



Agreement for
Theatre Designers

From April 2014 – April 2018

Incorporating rates for 2015, 2016 and 2017

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COLLECTIVE AGREEMENT

THIS AGREEMENT is made 5 February 2015 between the UK Theatre Association (hereinafter called "UK Theatre") of the one part, British Actors' Equity Association (hereinafter called "Equity") of the second part and the Broadcasting, entertainment, Cinematograph and Theatre Union (hereinafter called "BECTU") of the third part.

Whereby it is agreed as follows:

1 SCOPE OF AGREEMENT

- 1.1 This Agreement sets forth in the following annexures hereto minimum terms and conditions which shall be observed by members of UK Theatre (hereinafter individually called 'a Manager') for the engagement of Set, Costume, Set / Costume and Lighting Designers (hereinafter collectively called 'Designer') for theatrical productions intended for presentation in the United Kingdom other than under the SOLT / Equity Agreement for Designers or the ITC / Equity Designers Agreement.
- 1.2 The above annexures are:
 - 1.2.1 A schedule of conditions applicable to all Designers
 - 1.2.2 A schedule of conditions applicable to Freelance Designers only
 - 1.2.3 A schedule of conditions applicable to Resident Designers only
- 1.3 Provided that nothing contained in this Agreement or its annexures shall be construed as:
 - 1.3.1 Applying to interpretation of the Designer's work carried out by a person engaged in a capacity other than as Designer.
 - 1.3.2 Applying to material supplied by a third party for a production where a Designer is engaged under this Agreement.
 - 1.3.3 Applying to any person engaged by a Manager in a capacity other than as a Designer provided that if such person designs lighting or sets or costumes he / she shall be paid therefor such sum (additional to his / her salary) as shall be mutually agreed and not less than one-half (1/2) of the Freelance Designer fee. Provided further that where such person's basic annual salary exceeds the aggregate of the appropriate BECTU minimum salary plus the appropriate number of said sums for designs undertaken over the year then no further payment shall be due but to the extent that such basic annual salary does not exceed such aggregate, any shortfall shall be payable at the end of such year.
- 1.4 For any production under the scope of this Agreement for which an aspect of design is required at least one Designer shall be engaged.
- 1.5 Where a design, first commissioned by a Repertory Manager under either of the two Schedules to this Agreement, is transferred to a commercial tour, then the agreement between the Commercial Manager and the Designer shall include the following sentence:

"This Agreement incorporates the minimum terms and conditions of UK Theatre / Equity / BECTU Agreement for Designers where applicable".

2 UNION MEMBERSHIP

- 2.1 A Designer engaged by Manager for any production shall, if not a member of Equity or BECTU, be encouraged to apply for membership.
- 2.2 Whether or not a Designer becomes a member of Equity / BECTU, he / she shall not be engaged on terms less favourable than those herein prescribed.

3 EQUAL OPPORTUNITIES

- 3.1 The parties to this Agreement affirm their commitment to a policy of equal opportunity and fair engagement in connection with the engagement and treatment of Equity members regardless of age, colour, creed, disability, ethnic origin, marital / parental status, gender or sexual orientation.
- 3.2 In furtherance of the foregoing, the parties are committed to the extension of existing boundaries, by the promotion of non-traditional casting and integrated casting.
- 3.3 The parties agree that they shall review from time to time the operation of this equal opportunities clause.
- 3.4 In order to further casting of designers, whether or not the part calls for a disability, everything possible will be done to ensure that:
 - 3.4.1 access to any area of audition, rehearsal or performance is available.
 - 3.4.2 where disabled access is outside the Manager's control and is inadequate, the Manager shall use his best endeavours to effect improvements.

4 IMPLEMENTATION

The financial provisions of this Agreement and annexures hereto shall come into operation on 7 April 2014 (and shall subsist until 1 April 2018) for all contract entered into on or after that date.

5 DURATION OF AGREEMENT

This Agreement shall subsist until terminated by either party giving to the other not less than 4 months prior written notice accompanied by detailed proposals for its revision.

As witness the hands of the parties hereto the day, month and year first above written.

For and on behalf of UK Theatre _____

For and on behalf of Equity _____

For and on behalf of BECTU _____

1 SCHEDULE OF CONDITIONS APPLICABLE TO ALL DESIGNERS

1.1 Contract

- 1.1.1 There shall be three copies of the contract. One copy of the contract shall be for the Manager, one for the Designer and one for Equity.
- 1.1.2 The Manager shall ensure that a copy of this Agreement, and if required, other appropriate UK Theatre / Equity Schedules, shall be made available to the Designer.

1.2 Travel And Other Expenses

The Manager shall reimburse the Designer such travel and other expenses as he / she may incur, subject to the Manager's prior approval, in connection with the production where the Designer's presence is required to fulfil the services required under the contract, Provided that the Manger may instead pay the Designer in advance such fixed allowance as shall be mutually agreed and any unforeseen expenses shall be the subject of further discussion. Any agreed travel and other expenses are separate from any fee payment(s) due to the Designer under this Agreement.

