAL OPPORTUNITIES

- The Parties are committed to improving diversity within the industry and will not unlawfully discriminate in the engagement of Artists on grounds of their 'protected characteristics' as defined by the Equality Act 2010 (age, disability, gender re-assignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief) or socio-economic status including:
 - Refraining from asking Artists about their 'protected characteristics' or socio-economic status during an audition.
 - Providing reasonable adjustments to enable disabled Artists to take part in auditions.

- 2 The Managers are committed to widening their talent base to reflect the current population of the UK and agree to the following principles:
 - 2.1 Where the Artist's personal characteristics are incidental to the Role: the principal criteria for casting an Artist for a particular Role shall be the Artist's ability and the requirements of the Role.
 - 2.2 Where the Artist's personal characteristics are relevant to the Role: have regard to the provisions in the Equality Act 2010 when casting Roles written for a character with a diverse background so that more Artists reflect the characteristics where it is relevant.
- 3 To enable the casting of disabled Artists, whether or not the Role specifically calls for a disabled Artist, the Managers will make reasonable efforts to ensure access to any audition, rehearsal or performance for Artists with disabilities.
- 4 The Managers recognise that non-disabled Artists playing disabled character Roles can be considered to be offensive and will make reasonable efforts to seek an Artist whose characteristics reflect that of the Role and consider whether a disabled character's impairment has to be specified – or whether the Role can be played with an Actor with a different impairment.

D FINANCIAL PROVISIONS

The expression 'Financial Provisions' shall mean the provisions set out in Appendix 7 and 8.

E UNDERTAKING BY UK THEATRE

UK Theatre agrees that it shall be the intention of Managers, so far as is reasonably practicable, to retain professionalism within the industry.

F 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 Agreement. Any such variation must be agreed in advance by the Manager, Equity and UK Theatre and documented and signed by all parties.

G IMPLEMENTATION

This Agreement shall operate from 30 January 2017 for all contracts then subsisting or entered into on or after this date.

H TOURING OVERSEAS¹

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 Touring.

For and on behalf of UK Theatre

Julian Bird, Chief Executive, UK Theatre _____

For and on behalf of Equity

Christine Payne, General Secretary, Equity _____

¹ Downloadable from www.uktheatre.org

SCHEDULE 1 – GENERAL TERMS AND CONDITIONS

1 EXCLUSIVE AGREEMENT

- 1.1 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 Management without the Manager's prior written permission, which shall not be unreasonably withheld.
- 1.2 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.

2 CONTRACT

The Manager shall issue a Contract to the Artist prior to the first day of rehearsals, except in an emergency.

3 SALARY

- 3.1 With the exception of any split week(s) under 3.4 the Artist shall receive not less than the appropriate Minimum Weekly Salary, as set out in Appendix 7 during each week of the engagement regardless of the number of performances given or rehearsals undertaken and including partly worked Weeks.
- 3.2 All Managers shall be allocated an appropriate MRSL (Middle Range Salary Level) Grade this being either Grade 1, 2 or 3. They will be required to achieve the relevant average salary during the financial period nominated by UK Theatre and Equity. Any application by a Manager to be regraded shall be made in writing to UK Theatre and Equity. This application may also be referred to the Equity/UK Theatre Re-Grading Committee. All applications must be submitted before the end of November prior to the start of the next financial year.
- 3.3 All Managers shall be required to provide on an annual basis the total amount of basic salaries (excluding overtime, Sunday payments, holiday pay, subsistence or any other additional payments) paid to Actors during the nominated period and the total number of Actor weeks offered by the Manager during the same period (Stage Management and other production staff are excluded). Salaries in excess of twice the appropriate MRSL shall be deemed to be, for the purposes of calculating the MRSL, twice such level. The MRSL is determined by dividing the total salaries by the Actor weeks. If any Manager fails to achieve the level appropriate to their grade then the shortfall shall be paid to Equity for distribution to the Actors who worked for the Manager concerned. Annual returns shall be sent to UK Theatre by not later than the deadline set by UK Theatre.
- 3.4 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. 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 Performances actually given. 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.

- 3.5 Understudy Responsibility and other additional payments are paid in addition to an Artist's Basic Rehearsal Salary and/or Basic Performance Salary (as applicable) and from the date of the assignment of responsibilities.
- 3.6 The Ceiling Salary as referred to throughout this Agreement is the upper limit for calculating payments due for provisions including, but not limited to, failure to produce, overtime and payment during absence. It is calculated as twice the Minimum Weekly Salary divided by the maximum working hours in the week the Ceiling Salary relates to (i.e. either 43 or 46) as set out in Appendix 7.
- 3.7 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 Appendix 7 plus any payments for additional items such as those referred to in Clause 8.4 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. For the avoidance of doubt, holiday pay is not an item that can be included in the buy-out and must be paid in addition to basic pay.
- 3.8 Where an Artist attends a Call before the start of the engagement the Artist shall be paid one-sixth of Salary for each day of attendance plus travelling expenses.

4 DATES

4.1 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 and notified the Artist at point of contract that a variation provision might be utilised.

4.2 Week(s) 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 for each complete set of five Weeks that the Artist has worked. During these weeks the Artist shall receive the relevant Minimum Weekly 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.

4.3 Christmas Break

Where the Artist has been engaged for a tour, 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.

5 PAYMENT TO ARTISTS

- 5.1 The Manager undertakes to pay the Artist's salary and any relevant allowances to reach the Artist's bank account by no later than noon on the Friday of each week of the engagement. The Manager shall provide a pay-slip with clearly identifiable details of wages and deductions. 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 will be paid before the day of travel. Any request by an Artist for an advance of the subsistence allowance for the first week of the engagement shall not be unreasonably refused.
- 5.2 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 PENSIONS

6.1 Choice of Pension Scheme

- 6.1.1 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 by Day 1 of the engagement.
- 6.1.2 The Artist must give their Equity pension scheme number to the Manager in order to continue to qualify for the uplifted amounts and these shall be applied no later than the Friday following the Week that Artist gave the Manager their Equity pension scheme number.

6.2 Amount of Pension Scheme contributions

Pension contributions differ depending on the scheme chosen:

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

Date	Total Minimum Contribution	Employer Total Minimum Contribution
Before 5th April 2018	2% (inc. minimum 1% staff contribution)	1%
6th April 2018 to 5th April 2019	5% (inc. minimum 3% staff contribution)	2%
From 6th April 2019	8% (inc. minimum 5% staff contribution)	3%

- 6.2.2 Under the Equity Pension Scheme:

- 6.2.2.1 Until October 2018 the contributions shall be that the Manager contributes 3% of the appropriate MRSL up to a ceiling of 1.5 times the appropriate MRSL and the Artist shall contribute at least 2%.
- 6.2.2.2 From October 2018 the contributions shall be 5% from the Manager and 3% from the Artist.

