



Guide to good practice on touring productions

A Bectu guide • November 2023

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UK tours only (excluding commercial West End/SOLT venues)

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Introduction

The following guidance sets out what Bectu and you, our union members, believe to be current good practice among employers who tour productions to venues across the UK (with the exception of those London venues that are members of SOLT). This guidance applies to individuals in all posts and grades (other than those recognised by Equity or Musicians Union), in other words: lighting, video, sound, wardrobe, wigs, chaperones, automation, stage, props, puppetry etc.

This is a 'living document' and will be adjusted and refined as trends across the industry become clearer and as better examples of good practice evolve into standard practice. If you would like to add to this document, please contact lead rep Christian Clark christian.f.clark@gmail.com in the first instance.

Background

Bectu currently negotiates two collective agreements that cover the minimum terms and conditions for members working in theatres that are either members of SOLT (Society of London Theatre) or members of UKT (UK Theatre).

The SOLT/Bectu Agreement underpins minimum rates of pay and standard terms and conditions including, for example, when overtime payments and other additional premium payments apply. If your employer is a member of SOLT or is putting a production on in a SOLT venue (<https://solt.co.uk/solt-venues/>) then they are bound to honour all the minimum terms of this agreement.

The UKT/Bectu Agreement underpins minimum rates of pay and standard terms and conditions for workers employed in theatres and on productions outside the West End SOLT venues. Employers, if they are members of UKT ([About UK Theatre - UK Theatre](#)) are bound to honour all these minimums.

Over the years, staff employed on productions have been increasingly employed on buyout contracts - sometimes these contracts are clearly underpinned by the Agreement and at other times the contracts are vague and are a mix of Bectu agreements and Equity agreements.

Bectu believes that going forward there needs to be an agreement that specifically addresses the terms and conditions for members working on tours. Bectu has, with your help, put together this guide, based on the current UKT/Bectu Agreement minimum terms, to make sure you all know what is happening now across tours and you can negotiate the best contract you can for yourselves straight away.

In time, on the basis of this guide, we hope to negotiate basic terms with each of your employers that they agree not to fall below. We hope to work with them to establish a minimum terms agreement across the UK.

This guide is primarily aimed at PAYE staff on contracts, but the same principles can apply to self-employed freelancers/fee based/daily rate staff who invoice the employer direct.

Contracts

It may surprise you to know that **it is a legal requirement for your employer to give you, at the very least, a written statement of the particulars of your engagement on the first day of employment as well as give you your full contract within 2 months** of the start of employment. Many don't.

According to the government website <https://www.gov.uk/employment-contracts-and-conditions/written-statement-of-employment-particulars> these particulars should be:

- the employer's name
- the employee's or worker's name
- the job title or a description of work
- the start date
- how much and how often an employee or worker will get paid
- hours and days of work and if and how they may vary (also if employees or workers will have to work Sundays, nights or overtime)
- holiday entitlement (and if that includes public holidays)
- where an employee or worker will be working and whether they might have to relocate
- if an employee or worker works in different places, where these will be and what the employer's address is
- how long a job is expected to last (and what the end date is if it's a fixed-term contract)
- how long any probation period is and what its conditions are
- any other benefits (for example, subsistence and touring allowance)
- obligatory training, and whether or not this is paid for by the employer
- for employees, it must also include the date that a previous job started if it counts towards a period of continuous employment
- sick pay and procedures
- other paid leave (for example, maternity leave and paternity leave)
- notice periods (some fixed term contracts do not allow an employee to give notice or resign before the end of the fixed term – if you require more detail on the implications of leaving a fixed term contract early, please contact your Bectu official).

The minimum terms of either the SOLT/ or UKT/ Bectu Agreements can form the basis for what is called a **'buyout contract'**. For example, all overtime should be voluntary, but employers may ask you to agree in advance that you will work a number of hours of overtime on top of your basic hours as part of your contract (39 hours are basic hours in the current UKT/Bectu Agreement). The buyout hours are averaged out across the duration of the contracts/52 weeks or shorter if agreed. In return for your agreement to work these extra hours, the employer will offer you an enhanced amount to cover the value of these hours – this is a buyout contract.