1.3 Late Hours

If the Designer is required by the Manager to remain in the theatre or in any other place of work after 11.15pm after the hour at which his public transport ceases, then the Manager shall pay any reasonable expenses which the Designer shall incur in providing transport to the Designer's place of residence up to 20 miles from the theatre or such other place of work. The Manager shall use all reasonable endeavours to eliminate overnight travel. In circumstances where it proves unavoidable, fair and reasonable arrangements shall be made.

1.4 Failure To Produce

If for any reason the production is abandoned by the Manager at any time after the signing of the contract, the Designer shall be paid up to and including the next one-third (1/3rd) payment due plus all agreed expenses incurred up until such time.

1.5 Scripts Etc

- 1.5.1 The Manager will ensure that the complete script where relevant together with any further relevant material (eg: musical score, ground plans and technical data) shall be made available to the Designer at the time of signing the contract unless mutually agreed otherwise.
- 1.5.2 Where the Designer is engaged to design costumes, full details of casting together with individual measurements shall, where possible, be provided no later than the first day of rehearsal. The Designer shall be given the opportunity to see each Individual for whom costume(s) have to be designed for at least one preliminary and one final Individual fitting prior to the first Dress Rehearsal (unless circumstances mutually agreed make this impractical).
- 1.5.3 All costume fitting calls shall be scheduled by the Manager in consultation with the Designer who shall be given not less than 48 hours notice, except in an emergency.

1.6 Research Material Etc

- 1.6.1 In the event of the Manager supplying or paying for research material for the Designer, this material remains the property of the Manager and shall be returned to the Manager at the end of the week in which the first press performance is given.

- 1.6.2 The Manager shall pay for the material for any model(s) provided that the sum involved in agreed in advance and pay any construction costs as mutually agreed.
- 1.7 Ownership & Assigning of the Copyright**
- 1.7.1 All copyright or like rights which may now or in the future exist in the product of the Designer's services for the Production or otherwise from the Designer's involvement with the Production shall hereinafter be referred to as the Designs and shall be and remain vested in the Designer.
- 1.7.2 In consideration of the sums payable to the Designer under this Agreement the Designer hereby grants to the Manager a sole and exclusive licence to use the Designs in the Production and for such other forms of exploitation of the play and/or the Production as are permitted under this Agreement. Such licence will subsist for the performing period of the Production / the planned touring period of the Production as defined in the Contract, and thereafter as mutually agreed between the Manager and the Designer.
- 1.7.3 The Designer hereby unconditionally and irrevocably grants to the Manager every consent necessary including under Part II of the Copyright, Designs and Patents Act 1988 for the Manager to make the fullest use of the services provided by the Designer hereunder and the widest possible exploitation of the Designs as is permitted under this Agreement.
- 1.8 Licensing & Future Productions**
- 1.8.1 The Manager may, at any time, seek the Designer's agreement to extend the licence granted hereunder either in time or scope or to transfer it in whole or in part to a third party.
- 1.8.2 The Manager agrees not to enter into any agreement with a third party involving the extension or transfer of the Manager's licence from the Designer without the Designer's written agreement, such agreement not to be unreasonably withheld.
- 1.8.3 Where the Manager wishes to reproduce the Production using the Designs in the UK following the expiry of the agreed licence term, the Designer shall grant to the Manager a licence to use the Designs in such subsequent production and a further fee shall be payable to the Designer. Such fee shall be mutually agreed between the Manager and the Designer in the light of any further work required of the Designer and with each party acting reasonably and in good faith, but shall not be less than 25% of the prevailing category minimum fee. The Designer agrees not to unreasonably withhold agreement.
- 1.8.4 Where a third party, not being the Manager under this Agreement, wishes following the expiry of the agreed licence period to reproduce or transfer the Production using the Designs to another theatre or a tour of theatres or to any other theatre(s) not covered by this Agreement then that third party must negotiate with the Designer appropriate payments for the Designer's further work (if any) and for further use of the Designs. The Designer agrees not to unreasonably withhold agreement.
- 1.8.5 If the Production first designed by the Designer is reproduced in or outside the United Kingdom within 18 months of the First Press Night in the West End of such first Production and new designs are required, the Manager agrees to make every