6.3 **Mechanics**

- 6.3.1 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.
- 6.3.2 The Manager shall remit on a monthly basis to Andrew Barker, First Act Insurance, Simpson House, 6 Cherry Orchard Road, East Croydon, Surrey, CR9 5BB with the cheque payable to Aviva or such other details as are notified by Equity to UK Theatre from time to time. As contributions include those deducted for the Artist, they must, by law, be paid over no later than the 19th of the following month.

7 **HOURS OF WORK**

7.1 **Basic Hours**

- 7.1.1 An Artist can work on any 6 of the 7 days of the working Week. The working day runs from 8.30am to 11.30pm with an overnight gap of at least 11 hours.
- 7.1.2 The working Week runs from Monday to Sunday. The maximum hours in the working Week shall be as follows (see Schedule 5 for maximum hours in relation to Repertoire or Repertory working):
 - 7.1.2.1 For an engagement where the Production is being performed at no more than one venue: 43 hours per Week, other than up to two designated Weeks which contain a technical rehearsal or preview Performance when 46-hours per Week shall apply for the whole of those Weeks.
 - 7.1.2.2 For an engagement where the Production is being performed at more than one venue: the working hours for the first venue are as set out in 7.1.2.1; for the second and subsequent venues the working Week is 46 hours per Week.
- 7.1.3 All attendance at Calls made by the Manager including travel (excluding travel between the Artist's home or temporary accommodation and workplace), Performances, workshops, rehearsals, fittings, press, publicity, photographs and recordings will count as hours worked. For a touring Production where the Call to travel to the first venue (or second venue if the first venue for Performances is the Manager's base theatre) exceeds two hours then the first two hours shall not count as Hours of Work.
- 7.1.4 In calculating the length of a Performance or rehearsal in full costume and makeup, the 'half hour' and fifteen minutes after curtain down shall be included ('half hour' and thirty minutes for full body make-up). Where the Artist is required to remain longer than the above fifteen minutes (or thirty) the hours worked shall be calculated up to the actual time of finishing work.
- 7.1.5 The Manager may request additional hours subject to overtime payment.

7.2 **Rest Periods**

- 7.2.1 Days of the working Week and the Nominated Rest Day will be specified at the time the Contract is agreed.

- 7.2.2 The Artist shall not be required to work more than 6 consecutive days. If the Artist is required to work more than 6 days in any consecutive seven day period and does not receive the entitlement to a free day, the Artist shall receive additional payment for such day as follows:
 - 7.2.2.1 During rehearsals: work on a free 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.
 - 7.2.2.2 For any performance called on a free day: the Artist shall be paid an extra 1/8th (one-eighth) of his/her Basic Performance Salary.
 - 7.2.2.3 Compensatory rest as provided for in Clause 7.3 is in addition to overtime payments.
- 7.2.3 In no circumstances shall an Artist be required to work more than 12 (twelve) consecutive days.
- 7.2.4 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 14.1.3.
- 7.2.5 If the Artist is required to work in breach of the 11-hour overnight break such work shall be paid in units of 15 minutes at double time.

7.3 **Compensatory Rest**

- 7.3.1 Where there is a breach of the overnight break the Artist shall be given an equivalent period of compensatory rest within four Weeks.
- 7.3.2 Where there is a breach of the seventh day break, the Artist shall be given the equivalent period of compensatory rest within eight Weeks.
- 7.3.3 Overtime payments are made in addition to compensatory rest.

8 **NOTICE OF CALLS**

- 8.1 During the Rehearsal Period, calls for the following day shall be notified no later than 1 hour after the end of a daytime Call, or by the end of the Call in the case of an evening Call.
- 8.2 During the Performance Period, 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 the Artist(s) unexpectedly as a result of a planned visit.

9 SUNDAY WORKING

- 9.1 The Artist may be required to perform in Performances on Sunday(s). In each 4 week period of Performances (or part thereof) the first Performance on a Sunday shall be given without any additional payment being due (unless due under the additional payment and overtime provisions of Clause 12). The Artist shall receive an additional payment of £35 for performing in each subsequent Performance on any Sunday(s) within the same 4 week Performance period.
- 9.2 For any work on a Sunday not connected to or required in order to give a Performance on that day of the Production that the Artist is engaged to be working on, the hours worked will be paid at double-time subject to a 4-hour minimum Call.
- 9.3 Where Sunday working does attract a premium payment as specified in 9.1 or 9.2 the hours worked are not counted in the calculation of working hours that Week.
- 9.4 Where Sunday working does not attract a premium payment as specified in 9.1 the hours worked are counted in the calculation of working hours that Week.

10 PERFORMANCES

10.1 Salary

The Artist's Salary shall cover not more than 2 Performances on any one day save that there may be a third Performance scheduled on one day of any Week with 12 Performances 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.

10.2 Additional Performance(s)

Any additional Performances above eight in the week or two in one day (other than as in Clause 10.1) will be paid as follows:

- 10.2.1 an additional 1/8 (one-eighth) of the Artist's Salary or
- 10.2.2 an additional 1/10 (one-tenth) in the case of a Children's Show, a Christmas show, or where the Artist is specifically contracted for twice-nightly/twice-daily Performances up to a maximum of twelve Performances per Week.

11 BREAKS

11.1 Breaks during Rehearsals and Dress Rehearsals in Full Costume And Make Up

The Artist shall be entitled to:

- 11.1.1 a fifteen minute break, to be included in working time, in any continuous period of three hours work (other than in the case of dress rehearsals in full costume and make-up and where the break can be taken conveniently within the interval).
- 11.1.2 a one-hour break after any period of five hours work. (See Schedule 5 for Repertory Season and Repertoire Season working.)

11.2 Breaks between Rehearsals and Performances

- 11.2.1 There shall be a one hour break from the end of a rehearsal Call to the first Call for a Performance (see Schedule 5 for Repertory Season and Repertoire Season working).

- 11.2.2 There shall be a 60 minute break between curtain down and curtain up in the case of Performances.

11.3 Missed Breaks Payment

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 exact 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.

11.4 Overnight Break

There will be an overnight break of 11 hours from the conclusion of each day's work to the first call on the following day. For provisions relating to a breach of the overnight break see Clauses 7.2.5 and 7.3.

12 OVERTIME

12.1 Overtime shall be paid in units of fifteen minutes at time-and-a-half for any work:

- 12.1.1 in excess of the maximum hours in 43 hour working Weeks
- 12.1.2 for hours worked on a Public Holiday
- 12.1.3 for hours worked in excess of the working day.