If you are offered a buyout contract, the contract should detail fully which terms are being bought out and for how much. Often, they don't, simply stating that the salary buys out everything - all overtime, all missed meal breaks, working Bank Holidays and any other entitlements you might have. This is very bad practice. Breaking it down clearly is not only a

legal requirement but essential for you to understand whether you are being paid correctly above the minimum terms and conditions of whatever collective agreements or employment rights apply. **The following sections provide a checklist of what to look out for and where to ask for clarification.**

You can download the Bectu Guide to Buyouts for the SOLT/Bectu agreement here <https://members.bectu.org.uk/advice-resources/library/3049> and the UKT/Bectu agreement here <https://members.bectu.org.uk/advice-resources/library/3050>

It is important that you ask for your contract at the earliest opportunity so you can raise any concerns with the employer BEFORE your employment begins. Once you have received the first payment this is, in-effect, acceptance of the terms and conditions of the contract even if you haven't received it. There is a common misconception that if you do not sign a contract you haven't agreed to the terms. Don't make this mistake and push for your contract as early as possible.

What to look out for:

Working time regulations

The working time regulations apply to workers and employees. The regulations state that **you should not work more than 48 hours a week on average** as they are intended to prevent employers from asking people to work excessively long hours <https://www.acas.org.uk/the-maximum-hours-an-employee-can-work>

In the entertainment industry hours can and do fluctuate so many employers calculate the average over 52 weeks, or for the duration of the contract if it is less than a year. An employer can ask you to opt out of this element of the working time regulations so that you agree to work more than an average of 48 hours, but you are not obliged to sign it. The request to opt-out should be provided to you on a document separate to your contract (if this is not the case, please contact Bectu).

Even if you do agree to opt out, you have the right to change your mind and withdraw your consent at a later date. You would have to give notice of this which is seven days, unless stated in the contract, but they cannot ask you for more than three months' notice.

You cannot be asked to opt out of any of the other elements of the regulations such as the minimum 20-minute rest period in each six hours worked, the one day off in seven, two in fourteen and the 11-hour rest break overnight. <https://www.acas.org.uk/rest-breaks>

Check the schedule the employer provides with the contract and make sure it is reasonable and humane.

Overnight Break

UK law states that workers are entitled to an 11-hour break between shifts. This applies at all times, including on travel days. For example, if you finish a load out at 3am then you should have 11-hours break before travelling at 4pm. Once you've arrived at 9pm, you should then have another 11-hour break before beginning your next shift at the earliest of 8am. Any infringement of this 11-hour break should be avoided in the first instance, but then given back as time in lieu or more appropriately, paid at double time accrued in 30-minute intervals for the total infringement time. Your overnight 11-hour break should also be considered with your day off, totaling 35 hours (24 hours + 11 hours) from when you finish your last shift of the week to the next shift starting. <https://www.gov.uk/rest-breaks-work>

We are aware that during get outs the 11-hour break is often not taken into consideration, sometimes the breaches are being scheduled. Please see UKT/Bectu agreement on get outs. <https://members.bectu.org.uk/advice-resources/library/3083>

It is worth noting that the UKT/Bectu agreement (*clause 3.3.3.1*) allows for a 30-minute rest break during get outs that have continued for 3 hours or more and have occurred immediately after the end of a performance. To be clear, this is not a meal break and therefore cannot be bought out as part of your weekly wage. Where this rest break is not taken for operational reasons, you should still include it in the total hours of the working day by adding it onto the end of your call. This rest break should also be considered when taking your 11-hour overnight break.

Scheduled breaches to the 11-hour break can be reported to the Theatre's Safety Committee on the incident and non-compliance report form which can be found at the end of the Code of Conduct.

Bectu will be campaigning on this issue and in the mean time we encourage members to raise breaches with the employer well in advance.

Notice Period

Both the UKT/Bectu agreement and the statutory legal minimum notice period that the employer needs to give you is one week where you have less than two years' service. Good practice would be for a minimum of two weeks' notice.

Many employers will try to provide you with a contract that does not allow for you to give notice to leave. While this is deemed legal, we see this as bad practice and recommend negotiating a notice period into your contract that is fair to yourself and the employer. Four weeks is a recommended minimum for all grades. However, the higher the grade of role the longer the notice period is usually expected to be. For example, Grade 3 and 4 Assistants we would suggest 6 weeks notice. Grade 2 Deputy Head of Departments we would suggest 8 weeks notice. Grade 1 Head of Departments we would suggest 10 weeks notice.

We would also expect any notice period set by the employer during probation periods to be matched for the employee as per the contract.

Hours

It is important that you look very closely at the hours and rate of pay you are being offered. The contract should clearly state how many hours you will be expected to work. For example, if overtime hours are being bought out you should clarify how many hours are bought out and not just accept a sweeping statement such as 'all overtime hours are bought out'. Then you can check if the salary you are being offered covers those hours. The contract should also be clear about what happens if you exceed those hours for example are they paid at 1.5T (time and a half) or 2T (double time) or will they be given back to you as time off in lieu (TOIL)?

Once in the job, always keep a record of your hours and duration of breaks every day, even if your line-manager is keeping a record too.