- reasonable endeavour to ensure that the Designer is invited to design such reproduction and shall procure that if he/she is not so invited, he/she shall be paid 1/3rd (one-third) of the relevant SOLT minimum fee.
- 1.9 Co-productions**
- Where the Production or any subsequent production presented pursuant to this Agreement is a pre-planned co-production between one or more companies who are a party to this Agreement, the minimum fee shall be as follows:
- two co-producing companies – 125% of minimum fee relevant to originating company;
 - three co-producing companies – 140% of minimum fee relevant to originating company; and
 - where more than three companies are involved, the relevant minimum fee shall increase by 15% per company.
- 1.10 Making changes to the work**
- 1.10.1 The Designer shall have the right to withdraw his/her name from the Production if the Manager makes substantial changes to the Designs without his / her written consent, or if the Manager requires substantial changes to the Designs which the Designer is not willing to implement. Notwithstanding the foregoing, the Choreographer acknowledges and agrees that the Manager shall be entitled to continue to use the Choreography in the Production and otherwise pursuant to this Agreement following his/her withdrawal.
- 1.10.2 In the event of such withdrawal the Manager shall forthwith arrange for the Designer's name to be removed from bills and posters outside the theatre and from any other printed matter when next reprinted.
- 1.10.3 The Manager shall also ensure that all existing programmes are slipped to show the alteration, pending the next reprint.
- 1.10.4 The withdrawal of the Designer's name shall in no way prejudice the Designer's contractual financial rights.
- 1.10.5 Notwithstanding the above, the Manager and its licensees shall have the unrestricted right without first obtaining the Designer's approval to make such minor changes to the Production and/or the Designs as may be required to accommodate any Health and Safety or legislative issues required by the appropriate authorities or the physical requirements of any theatre.
- 1.11 Publicity**
- 1.11.1 All photograph calls and / or recordings which are to be used for advertising and/or publicity and / or press promotion of the Production shall be made by the Manager, where practicable in consultation with the Designer. It is understood and agreed that subject to the prior approval of the Manager the products of such photograph calls and / or recordings may be used by the Designer solely for the purpose of inclusion in the Designer's portfolio and subject to the Manager and the Production being credited.
- 1.11.2 The Designer hereby agrees that the Manager may undertake or permit activities in connection with the marketing and/or advertising and/or publicity and / or press promotion of the Production, and/or for educational use. Such activities may include

the following and may incorporate recordings and or images of the Designer and the products of the Designer's services:

1.11.2.1 Social Media: including contribution to blogs, references to the Production and to the products of the Designer's services through social media platforms which shall include, but not be limited to Twitter and Facebook or any of their successors;

1.11.2.2 Photography: This may include pre-production photo shoots and rehearsal and production pictures;

1.11.2.3 Press: This may include press photo calls; interviews and press shots on site and at media studios.

1.11.3 Where elements of the Designer's work (other than lighting designs which are excluded from the provisions of this Clause) are used in publicity material, the Designer shall be consulted and given credit. Where the Manager or a third party wishes to reproduce for merchandising (as distinct from publicity purposes – including programmes and brochures) aspects of the Designer's designs a further fee shall be mutually agreed between the Designer and the Manager or the third party in advance of any material utilising such aspects being offered to the public.

1.11.4 Archive recording

The Manager may make an archive filmed copy of the Production so long as such copy is used for archive purposes and not for any commercial purpose. Such archive recording may be made available to organisations involved in the provision of an assisted performance of the Production.

1.11.5 Recording for publicity purposes

1.11.5.1 As well as the recording of an archive filmed copy of the Production, the Manager may arrange for the creation of filmed video materials and/ or an EPK recording for the purpose of promoting, publicising or advertising the Production.

This may incorporate recordings and/or images of the Designer and the products of the Designer's services and include the following: behind-the-scenes films and photographs, short excerpts of rehearsals, filmed excerpts of the Production not to exceed 10 minutes completed edited footage, film of photo shoots and interviews; making of trailers and promotional videos; live streaming of post-show discussions.

1.11.5.2 Subject to 1.11.5.3, the Manager may without payment use the product of the recording for:

1.11.5.2.1 Narrowcast – A limited distribution of recorded material as distinct from broadcast and with the meaning usually attributed to such terms in the broadcast industry including but not limited to: Tradeshows (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.).

1.11.5.2.2 Broadcast – worldwide TV/radio/cinema/internet commercial campaign; incorporation within a Making Of Documentary for two UK network transmissions or one UK network transmission and one 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 to promote subsequent productions worldwide until 4 Weeks after the Press Night of the subsequent production.

1.11.5.3 Where an extract from the Production is used for broadcast and an agreement exists between Equity and the relevant broadcasting companies for payment for such use, the Manager shall use reasonable endeavours to ensure that the Designer receives any appropriate fee due as agreed from time to time between Equity and the broadcasting company.

1.11.5.4 The terms set out in this Clause 1.11 shall apply to any subsequent production presented by the Manager pursuant to this Agreement which make use of the Designs.

1.12 Recording for broadcast

1.12.1 Any recording of the Production which is made by or on behalf of the Manager and is used and exploited for direct commercial gain by the Manager as a separate product (including for example as a television programme or film, publications, articles (other than theatre programmes, souvenir brochures, cast albums or other uses of photos of a production) or commercial tie-ins (including videogames and interactive multimedia products) shall be subject to the following conditions:

1.12.1.1 Use shall be subject to the payment of a royalty and/or fee in respect of the applicable use to be mutually agreed by the Manager and the Designer each acting reasonably and in good faith. Any royalty and/or fee shall reflect prevailing industry practice and (if applicable) the contribution of any third party, and the extent to which all or a substantial or recognisable part of the Design features in such recording.