12.2 Overtime shall be paid in units of fifteen minutes at double time for any work:

- 12.2.1 in excess of the maximum hours in 46 hour working Weeks
- 12.2.2 for any missed breaks
- 12.2.3 before 8.30am or after 11.30pm
- 12.2.4 for any breach of the overnight break
- 12.2.5 for hours worked over and above normal working hours on filming of an EPK
- 12.2.6 rehearsals on a free day, subject to a minimum four-hour Call.
- 12.2.7 work on a Sunday not connected to or required in order to give a Performance on that day of the Production that the Artist is engaged to be working on, subject to a 4-hour minimum Call.

12.3 Calculation of Overtime Rate

The Artist's single-time hourly rate for overtime is the lesser of: his/her weekly Salary divided by the maximum working hours in the Week (43 or 46 as determined by Clause 7.1.2) or the Ceiling Salary divided by the maximum working hours in the Week (43 or 46 as determined by Clause 7.1.2).

12.4 Not To Be Included In Daily/Weekly Hours

Where overtime is paid on a daily basis, for breach of breaks, early/late working, or for Sunday work that attracts a premium payment under Clause 9.1 and 9.2 such time shall not be included in the calculation of the total weekly hours.

13 **FORCE MAJEURE**

The Manager shall not be obliged to pay more than one-eighth of the relevant Minimum Weekly Salary for any performance for which the engagement is suspended by reason of royal demise, national mourning, war, fire, strikes, lockouts, or order of any public or licensing authority, or any case beyond the control of the Manager.

14 **ANNUAL HOLIDAY**

14.1 **Entitlement**

- 14.1.1 Unless improved by local arrangement 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.
- 14.1.2 Unless improved by local arrangement the annual entitlement rises to 30 days for those Artists with five years' or more continuous service with the same Manager. 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.
- 14.1.3 The Manager may choose to count any Public Holiday (as defined in Clause 15.1) 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.

14.2 **Timing**

- 14.2.1 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. This notice shall not apply in the case of an agreed contractual non-availability which the Manager elects to treat as part of the Artist's holiday entitlement.
- 14.2.2 The Artist's holiday entitlement accrues evenly through the year and normally the Artist will not be entitled to take holiday in excess of the amount accrued at the time of the holiday. 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.
- 14.2.3 Any holiday taken shall be in periods of not less than 6 days, save that the Manager may at their discretion agree to a shorter period where requested by the Artist.

14.3 **Unused Holiday**

- 14.3.1 A maximum of 4 days' holiday may be carried over from one year to the next and must be used within that second year.
- 14.3.2 Where the Artist is entitled to 30 days' holiday under Clause 14.1.2 the Manager may replace up to 2 days' holiday a year by payment in lieu.

- 14.3.3 The Manager shall pay the Artist in lieu of any accrued but undertaken holiday entitlement at the end of the engagement.
- 14.3.4 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.
- 14.3.5 Other than in the circumstances set out in Clauses 14.3.2 and 14.3.3 holiday entitlement may not be replaced by payment in lieu.

14.4 **Payment**

- 14.4.1 Holiday pay or pay in lieu of holiday shall be paid at the rate of Average Weekly Salary.
- 14.4.2 Holiday pay shall be paid on the normal pay day immediately preceding commencement of the holiday.
- 14.4.3 For the sake of clarity, holiday pay may not be included in a buyout under Clause 3.7.

15 **PUBLIC HOLIDAYS**

15.1 **Definition**

In this Agreement, 'Public Holiday' means bank and public holidays in England and Wales, Scotland or Northern Ireland, as applicable to the country the Manager is based in. Where a lieu day is declared by the government of the country concerned, that day shall be treated as the Public Holiday. This definition does not include local public holidays.

15.2 **Work on a Public Holiday**

- 15.2.1 The Manager shall be entitled to require the Artist to rehearse or perform on any Public Holiday, other than Christmas Day whether or not it is a Public Holiday. The Artist's Contract shall specify if the Artist might be required to work on any Public Holiday during the engagement but notwithstanding such notification the Manager shall use reasonable endeavours to ensure that rehearsals for a Production which is being performed on a Public Holiday shall only take place in an Emergency.
- 15.2.2 If the Artist is required to work on a Public Holiday, the Artist shall be paid time-and-a-half in 15 minute units, subject to a minimum payment of four hours. Any such hours worked on a Public Holiday shall not be included in the calculation of the Artist's weekly hours.
- 15.2.3 In any Week that contains a Public Holiday, the Artist's weekly Salary shall cover hours as follows: (See Schedule 5 in relation to Repertoire or Repertory working.)
 - 15.2.3.1 In a 43-hour working week as determined by Clause 7.1.2 – 36 hours for a Week containing one Public Holiday; 29 hours for a Week containing two Public Holidays.
 - 15.2.3.2 In a 46-hour working week as determined by Clause 7.1.2 – 38 hours for a Week containing one Public Holiday; 31 hours for a Week containing two Public Holidays.

16 **ABSENCE**

16.1 Notification

If the Artist is unable to attend rehearsals or Performances, he/she must let the Manager know as soon as possible. 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.

16.2 Illness and Injury

16.2.1 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.

16.2.2 Payment During Absence

16.2.2.1 An Artist who is absent from work as a result of illness or injury and has followed the procedure set out above shall be paid full Salary for each day of absence for a maximum period of six Weeks for a twelve-month contractual period (pro-rata of six Weeks for any contract of less than 12 months' duration) commencing with the date of the first rehearsal; or a maximum period of eight Weeks in respect of an Artist who has completed one year's service with the Manager.

16.2.2.2 If the Artist reaches the maximum number of days of absence, then the right to terminate as set out below in Clause 16.2.3 shall apply.

16.2.2.3 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.

16.2.3 Ongoing Absence

In the event that the Artist is absent from work as a result of illness or injury for more than the maximum period as set out above (or its pro-rated equivalent) and for which payment is made as above, the Manager may continue discretionary payments at 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.

16.2.4 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 16.2, save that once the payments under this Clause 16.2 have ceased any remaining entitlement to SSP shall be payable.

16.2.5 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.

16.3 Provisions for unauthorised absence are dealt with under Clause 21.7.

17 LIVING AWAY ALLOWANCES²

17.1 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.

17.2 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.

17.3 Subsistence

17.3.1 Commuting Allowance

Subject to 17.3.3, for Weeks where the Artist is required to rehearse or perform more than 25 miles from his/her home address and chooses to commute, the Artist will receive the Subsistence Commuting Allowance as set out in Appendix 7. Cross refer to Clause 17.4.4.