1.12.1.2 No recording shall be made or exhibited without the fee(s) / payments due to the Designer having been agreed in writing by the Designer and subject to advance consultation with Equity.

1.12.2 The terms set out in this Clause 1.12 shall apply to any subsequent production presented by the Manager pursuant to this Agreement which make use of the Designs.

1.13 Use of the physical products of the Designer's services

- 1.13.1 The Manager acknowledges that all original designs, models, working drawings and plans prepared by the Designer remain the Designer's personal property. The Designer undertakes to make all such items available to the Manager until such time as the Production is abandoned. The Manager agrees to take all reasonable care of such items whilst in his possession and to insure the same for a sum to be mutually agreed between the Designer and the Manager.
- 1.13.2 The Manager shall retain the right to dispose of material used in the construction of the set and / or costumes for the production. Should the set and / or costumes be sold for use in a totally different production the Manager undertakes to ensure that the set materials will not be used in the form in which they were used in the original design nor shall the costumes be so used.

1.14 Billing

A designer shall be accorded normal credit on all posters, leaflets and programmes over which the Manager has control, In any such material where any individual contributor to the production is credited (other than the author(s)), the Designer shall also be credited.

1.15 Rescheduling

The Designer should be informed at the earliest opportunity if the Manager wishes for any reason, to change the agreed dates of the production. Should the alteration of the dates make it impossible for the Designer to fulfill his / her contract, the Designer shall be paid in accordance with clause 1.4.

1.16 Payment

- 1.16.1 Cheques in payment of a percentage or other similar continuing payment shall be sent to the Designer or (if the Designer no instructs in writing) to his / her Agent by noon on Friday following the week to which they apply.
- 1.16.2 The Designer shall be given with every payment due a statement showing the amount and nature of that payment and of any deduction.
- 1.16.3 Any VAT due to the Designer shall be paid to the Designer within 30 days of the Manager's receipt of the Designer's VAT invoice.

1.17 Manager's Undertakings

In issuing the contract the Manager shall be deemed to have undertaken:

- 1.17.1 That he / she is registered as an approved Manager with the Theatre Council.
- 1.17.2 That he is not in default to any Equity member under a contract issued by the London Theatre Council or the Theatre Council and that he is not knowingly connected (as an individual proprietor, partner, associate producer, corporate direct, officer, active shareholder or otherwise) with any defaulting Management: "Default" shall include but shall not be limited to cases where:
- The Manager admits that he is in default
 - The Manager is in default by verdict of the courts or of the Theatre Council.

1.18 Designer's Undertakings

In accepting the contract the Designer undertakes to:

- 1.18.1 Perform the services required of him / her under his / her contract in a diligent and competent manner.
- 1.18.2 Comply with the rules and working practices of any theatre at which he / she works and with all rules made by the Manager insofar as they do not conflict with the terms of his / her contract.
- 1.18.3 Not make an order for any materials without the consent and authorisation for the Manager or the Manager's authorised representative.
- 1.18.4 Design a production that does not contain any matter that, to the best of the Designer's belief, is illegal. The Designer undertakes to discuss with the Manager at the earliest opportunity any material in the production that may reasonably be considered to be potentially controversial.
- 1.18.5 Have regard to the health and safety of all Individuals, and ensure that all reasonable steps within the Designer's power are taken to protect all Individuals from any foreseeable risk of harm, having particular regard to any Individual who may be asked to undertake a hazardous act. Wherever appropriate, the Designer should bring any concern to the Manager's attention at the earliest opportunity.
- 1.18.6 If necessary, modify any designs provided when instructed by the Manager if the execution of these designs would cause contravention of any Statutory, Local Authority or other relevant regulation or licensing requirement.

1.19 Definitions

- 1.19.1 The expression "Box Office receipts" as used herein shall mean the gross Box Office receipts less VAT or other tax (or equivalent thereof), credit card, charge card and other sales commissions, discounts offered at the discretion of the Manager for previews, matinées, parties, affinity groups, subscription schemes, standby sales and any other specific discount.
- 1.19.2 Where in any clause the expression "not less than" is used in respect of sums of money payable by the Manager to the Designer to cover the services of the Designer stated in such clause, the Designer shall render the services stated for the sum prefaced by the expression "not less than" unless a higher sum shall have been negotiated between the parties prior to the signature of the contract.
- 1.19.3 If a contract shall have been entered into by a Limited Company to provide the Manager with the services of the Designer then (in the absence of any additional provisions agreed by the parties hereto to the contrary) all monies express as payable to the Designer shall be validly given to such Company and the Designer's personal guarantee as set out at the end of his / her Contract shall be signed by the Designer and will apply to the carrying out of obligations by the Designer and such Company.

1.20 Arbitration / Conciliation

The arbitration / conciliation provisions of the current UK Theatre / Equity Performers' Agreements shall apply and are to be found in Appendix 4.

2 SCHEDULE OF CONDITIONS APPLICABLE TO FREELANCE DESIGNERS ONLY

2.1 Designer's Services

A Freelance Designer's services shall be available as agreed with the Manager from the first day of rehearsals in respect of each production until the final performance on the Saturday of the week in which the First Press Performance takes place, or such other period (or periods) of time as may be agreed in the writing at the time of engagement.

2.2 Definition Of Duties

- 2.2.1 In return for the Fee (as described in clause 2.3 below) the Designer shall supply his / her services for the undertaking of the following duties:
- 2.2.2 Preparation of the preliminary designs, final designs and working drawings to agreed deadlines as stated in the contract.
- 2.2.3 Actively collaborate with the Director in the preparation of the interpretative and demonstrative vision of the play.
- 2.2.4 Work with the production team (other Designer(s), Choreographer, Musical Director, Production Manager etc) to evolve and co-ordinate a unified physical production.
- 2.2.5 Actively co-operate in the administration of the production, including working within agreed budgets as notified by the Manager.
- 2.2.6 Actively co-operate in the education and outreach policies of the Manager.
- 2.2.7 Attendance at at least one meeting with the production staff as called by the Manager before the rehearsal period of the production.
- 2.2.8 Attendance, subject to the Designer's reasonable availability, at appropriate meetings with other members for the artistic, production and management teams.
- 2.2.9 To take responsibility for all relevant design aspects of the production as approved by the Manager.

2.3 Minimum Fees

The Manager shall pay to the Designer a fee of not less than the appropriate minimum as set out in Appendices 1 and 2. For this payment, the Designer shall undertake the duties outlined in clause 2.2 above.

2.4 Payment

Payment of the Designer's fee shall be made as follows:

- Not less than one-third (1/3rd) at the time of signing contracts
- Not less than one-third (1/3rd) on approval of final designs
- The remaining one-third (1/3rd) on or before the production's Press Night

2.5 Illness

- 2.5.1 Should the Designer be unable to commence or complete the services required under the contract due to illness he / she shall be paid such proportion of his / her fees, further to the initial 1/3rd payment of the contract, as is appropriate to those services theretofor rendered, together with the reimbursement of any expenses incurred.

- 2.5.2 The word "illness" shall include any bodily or mental infirmity and shall be certified by a qualified medical practitioner. The Manager shall be responsible for the costs of obtaining a doctor's certificate if the Manager shall demand such a certificate for periods of less than 7 days sickness.

2.6 Extent Of Designer's Services

A Designer shall not be required by the Manager to perform any function other than as originally contracted. If the Manager requests and the Designer agrees to perform any additional function they shall negotiate additional payments.

3 SCHEDULE OF CONDITIONS APPLICABLE TO RESIDENT DESIGNERS ONLY

3.1 Exclusive Services

- 3.1.1 A Resident Designer's services shall be exclusively available to the Manager throughout his / her engagement.
- 3.1.2 The Resident Designer may undertake freelance work with the permission of the Manager, such permission not to be unreasonably withheld.

3.2 Minimum Salaries

- 3.2.1 The Manager shall pay a Resident Design a weekly Resident Designer's salary of not less than the appropriate minimum as set out in Appendix 3 as agreed from time to time by the parties to this Agreement. For this salary the Resident Designer shall undertake those duties assigned and agreed that the time of contracting or as subsequently altered by mutual agreement. The Manager shall be responsible for issuing the Resident Designer with a job description.
- 3.2.2 In addition, the Resident Designer shall undertake the duties applicable to specific productions as outlined in clause 2.2 (in the Freelance schedule) above.
- 3.2.3 The minimum salaries of a Head of Design, Resident or Associate Designer and Assistant Designer are set out in Appendix 3 and agreed from time to time by the parties to this Agreement.

3.3 Design Department

3.3.1 Head Of Design

Unless otherwise mutually agreed by all parties, where two or more Designers are engaged, one shall be designated Head of Design and shall be responsible for the administration of the Design Department.

3.3.2 Assistant Designer

Responsible to the Head of Design (or Production Designer) in relation to the execution of production work in connection with the design. He / she may also be required to design productions, the number of which shall be agreed in consultation with the Manager and the Head of Design / Director. The Assistant Designer shall be paid a fee being not less than ½ of the appropriate minimum fee for each production in respect of which the Assistant Designer is directly responsible for the design. The Manager shall use his best endeavours to provide at least one production per 8 month period.

3.4 Hours Of Work**3.4.1 Weekly Hours**

The maximum working hours shall not exceed 40 per week (Monday to Saturday) in respect of those duties assigned and agreed at the time of contracting or as subsequently altered by mutual agreement.

3.4.2 Daily Hours

The maximum daily hours, under the conditions specified above, shall not exceed 10.

3.4.3 Overtime

3.4.3.1 If the Designer works in excess of either:

- 40 hours per week
 - 10 hours a day
- he / she shall be paid an overtime rate of 1½ (one-and-a-half times) the Designer's hourly rate of pay.