17.3.2 Relocation Allowance

Subject to 17.3.3, for Weeks where the Artist is required to rehearse and perform more than 25 miles from his/her home address and chooses to temporarily relocate, the Artist will receive the Relocation Allowance as set out in Appendix 7. Cross refer to Clause 17.4.4.

17.3.3 Subsistence in accordance with Clauses 17.3.1 and 17.3.2 shall be paid for each of the first 13 weeks at the Base Theatre, except where the Artist is engaged for a fixed term longer than 13 weeks when Subsistence shall be paid for each week at the Base Theatre throughout the engagement.

17.4 Touring Allowance

17.4.1 Clauses 17.4.2, 17.4.3 and 17.4.4 are applicable only where the Artist's home address is more than 25 miles from where the Artist is required to rehearse or perform.

17.4.2 Weekly Touring Allowance

If the Artist is required to perform or rehearse in a town different from the workplace (on tour) and the Artist is required to stay overnight, then the Artist shall receive a Weekly Touring Allowance as set out in Appendix 7.

17.4.3 Daily Touring Allowance

A Daily Touring Allowance as set out in Appendix 7 shall be paid in the case of incomplete Weeks or complete Weeks where the Artist is required to rehearse or perform in more than one venue. Where the Artist is required to rehearse or perform away from the workplace and is not required to stay overnight, a Meal Allowance as set out in Appendix 7 shall be paid.

² Allowances change by RPI in the April of each year. Please check www.uktheatre.org

17.4.4 Second and Subsequent Venues

In the case of co-productions, Touring Allowance is payable at second and subsequent venues, regardless of the number of theatres visited. Except that, where the period of residency at a theatre is 5 Weeks or more, the appropriate Subsistence Allowance in Clause 17.3 may be paid at that theatre.

17.5 As an alternative to the payment of the allowances in 17.3 and 17.4 the Manager may provide accommodation for the Artist but subject to the Artist consenting thereto unless no other accommodation is available. A sum as set out in Appendix 7 shall be payable by the Manager towards out of pocket expenses where the Manager provides accommodation at a touring location or (unless the Manager provides a meal) where the Artist is required to perform on tour at least 50 miles away from the Base Theatre, but where overnight accommodation is not required.

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

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 €86.15
Accommodation but no meals	1/2 € 43.07
Accommodation and breakfast	1/3 € 28.71
Accommodation and two meals	1/6 € 14.35
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.

18 FARES AND TRAVEL

18.1 Artist's home address and workplace

The Manager shall be responsible for the Artist's travel costs between the Artist's home address and the workplace at the beginning and end of the Contract. The Manager acknowledges that discounted rail/air fares have a limited availability. If the Artist cannot purchase the most reasonably available rail/air fare at the rate quoted by the Manager, then the Manager shall reimburse to the Artist the balance on presentation of a receipt. 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.

18.2 Weekly Travel Allowance For Artists living between 15-25 Miles from workplace

If the Artist's home address is between 15 and 25 miles from the workplace (or venue on tour) and the Artist is not in receipt of Subsistence or Touring Allowance, then the Manager shall pay the Artist a weekly travel allowance equivalent to the appropriate season ticket rail fare.

18.3 Unavailability of public transport

When the Artist's normal public transport is unavailable, the Manager shall pay the Artist's reasonable travel costs up to a maximum of 25 miles.

18.4 Travel On Tour

The Manager shall provide transport of a reasonable standard or shall be responsible for the Artist's travel costs from place to place on tour. In the event that transport is not provided, the Manager shall pay to the Artist a sum equivalent to the cheapest, most practicable rail/air fare reasonably available. If the Artist wishes to travel separately from the company, the Artist must seek the Manager's prior permission, which shall not be unreasonably refused, and the Artist will receive the travel payment as above.

18.5 Travel at beginning and end of holiday period

The Manager shall be responsible for the Artist's travel costs from the place of work to the Artist's home address (and back) at the beginning and end of any holiday period.

18.6 Use Of Company Transport³

18.6.1 Responsibilities of the Manager:

- 18.6.1.1 Ensure that company vehicles shall be maintained in a fully safe, roadworthy and lawful condition at the Manager's expense. The Manager shall maintain records of services and checks of company vehicles which shall be made available to any Artist on request.
- 18.6.1.2 Ensure that all company vehicles are comprehensively insured.
- 18.6.1.3 Ensure that the Artist (should he/she agree to drive a company vehicle) is aware of any specific legal requirements or restrictions on the company vehicle, eg: speed limits.
- 18.6.1.4 Make such payments as may be mutually agreed to the Artist in respect of each week for which the vehicle is driven.

³ This shall also apply to a company member driving the managers vehicle to transport other members of the company

18.6.2 Responsibilities of the Artist:

- 18.6.2.1 Report any defects in the company vehicle immediately to the Manager and not drive the vehicle until it is restored to a lawful and roadworthy condition.
- 18.6.2.2 Disclose to the Manager any circumstances affecting the Artist's ability lawfully to drive the company vehicle.

19 MANAGER'S RESPONSIBILITIES

19.1 Equity Business/Cast list

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.

19.2 Itinerary and Accommodation Lists

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 accommodation lists for all venues.

19.3 Costumes

- 19.3.1 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. Should the Artist agree with the Manager to use his/her own costume etc. then the Manager shall negotiate an appropriate fee, insure the item(s) and return them to the Artist fully cleaned.
- 19.3.2 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.
- 19.3.3 Where a Performance is so strenuous that the Artist needs to change 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.
- 19.3.4 Where the costumes provided are worn directly next to the skin, the Artist shall not share the costume with any other Artist.
- 19.3.5 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.

19.4 Prosecution of 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.

19.5 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.

19.6 Dressing Rooms and Workplace Provision

- 19.6.1 The Manager shall ensure that all dressing rooms, rehearsal rooms and performance places are of a decent standard, have proper toilet and washing facilities (including the provision of constant hot water) and are kept clean, warm, well ventilated and adequately lit when in use. In the event that an Artist is required to undertake strenuous physical activity showers will be provided.
- 19.6.2 The Manager shall use reasonable endeavours to ensure that the Artists are made aware of any available safe within each venue that can be utilised to secure valuables.

19.7 Script

The Manager shall provide the Artist with a typed or printed script.

20 ARTIST'S DUTIES

20.1 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.

20.2 Theatre Rules/Manager 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.

20.3 Costume and Property Care

- 20.3.1 Unless the Artist is notified to the contrary, all items that the Manager provides to the Artist in order for him/her to carry out the job remain 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.
- 20.3.2 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.

20.4 **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.

20.5 **Address**

The Artist agrees to keep the Manager informed of his/her temporary address and contact telephone numbers throughout the engagement.