3.4.3.2 If the Designer works between 11.15pm on a Saturday night and 8.30am on a Sunday he / she shall be paid x 2 (twice) the Designer's hourly rate.

3.4.4 Overnight Break

The Designer shall be entitled to a break of 11 hours from the conclusion of each day's work prior to starting work on the following day.

3.4.5 Statutory Holidays

Any hours worked on a Statutory Holiday (as defined in the UK Theatre / Equity Subsidised Repertory Agreement for Performers and Stage Managers) shall be paid at twice the Designer's hourly rate of payment, subject to a minimum payment of 4 hours.

3.5 Payment

The Resident Designer's salary and, if relevant, subsistence allowance, shall be paid by cheque (if paid on a Thursday) or by the Bankers' Automated Clearing System to reach the payee by noon on Friday of each week.

3.6 Subsistence¹

Either:

3.6.1 The subsistence allowance as agreed and for the duration agreed in the UK Theatre / Equity Subsidised Repertory Agreement for Performers and Stage Managers shall apply where the Manager's base or theatre is 25 miles or more from the Designer's normal home address (as set out in his / her contract) or the said distance is less than 25 miles but the Designer is required (either by the Manager or the non-availability of normal public transport) to reside closer to the base or theatre.

3.6.2 A relocation package that is at least equivalent to 13 weeks of the allowance referred to in 3.6.1 above.

3.7 Annual Holidays**3.7.1 Entitlement**

The Designer is entitled to 28 days' holiday with pay in each complete year of work. Entitlement for part-years and for split weeks at the beginning or end of an

¹ This allowance increases in April of each year. Check www.uktheatre.org for correct figure.

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

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

3.7.2 Timing

Holiday must be arranged mutually between the Manager and the Designer, giving at least 4 weeks' prior notice specify when holiday is to be taken, ie: 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 a part of the Designer's holiday entitlement. The Manager will accommodate the Designer's wishes where it is reasonable and practicable to do so. If the Manager is aware of an intended closure period for the Production at the time of signing the Designer's Contract, the Manager will inform the Designer accordingly.

Holiday entitlement accrues evenly through the year and normally the Designer will not be entitled to take holiday in excess of the amount accrued at the time of the holiday. In the event that the Manager agrees to the taking 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 Designer's payments.

In the event of the Designer accruing holiday entitlement of 6 or more days, any holiday period taken shall not be shorter than 6 days and, if the holiday entitlement accrued is 12 or more days, the holiday period shall not be shorter than 12 days.

3.7.3 Unused Holiday

The Manager shall pay the Designer in lieu of any accrued but untaken holiday entitlement. Where the Designer is entitled to holiday any payment in lieu of holiday shall be calculated by multiplying the fraction of the year worked by the Designer's holiday entitlement and subtracting any holiday already taken.

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

3.7.4 Payment

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

The Designer's basic fee or weekly payment (as applicable) plus any additional payments made in accordance with the Designer'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 it will apply. If the Designer receives no salary or less than basic salary in one or more of those twelve weeks due to illness or injury, annual holiday or absence leave under the salary earned in the relevant number of weeks immediately prior to the twelve-week period is to be taken into account.

3.8 Public Holidays**3.8.1 Definition**

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

3.8.2 The Manager may not require the Designer to work on Christmas Day, whether or not it is a Public Holiday.

3.9 Illness

3.9.1 If the Resident Designer is unable to perform his / her duties through illness, he / she shall receive one-sixth (1/6th) of their full weekly salary for each day of illness, up to a maximum of six (6) weeks in their first year of engagement, and a maximum of eight (8) weeks for each subsequent year's engagement. At the end of such 6 (or 8) weeks, if the Resident Designer is still unable to perform his / her duties, the Manager shall have the right by written notice to the Resident Designer, to terminate the engagement without further liability but if his / her engagement is not so terminated, the Resident Designer shall thereafter be paid full salary without prejudice to the Manager's right at any time by written notice to terminate such engagement should the Resident Designer's illness continue.

3.9.2 A Resident Designer alleging incapacity through illness shall, within 72 hours, supply reasonable evidence of his / her incapacity eg: a self-certificate for spells of up to 7 calendar days or a medical certificate for spells over 7 days. In the event of failure to produce such a certificate, the Manager may terminate the engagement forthwith or at once report to the matter to the Theatre Council who may direct such penalty as they think fit and the Manager and the Resident Designer shall abide by its decision. In the event of termination by the Manager, the Resident Designer shall have the right, exercisable through Equity, to appeal to the Theatre Council, who shall have the power to reverse a decision relating to his / her dismissal. The Manager shall, at his own expense, have the right to have the Resident Designer medically examined by the doctor or physician of his own choosing.

3.10 Notice Period

The engagement of a Resident Designer shall be subject to termination by either party giving the other in writing not less than 8 weeks notice, such notice not to expire before the agreed opening performance of a production for which the Designer is responsible at the time of the notice being given.