20.6 **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.

20.7 **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.

21 **FAMILY FRIENDLY PROVISIONS/OTHER ABSENCE**

21.1 **Maternity**

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

21.1.2 Subject to satisfying the requirements for entitlement to statutory maternity pay (excluding for Entertainers⁴ any requirement to pay Class 1 NICs) during statutory maternity leave, the Artist shall be entitled to contractual maternity pay.

21.1.3 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:

21.1.3.1 90% of the Artist's average weekly earnings^{5,6} for the first 6 weeks of maternity leave; and

21.1.3.2 paid at the same rate as the current flat rate of statutory maternity pay for up to 33 weeks of the remaining maternity leave⁶.

21.1.4 The requirement for average weekly earnings⁵ to be earnings which are subject to Class 1 NICs shall not apply where the Artist is an Entertainer⁴.

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

21.1.6 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 Entertainers⁴, and the information relevant to employees if they are not Entertainers⁴. 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 Entertainer⁴. Artists must not claim maternity allowance if they qualify for contractual maternity pay.

21.2 **Paternity**

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

21.2.2 Subject to satisfying the requirements for entitlement to statutory paternity pay (excluding for Entertainers⁴ any requirement to pay Class 1 NICs) during statutory paternity leave, the Artist shall be entitled to contractual paternity pay.

21.2.3 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 earnings^{5,6} for 2 weeks (whichever amount is lower).

21.2.4 The requirement for average weekly earnings⁵ to be earnings which are subject to Class 1 NICs shall not apply where the Artist is an Entertainer⁴.

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

21.2.6 The Manager is only required to provide a completed SPP1 form to the Artist if the Artist is not an Entertainer⁴.

21.3 **Adoptions**

21.3.1 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.

21.3.2 Subject to satisfying the requirements for entitlement to statutory adoption pay (excluding for Entertainers⁴ any requirement to pay Class 1 NICs) during statutory adoption leave, the Artist shall be entitled to contractual adoption pay.

21.3.3 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:

⁴ '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.

⁵ 'Average Weekly Earnings' has a specific statutory definition.

⁶ If 90% average weekly earnings is less than the current flat rate of statutory maternity pay please seek legal advice.

⁴ '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.

⁵ 'Average Weekly Earnings' has a specific statutory definition.

⁶ If 90% average weekly earnings is less than the current flat rate of statutory maternity pay please seek legal advice.

21.3.3.1 90% of the Artist's average weekly earnings^{5,6} for the first 6 weeks of adoption leave; and

21.3.3.2 paid at the same rate as the current flat rate of statutory adoption pay for up to 33 weeks of the remaining adoption leave⁶.

21.3.4 The requirement for average weekly earnings⁵ to be earnings which are subject to Class 1 NICs shall not apply where the Artist is an Entertainer⁴.

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

21.3.6 The Manager is only required to provide a completed SAP1 form to the Artist if the Artist is not an Entertainer⁴.

21.3.7 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 21.2 above.

21.4 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.

21.5 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.

21.6 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.

21.7 Authorised Absence and Unauthorised Absence

21.7.1 If the Artist is absent for any reason other than authorised leave (examples of authorised leave include illness, injury, holiday, and leave under Family Friendly Provisions of Clauses 21.1 to 21.6) then the Manager shall deduct as follows:

21.7.1.1 For rehearsals: 1/43rd of the Artist's rehearsal salary per hour (or part thereof) for any day of rehearsals missed

21.7.1.2 For Performances: 1/8th of salary for each Performance missed.

21.7.2 Unauthorised absence may also be dealt with under the disciplinary procedure.

22 PHOTOGRAPHS, PUBLICITY & RECORDINGS

22.1 The Artist agrees to co-operate in Calls (which shall be part of the standard working Week) made for the Publicity and Promotion of the engagement.

22.2 Photographs

22.2.1 Photograph and press calls are part of normal Hours of Work.

22.2.2 The Manager shall ensure that any photographs taken of the Artist are only used for the Promotion and Publicity of the Production or season or theatre 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 or theatre.

22.3 Publicity

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

22.3.2 Billing and 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.

23 ELECTRONIC PRESS KITS (EPKs)⁷

23.1 Recording of an EPK

23.1.1 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 or season or theatre. The Manager shall notify Equity not less than 10 clear days (including weekends) before any recording takes place.

23.1.2 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 23.1.1. No additional payments are due to the Artist in respect of this refilming or re-editing unless out of Hours of Work.

23.1.3 Hours worked by the Artist in connection with such recordings in 23.1.1 and 23.1.2 are paid as Hours of Work.

23.2 Consent

The Artist consents to the recording and use of the EPK providing that, for any further use, the additional sums specified in Clause 23.3.3 are paid.

23.3 Uses and Payments

23.3.1 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

⁷ Please consult UK Theatre for details of arrangements relating to EPKs made prior to 30th November 2009

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 23.3.1 to promote subsequent productions worldwide until 4 Weeks after the Press Night of the subsequent production.

- 23.3.2 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.
- 23.3.3 In the event that the EPK is used in any of the ways set out in Clauses 23.3.3.1 to 23.3.3.4 then the Artist shall be entitled to receive the payments stated from the broadcasting company concerned:
- 23.3.3.1 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.
- 23.3.3.2 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).
- 23.3.3.3 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).
- 23.3.3.4 for the use of EPK footage for further productions of the touring production or overseas production over and beyond the 4 Weeks allowed in 23.3.1, 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 23.3.1.
- 23.3.4 Any use of material from the EPK not covered in Clauses 23.3.3.1 to 23.3.3.4 shall be subject to prior agreement between the Manager and Equity.
- 23.3.5 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 23.3.3.
- 23.3.6 For the avoidance of doubt the terms in this Clause 23 cover only the recording of EPK subject to the recording limits set out in Clause 23.1.1 This Clause 23 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.

24 OTHER RECORDINGS

24.1 Cast Albums

If a cast album is to be recorded the Actor and Equity shall be given at least 14 days' notice.

24.2 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.

24.3 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 the appropriate payment in accordance with the Agreement.

24.4 Archive Recordings

The Manager shall be entitled (without payment to the Artist) to make a video recording of a Performance strictly and solely for the archival purposes and to enable assisted performances of the Manager and for no other use whatsoever except that such archive recording may be made available to national archives including without limitation the NVAP and that the NVAP may use up to one minute from that Archive video to be used on their website. The Artist by signing his/her Contract consents to the recording and its use.

24.5 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 reasonable endeavours to help the Artist in arranging this.

25 FAILURE TO PRODUCE

If the production is cancelled before the first Performance, the Manager shall pay to the Artist any outstanding Rehearsal Salary and any other sums due plus the lesser of the Artist's Salary for the remainder of the engagement or four weeks contractual Salary. Such payments are in full and final settlement of any claims and shall be reduced by any amount that the Artist has earned by way of mitigation.

SCHEDULE 2 – CONDITIONS FOR PERFORMERS ONLY

1 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.

2 UNDERSTUDYING

- 2.1 If the Artist is required to Understudy, this should be specified at the contractual stage. Any request made after the contractual stage should be made via the Agent, where applicable, except in the case of an Emergency. The Manager shall not exert undue pressure on any Artist to agree to such a request.
- 2.2 Understudy Responsibility and Performance payments shall be in accordance with the minima set out in Appendix 7. The Understudy Responsibility Payment covers an Artist engaged as a Swing to Cover Chorus, or an Artist Covering for two Roles. If any additional Role is Covered the Artist shall receive an additional Understudy Responsibility Payment for each Leading Role, or an additional Role payment for each other Role.
- 2.3 No Artist shall be required to Understudy an unreasonable number of Roles or Swing an unreasonable number of tracks. An Artist who agrees to take over from another Artist in an Emergency should be paid not less than two weeks Understudy Responsibility Payment plus the appropriate minimum fee per performance.
- 2.4 In the event of cast replacement or a commercial transfer adequate rehearsal time shall be provided prior to any Performance or the transfer.
- 2.5 For Understudy provisions relating to Actor-Musicians see Schedule 3.

3 WORKSHOP

The Artist shall be notified at the time of exchanging contracts of any general intention that he/she will be expected to participate in workshops and shall be given 48 hours' notice of any specific workshops.

4 OTHER RESPONSIBILITIES

4.1 Head Boy/Head Girl/Dance Captain

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 'Head Boy', 'Head Girl' or 'Dance Captain' shall be paid an additional sum per Week as set out in Appendix 7 in addition to the Basic Rehearsal and Performance Salary set out in his/her Contract.

4.2 Flying

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 an additional sum per Week as specified in Appendix 7 in addition to the Basic Rehearsal and Performance Salary set out in his/her Contract.

5 COMPANIES DEVISING OWN WORK

Before commencing work on the devising of a Production, a written agreement shall be entered into with all concerned covering the further exploitation of the devised work.

SCHEDULE 3 – CONDITIONS FOR ACTOR-MUSICIANS

1 DEFINITION

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

2 REHEARSAL SALARY

The Minimum Weekly Salary during the Rehearsal Period for an Actor-Musician shall be as set out in Appendix 8 for the appropriate MRSL.

3 PERFORMANCE SALARY

3.1 Actor-Musician playing 1 or up to 2 instruments

The Minimum Weekly Salary during the Performance Period shall be as set out in Appendix 8 for the appropriate MRSL.

3.2 Actor-Musician playing 3 or more instruments

The Minimum Weekly Salary during the Performance Period shall be as set out in Appendix 8 for the appropriate MRSL. There is no limit on the number of instruments an Actor-Musician engaged on this Minimum Weekly Salary may be required to play.

4 UNDERSTUDYING – WHERE AN ARTIST IS ENGAGED AS AN ACTOR AND AS COVER FOR AN ACTOR-MUSICIAN

- 4.1 For each Role understudied the Understudy shall receive an Understudy Responsibility Payment not less than the amount specified in Appendix 8.
- 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 Weekly Salary for an Actor-Musician prorated for the number of Performances being given in the week that the understudy performance takes place.
- 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 4.1 or 4.2 will be shared equally among such Artists.

5 UNDERSTUDYING – WHERE AN ARTIST IS ENGAGED AS AN ACTOR-MUSICIAN AND AS UNDERSTUDY FOR AN ACTOR-MUSICIAN

- 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.
- 5.2 For the Understudying of Role(s) the provisions of Schedule 2, Clause 2 shall apply.

6 INSTRUMENT USE

- 6.1 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.

- 6.2 If with the Manager's approval the Actor-Musician will be using his/her own instrument(s) the following shall apply:
- 6.2.1 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).
- 6.2.2 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 (e.g. reeds or strings).
- 6.2.3 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.
- 6.2.4 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.
- 6.2.5 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 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 UK Theatre/Musicians Union Agreement.

8 'BEST PRACTICE' CONDITIONS

- 8.1 The Manager will endeavour to ensure the Actor-Musician receives adequate music call(s) to learn/rehearse the music.
- 8.2 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.

SCHEDULE 4 – CONDITIONS FOR STAGE-MANAGEMENT

1 STAFFING LEVELS

- 1.1 There shall normally be a team of three Stage Management ([Company] Stage Manager, Deputy Stage Manager and Assistant Stage Manager), none of whom shall act or Understudy. If less than this team are to be engaged then the Manager will notify the Union of the change to the team and the reason before the commencement of rehearsals. The working of this Clause will be subject to a formal review at the end of the Agreement term.
- 1.2 If appropriate to the Manager's operation, the senior member of the Stage Management team may be engaged with additional responsibilities as "Company and Stage Manager". The Minimum Weekly Salary for a Company and Stage Manager is set out in Appendix 7.

2 DUTIES ON STAGE IN COSTUME OR IN BLACKS

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 required.

3 TRANSFER OF DUTIES

A Deputy Stage Manager or Assistant Stage Manager required to undertake the duties of a senior grade shall be paid from the first day of undertaking such duties not less than the appropriate minimum for such grade, except that this shall not apply in the case of a holiday or illness of less than six working days.

SCHEDULE 5 – REPERTORY AND REPERTOIRE VARIATIONS

1 DEFINITION

These provisions of Schedule 5 shall apply where the Artist is engaged for a Repertory Season or Repertoire Season. A Repertory Season shall mean a number of weeks of performances of Plays at a theatre(s) at which the same Management is presenting Plays with approximately the same company of Artists and/or nucleus of a working cast. A Repertoire Season shall mean a Repertory Season during which a number of different Plays are interchanged and repeated at intervals.

2 MAXIMUM WORKING DAY

The working day shall not exceed 12½ hours (including meal breaks) from first Call to final release. On three nominated days during the seven days prior to a Production's first paid Performance, the working day may be extended to 13½ hours.

3 BREAKS

- 3.1 The provisions of Schedule 1, Clause 11 shall apply other than in the particular circumstances below:

3.1.1 Breaks between performance and rehearsal

A one and a half-hour break shall be given between a Performance and a subsequent rehearsal, (60 minutes when the break coincides with a lunch break).

3.1.2 Breaks between rehearsal and performance

There shall be a one and three-quarter-hour break from the end of a rehearsal Call to the first Call for a performance except that this may be reduced to one hour by unanimous agreement.