Notes

**UK THEATRE/EQUITY/BECTU DESIGNERS AGREEMENT
SCHEDULE OF POSSIBLE PAYMENTS**

Example

Clause and Description	Pg no	Pay what?
SCHEDULE 1 – COMMON CONDITIONS FOR ALL DESIGNERS		
Clause 1.2 – Travel and other expenses		<ul style="list-style-type: none"> • Pay expenses subject to Manager’s approval or • Pay agreed fixed allowance & agree further unforeseen expenses
Clause 1.3 – Late Hours payment		<ul style="list-style-type: none"> • After 11.15pm or cessation of public transport, pay reasonable expenses up to 20 miles
Clause 1.4 – Failure to Produce		<ul style="list-style-type: none"> • Up to & including next 1/3rd payment • Plus agreed expenses incurred to point of abandonment
Clause 1.9 – Co-productions		<ul style="list-style-type: none"> • Minimums to increase with two or more co-producing companies: <ul style="list-style-type: none"> • Two co-producing companies – 125% of minimum fee relevant to originating company • Three co-producing companies – 140% of minimum fee relevant to originating company • Three or more companies – 15% of the minimum fee for each company
Clause 1.8 – Further exploitation		<ul style="list-style-type: none"> • At least 25% for any revival of production
Clause 1.11 – Merchandising		<ul style="list-style-type: none"> • As per current Equity/BPI/PACT Agreements
Clause 1.12 – Payment for recordings		<ul style="list-style-type: none"> • As per current UK Theatre/Equity Performers’ Agreements
SCHEDULE 2 – FREELANCE DESIGNERS		
Clause 2.3 – Minimum Fees		<ul style="list-style-type: none"> • Appendix 1. Minimum Fees, to change from time to time: <ul style="list-style-type: none"> • 1/3rd on signing contracts • 1/3rd on approval of final designs • 1/3rd on or before production’s Press Night
Clause 2.5.1 – Illness		<ul style="list-style-type: none"> • Initial 1/3rd • Proportion of fees thereafter plus incurred expenses
Clause 2.6 – Extent of Services		<ul style="list-style-type: none"> • Any other duties other than those specified in schedule 2 will need to be paid for separately
SCHEDULE 3 – RESIDENT DESIGNERS		
Clause 3.2 – Minimum Salaries		<ul style="list-style-type: none"> • Appendices. Minimum Weekly Salaries, to change from time to time, paid by: <ul style="list-style-type: none"> • Cheque (if on a Thursday) • BACS (by noon on a Friday of each week)
Clause 3.3.2 – Assistant Designer		<ul style="list-style-type: none"> • ½ of appropriate minimum fee
Clause 3.4.3 – Overtime Payments		<ul style="list-style-type: none"> • x1 for hours up to 10 a day or 40 a week • x1½ • x2 for working between 11.15pm – 8.30am Monday – Friday or on a Sunday
Clause 3.4.5 – Statutory Holidays		<ul style="list-style-type: none"> • Minimum payment of 4 hours • x2 hourly rate for any hours worked
Clause 3.6 – Subsistence		<ul style="list-style-type: none"> • Updated annually in April of each year • Check current rates on www.uktheatre.org
Clause 3.9 – Illness		<ul style="list-style-type: none"> • 1/6th for each week day up to 6 wks in 1st year of job • 1/6th for each week day up to 8 wks in 2nd (or more) of job

APPENDIX 1 – MINIMUM FEES FOR FREELANCE DESIGNERS

From 3 November 2014 – 1 April 2018

	YEAR 1	YEAR 2	YEAR 3	YEAR 4
	3 November 2014 – 5 April 2015	6 April 2015 – 3 April 2016	4 April 2016 – 2 April 2017	3 April 2017 – 1 April 2018
% uplift each year: Subsidised 2%; Commercial 2.5%				
RSC / RNT				
Full	£6,185.00	£6,309.00	£6,435.00	£6,564.00
Small	£3,711.00	£3,785.00	£3,861.00	£3,938.00
Subsidised Theatre				
MRS L 1	£3,553.00	£3,624.00	£3,696.00	£3,770.00
Studio / Workshop	£1,511.00	£1,541.00	£1,572.00	£1,603.00
MRS L 2 / 3	£2,603.00	£2,655.00	£2,708.00	£2,762.00
Studio / Workshop	£1,254.00	£1,279.00	£1,305.00	£1,331.00
Commercial Theatre				
Higher Minimum Tour / Season / Musical	£3,387.00	£3,472.00	£3,559.00	£3,648.00
Straight Play	£2,723.00	£2,791.00	£2,861.00	£2,933.00
Exceptional Minimum Tour / Season / Commercial Rep	£1,465.00	£1,502.00	£1,540.00	£1,579.00
Opera A (ROH, ENO)				
Full	£6,799.00	£6,935.00	£7,074.00	£7,215.00
1 Act and Small-scale tours	£3,162.00	£3,225.00	£3,290.00	£3,356.00
Opera B (SO, WNO, Opera North, GTO)				
Full	£4,946.00	£5,045.00	£5,146.00	£5,249.00
One Act	£2,105.00	£2,147.00	£2,190.00	£2,234.00
Small-scale tours	£2,317.00	£2,363.00	£2,410.00	£2,458.00
Opera C				
Full	£2,327.00	£2,374.00	£2,421.00	£2,469.00
One Act	£1,058.00	£1,079.00	£1,101.00	£1,123.00
Ballet A (RB, BRB, ENB)				
Full	£6,185.00	£6,309.00	£6,435.00	£6,564.00
One Act	£1,159.00	£1,182.00	£1,206.00	£1,230.00
Small-scale tours	£2,317.00	£2,363.00	£2,410.00	£2,458.00
Ballet B (Rambert, NB, SB)				
Full	£3,175.00	£3,239.00	£3,304.00	£3,370.00
One Act	£1,159.00	£1,182.00	£1,206.00	£1,230.00
Small-scale tours	£2,317.00	£2,363.00	£2,410.00	£2,458.00
Ballet C				
Full	£2,327.00	£2,374.00	£2,421.00	£2,469.00
One Act	£464.00	£473.00	£482.00	£492.00