3.1.3 Breaks during Rehearsals and Dress Rehearsals in Full Costume and Make Up

The Artist shall be entitled to a one-hour break after any period of five hours work. Unless mutually agreed otherwise between the Manager and the Artist such one-hour break over the lunch period should begin between 12 noon and 2.30 pm.

4 MINIMUM CALL TIME

The minimum Call for work (apart from performances) shall be three hours (four on a Sunday) and shall count (except in the case of Sunday work) as such in the calculation of the daily and weekly total hours, even if the period of work is actually less than three (four) hours.

5 FREE PERIODS IN THE WEEK

- 5.1 The Artist shall have two periods during a week free of all Calls. Each period shall consist of a morning (up to 1pm) or afternoon (up to 6pm) or evening (up to midnight) and the Manager shall use his/her best endeavours to comply with the Artist's wishes as to the timing of the free periods.
- 5.2 If an Artist is not given these periods free of Calls he/she shall receive a payment equivalent to one-fifteenth of the weekly Salary in respect of each period not given. This is in addition to Salary and overtime due for all hours worked.
- 5.3 In any Week that contains a Public Holiday the provisions of Schedule 1, Clause 15.2.3 shall apply and only one free period need be given.

6 MAXIMUM HOURS IN THE WORKING WEEK

For an engagement in a Repertory Season or Repertoire Season (as defined above) the maximum hours in the working Week shall be 43 hours per Week; other than up to two designated Weeks during the Repertory Season or Repertoire Season which contain a technical rehearsal or preview Performance when 46-hours per Week shall apply for the whole of those Weeks.

7 STAFFING

7.1 Staffing Levels

Where a production is in rehearsal at the same time as another is in performance there shall be a team of four Stage Management (none of who shall act or understudy). In the case of Repertoire working, not less than two stage management teams (Stage Manager, Deputy Stage Manager and Assistant Stage Manager) shall be engaged. Equity shall have the right to ask the Manager to consider the engagement of additional stage management if it believes their services to be necessary. The Manager shall have the right to ask Equity to consider the engagement of fewer stage management.

7.2 Additional Auditoria

In any Week in which a Manager is presenting his/her own productions (including rehearsals) at more than one auditorium he/she shall engage a full stage management team (Assistant Stage Manager, Deputy Stage Manager, Stage Manager) plus at least one Stage Manager or Deputy Stage Manager (neither of whom shall be required to act or understudy.)

SCHEDULE 6 – TIE/YPT VARIATIONS

1 HOURS OF WORK

- 1.1 The working week starts on Monday and covers 38 hours between 8.00am and 9.00pm over six consecutive days with a minimum overnight gap of 11 hours. The Artist may be required to work up to 10 hours in any one day. The Manager may request additional hours subject to overtime payment.
- 1.2 There will be a minimum call to work of three hours and these shall count as such in the daily and weekly total hours, even if the period of work is actually less than three hours.

- 1.3 Working time shall include travel time from base to and from the venue or school. On arrival, there will be 20 minutes allowable for preparation for performance or any workshop after the completion of the get-in and any fit-up. At the end of the performance or the workshop the time taken for changing and removing settings shall be included in working time.

2 BREAKS

There will be a break of at least one hour after a four hour period of work and at least fifteen minutes break, which will count as working time within a three hour working period.

3 PERFORMANCES

A working week shall consist of no more than ten performances with associated workshops both to take place within a maximum four hour working period. Where the management requires further performances up to a maximum of twelve, payment shall be made at the rate of one-eighth of the Artist's salary.

4 OVERTIME

Overtime shall be paid in units of fifteen minutes at time and a half for any work in excess of 38 hours per week, for hours worked in excess of 10 per day, for hours worked prior to 8.00am or after 9.00pm which do not breach the 11 hour overnight break, for hours worked in excess of the four hour working period or for missed breaks. Overtime will be paid in units of fifteen minutes at double time for any rehearsals on a seventh consecutive day (minimum call four hours) or any breach of the 11 hour overnight break.

Where overtime is paid this time shall not be included in the calculation of the weekly total hours.

Overtime will be paid for any missed or shortened breaks or if a break is given more than fifteen minutes late.

5 STATUTORY HOLIDAYS

During a week containing statutory holiday the remaining working hours shall not exceed 30. During a week containing two statutory holidays the remaining working hours shall not exceed 22.

6 STAGE MANAGEMENT

The Manager shall engage at least one Stage Manager who is not required to act or perform. Should the Manager wish to dispense with the services of a separate Stage Manager, the Manager may apply to Equity. Equity shall have the right to ask the Manager to engage further stage management if it believes that their services are necessary.

APPENDIX 1: DISCIPLINARY AND GRIEVANCE PROCEDURES

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

A1.2.3.1 If the Manager decides to take formal action, the following procedure will be followed:

A1.2.3.1.1 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.

A1.2.3.1.2 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.

A1.2.3.2 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.

A1.2.3.3 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 himself.

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

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.

A1.3.3.4 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 (b) 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 (b) 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 (a) 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 A2.2.1 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 It is recommended that subject to the casting requirements of the production, that Managers hold first auditions and/or casting sessions at the place where the production is to be made, as well as London, if the production is not London based.
- A3.3.2 All Artists shall be notified in advance generally with 48 hours' notice (except in an emergency):
 - A3.3.2.1 Of the nature of the auditions and, details of the part(s) being cast; and who will be present;
 - A3.3.2.2 If the audition is to be taped or recorded in any way.
- A3.3.3 If it is intended that the audition be taped or recorded for use by a third party, Equity shall be informed in advance.
- A3.3.4 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).
- A3.3.5 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.
- A3.3.6 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.
- A3.3.7 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.
- A3.3.8 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.
- A3.3.9 If the Artist is recalled on the same day, a time for the recall shall be mutually agreed.

- A3.3.10 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.
- A3.3.11 Any auditions involving nudity or semi-nudity will be in accordance with the Regulations agreed between the TNC and Equity on 1st January 1971.
- A3.3.12 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: CODE OF CONDUCT FOR ARTISTS

All Artists are expected to abide by the 'Artists Duties' as explained in Schedule 1, Clause 20 of the 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:

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.

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.

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.

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.

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.

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.

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.

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 5: FOR THE USE OF RAKED STAGES IN THEATRICAL PRODUCTIONS

THEATRE SAFETY COMMITTEE

A5.1 Introduction

- A5.1.1 A raked stage may be simple or contain multiple rakes and the surfaces come in many different forms.
- A5.1.2 A combination of different factors can lead to problems.
- A5.1.3 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.
- A5.1.4 Everyone involved – Manager, Designer, Choreographer, Director and Performer – has a duty of care to minimise and contain the risk involved.