APPENDIX 2 – MINIMUM FEES FOR LIGHTING DESIGNERS

From 3 November 2014 – 1 April 2018

	YEAR 1	YEAR 2	YEAR 3	YEAR 4
% uplift each year: Subsidised 2%; Commercial 2.5%	3 November 2014 – 5 April 2015	6 April 2015 – 3 April 2016	4 April 2016 – 2 April 2017	3 April 2017 – 1 April 2018
RSC / RNT				
Full	£2,835.00	£2,892.00	£2,950.00	£3,009.00
Small	£1,418.00	£1,446.00	£1,475.00	£1,505.00
Subsidised Theatre				
MRS L 1	£1,326.00	£1,353.00	£1,380.00	£1,408.00
Tour	£1,848.00	£1,885.00	£1,923.00	£1,961.00
Studio / Workshop	£635.00	£648.00	£661.00	£674.00
MRS L 2 / 3	£724.00	£738.00	£753.00	£768.00
Studio / Workshop	£577.00	£589.00	£601.00	£613.00
Commercial Theatre				
Normal Minimum Tour / Season / Musical	£2,140.00	£2,194.00	£2,249.00	£2,305.00
Straight Play	£1,194.00	£1,224.00	£1,255.00	£1,286.00
Exceptional Minimum Tour / Season / Commercial Rep	£572.00	£586.00	£601.00	£616.00
Opera A (ROH, ENO)				
Full	£3,308.00	£3,374.00	£3,441.00	£3,510.00
1 Act and Small-scale tours	£1,515.00	£1,545.00	£1,576.00	£1,608.00
Opera B (SO, WNO, Opera North, GTO)				
Full	£1,889.00	£1,927.00	£1,966.00	£2,005.00
One Act	£859.00	£876.00	£894.00	£912.00
Small-scale tours	£941.00	£960.00	£979.00	£999.00
Opera C				
Full	£946.00	£965.00	£984.00	£1,004.00
One Act	£521.00	£531.00	£542.00	£553.00
Ballet A (RB, BRB, ENB)				
Full	£1,889.00	£1,927.00	£1,966.00	£2,005.00
One Act	£859.00	£876.00	£894.00	£912.00
Small-scale tours	£941.00	£960.00	£979.00	£999.00
Ballet B (Rambert, NB, SB)				
Full	£1,651.00	£1,684.00	£1,718.00	£1,752.00
One Act	£645.00	£658.00	£671.00	£684.00
Small-scale tours	£872.00	£889.00	£907.00	£925.00
Ballet C				
Full	£829.00	£846.00	£863.00	£880.00
One Act	£521.00	£531.00	£542.00	£553.00

APPENDIX 3 – MINIMUM FEES FOR RESIDENT DESIGNERS

From 7 April 2014 – 1 April 2018

	YEAR 1 7 April 2014 – 5 April 2015	YEAR 2 6 April 2015 – 2 April 2017	YEAR 3 4 April 2016 – 3 April 2011	YEAR 4 3 April 2017 – 1 April 2018
% uplifts given each year	2.0%	2.0%	2.0%	2.0%
Head of Design				
MRS L 1	£469.89	£479.29	£488.88	£498.66
MRS L 2	£456.65	£465.78	£475.10	£484.60
MRS L 3	£414.76	£423.06	£431.52	£440.15
Resident Designer				
MRS L 1	£435.96	£444.68	£453.57	£462.64
MRS L 2	£421.64	£430.07	£438.67	£447.44
MRS L 3	£382.22	£389.86	£397.66	£405.61
Assistant Designer				
	£357.05	£364.19	£371.47	£378.90

APPENDIX 4: THE THEATRE COUNCIL – ARBITRATION

4.1 Arbitration

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.

4.2 Without prejudice to Clause 3.1 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 a Designer 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.

Notes

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