A5.1.5 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.

A5.1.6 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.

A5.1.7 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.

A5.2 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.

A5.3 Elements for Assessment

All of the following factors should be assessed whenever performers are being asked to work on a rake.

A5.3.1 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.

A5.3.2 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.

A5.3.3 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.

A5.3.4 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.

A5.3.5 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.

A5.3.6 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.

A5.3.7 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.

A5.3.8 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.

A5.3.9 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 warm-up 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.

A5.3.10 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.

A5.4 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	✓	✓	✓	✓	✓	✓

A5.5 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 6: NUDITY AND SIMULATED SEX ACTS

A6.1 The following Regulations were agreed between Equity and the Theatres' National Committee, representing the Living Theatre throughout Great Britain, on the 1st January 1971. (Superseding the Regulations agreed between the parties and dated 24th September 1969).

A6.1.1 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.

A6.1.2 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:

A6.1.2.1 An official Equity observer or an observer agreeable to Equity is present.

A6.1.2.2 The direct professional and artistic interest of all persons present has been agreed between Equity and the Management.

A6.1.3 No sex acts shall be required of any Performer at any audition.

A6.1.3.1 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.

A6.1.3.2 The Manager undertakes that the prints and negatives of such photographs will be destroyed at the conclusion of the production.

A6.1.4 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:

A6.1.4.1 "Acts of a sexual nature" and "sex acts" shall mean "any act which if performed in public would be regarded as an indecent act".

A6.1.4.2 "Nudity", "semi-nudity" and "disrobe" shall mean "to be in a state of undress which if in public could be regarded as indecent".

A6.2 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 Chair or Vice-Chair of The Theatre Council or, should this be impracticable, to an independent person appointed by The Theatre Council for the purpose.

APPENDIX 7: UK Theatre/Equity Subsidised Managers Agreement Rates for 2017-19

WEEKLY SALARY MINIMA/MRSLs 8-show weeks	30 Jan 2017 – 1 Oct 2017	2 Oct 2017 – 30 Sept 2018	1 Oct 2018 – 7 April 2019
PERFORMERS (see Appendix 8 for Actor-Musicians) Minimum Weekly Salary – Grade 1, 2 & 3			
MRSLs			
Grade 1	£420.00	£435.00	£450.00
Grade 2	£515.00	£535.00	£550.00
Grade 3	£455.00	£470.00	£485.00
	£420.00	£435.00	£450.00
STAGE MANAGEMENT Minimum Salary			
ASM			
Grade 1, 2 and 3 Theatres	£420.00	£435.00	£450.00
DSM			
Grade 1 Theatres	£468.00	£485.00	£500.00
Grade 2 Theatres	£438.00	£453.00	£468.00
Grade 3 Theatres	£428.00	£444.00	£459.00
SM			
Grade 1 Theatres	£525.00	£546.00	£561.00
Grade 2 Theatres	£464.00	£479.00	£495.00
Grade 3 Theatres	£433.00	£448.00	£464.00
CSM			
Grade 1 Theatres	£556.00	£578.00	£594.00
Grade 2 Theatres	£491.00	£508.00	£524.00
Grade 3 Theatres	£454.00	£470.00	£486.00
SUNDAYS			
One performance in every 4 weeks (or part thereof)		No payment	
For each additional performance in the same 4 week period (or part thereof)		£35	
Work non-performance related		double-time, subject to 4-hour minimum call	

APPENDIX 7: UK Theatre/Equity Subsidised Managers

Agreement Rates for 2017-19 (cont'd)

OTHER PAYMENTS	<i>payment frequency</i>	30 Jan 2017 – 1 Oct 2017	2 Oct 2017 – 30 Sept 2018	1 Oct 2018 – 7 April 2019
Understudying				
Responsibility/Swing	<i>weekly</i>	£19.89	£20.58	£21.30
Additional Role(s)	<i>weekly</i>	£6.83	£7.06	£7.31
Performance – Leading	<i>per performance</i>	£24.23	£25.08	£25.96
Performance – other	<i>per performance</i>	£14.70	£15.21	£15.75
Flying	<i>weekly</i>	£40.43	£41.84	£43.30
Head Boy/Head Girl/Dance Captain	<i>weekly</i>	£30.09	£31.15	£32.24

CEILING SALARY	30 Jan 2017 – 1 Oct 2017	2 Oct 2017 – 30 Sept 2018	1 Oct 2018 – 7 April 2019
Weekly Ceiling Salary	£840.00	£870.00	£900.00
Ceiling Salary – hourly rate in 43-hour working week	£19.53	£20.23	£20.93
Ceiling Salary – hourly rate in 46-hour working week	£18.26	£18.91	£19.57

SUBSISTENCE ALLOWANCES, TOURING ALLOWANCE AND TRAVEL	30 Jan 2017 – 2 April 2017	3 April 2017 – 1 April 2018	2 April 2018 – 7 April 2019
Relocation Allowance*	£156.00*	£161.00*	<i>Asterisked rates will increase by the RPI published in March</i>
Commuting Allowance*	£135.00*	£139.50*	
Touring Allowance*	£219.00*	£226.00*	
Daily Touring Allowance*	£36.08*	£37.00*	
Out of pocket expenses/Meal Allowance*	£11.62*	£12.00*	
Mileage Allowance	0.44p per mile	0.44p per mile	0.44p per mile

APPENDIX 8: UK Theatre/Equity Subsidised Managers Agreement Rates for Actor-Musicians 2017-19

WEEKLY SALARY MINIMA FOR ACTOR-MUSICIANS	30 Jan 2017 – 1 Oct 2017	2 Oct 2017 – 30 Sept 2018	1 Oct 2018 – 7 April 2019
Grade 1			
Rehearsal	£521.40	£540.02	£558.65
Performance – playing up to 2 instruments	£527.80	£548.29	£563.67
Performance – playing 3 or more instruments	£580.58	£603.13	£620.04
Grade 2			
Rehearsal	£458.71	£475.09	£491.48
Performance – playing up to 2 instruments	£464.34	£479.65	£494.95
Performance – playing 3 or more instruments	£510.77	£527.61	£544.45
Grade 3			
Rehearsal	£424.27	£439.42	£454.58
Performance – playing up to 2 instruments	£429.48	£444.81	£460.15
Performance – playing 3 or more instruments	£472.42	£489.29	£506.17

ACTOR-MUSICIAN UNDERSTUDYING			
Where an Artist is paid as an Actor but covers an Actor-Musician			
Responsibility payment (Paid per Role, per week)	£16.80	£17.40	£18.00
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)			

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