Bectu recommend that you review your hours every 17 weeks and if you are substantially over your average hours then you should speak to your employer and agree when you will have those hours off or the amount that they will be paid. Do not wait until the end of your contract, because if the company then closes then it is unlikely you will be paid the money due. **Even if you have worked over your average hours on a buyout contract, you don't 'lose' these hours – you must be paid for every hour you work.**

Bectu has designed a timesheet for members that will calculate hours worked and running totals so that you can keep a track your working average. We recommend that all members use this document. <https://members.bectu.org.uk/advice-resources/library/3109> (This is an excel version, please contact the branch for a numbers version)

Common practice for maximum hours in one shift tends to be 16 hours. Bectu recommends a 13 hours maximum shift in order to take into account your 11-hour break between shifts, but also in regards to health and safety/wellbeing.

Travel

The UKT/Bectu Agreement states that travel time “when travelling at the direction of the Manager” is working time and you should be paid your salary for this. **In order to ensure that travel time is paid working time, this should be explicit in the contract.**

Also, remember that a travel day is NOT the same as your 7th day/day off. The UKT/Bectu agreement states that compensatory rest (equivalent to the period of rest not taken) shall be given within two months within your normal working hours. If you are required to travel on your 7th day Bectu recommends good practice is to be paid rather than compensatory rest as it is difficult to schedule this on tours.

So, travel from home to the venue, between venues and travel home is working time – to be clear:

- your travel to first call at the beginning of the tour and your travel back at the end of the tour are both working time and should be paid;
- if you travel home in the middle of the tour as a personal choice because you are taking annual leave then your travel hours are not working time and your travel costs are not paid
- if you have NOT been provided with accommodation to stay with the tour during a ‘dark week’ then travelling home is working time as is travelling back for when the show resumes
- if you HAVE been provided with accommodation to stay with the tour during a ‘dark week’ then travelling home instead is your choice and unpaid but it would be reasonable for you to suggest to management that instead of paying for the cost of your accommodation they put the money towards your travel home.
- When travelling between venues if there is a local station, rather than the mainline station, you should clarify with your HOD what additional travel time can be claimed.

In the process of getting out of one venue and getting into another, a whole number of regulations can be breached. It’s up to you to spot the breaches and make sure you are paid correctly. For example, you have worked your 6 days but the get-out overnight takes you up to 4am on the 7th day and then you are expected to get up again at 12pm to travel to the next venue and work up to 10pm.

In the end it is of no benefit to the employer to schedule you badly. It’s so much better for everyone, especially for your mental and physical wellbeing, if the employer schedules you properly, as many do, and makes sure that after a late-night get-out:

- You get your full overnight break of 11 hours
- You get your 7th day off
- You then travel to the next location and start again

As travel is at the direction of the manager, if you experience delays during your travel that are outside of your control it is good practice for these to be included in your total travel time.

Bectu believes it is unreasonable to schedule staff to travel between 9pm and 8am on health and safety grounds, especially after a long shift or get out.

Where travel and work in a given venue occur on the same day, normal UKT/Bectu agreement breaks would apply.

When you are required to fly (for example, from the UK to Dublin) Bectu believes it would be good practice for all time from check in to landing is counted as paid working time.

When instructed to take holiday, make sure travel time is recorded as working time and not holiday.

Whilst working time for travel falls under the UKT/Bectu agreement, the minimum payment for travel falls under the UKT/Equity commercial agreement as follows:

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

Bectu's position is that no one should be out of pocket when travel is at the direction of the manager, including when extra costs are incurred from unavoidable delays.

Pensions

Ask for your auto-enrolled pension from day one.

If you are aged between 16 and 74 and earn over £520 per month or £120 per week you are eligible to be enrolled into their employer's pension scheme. When this happens, you will benefit from tax relief on your contributions and your employer usually has to make additional contributions as well.

Employers can try to postpone doing so for up to twelve weeks. However, if they choose to do this, they must write to you within six weeks of your starting date to tell you about this postponement – and every worker has the option to refuse the postponement and to request to be put in the scheme immediately. We urge members to think carefully about this. We know being enrolled into a pension scheme does slightly reduce your take home pay in the short-term and we appreciate that people may not be able to afford to do this.

But if you can afford it there are many benefits to be auto enrolled. In return for a small reduction in your take-home pay, your pension pot will grow by a much larger amount – and it will be placed in an investment fund that will grow throughout the years leading up to your retirement. We urge members to contact employers on day-one of their employment and inform them that they want to be enrolled in the pension scheme as soon as possible.

Minimum Wage

Everyone must be paid at least the national minimum wage averaged over the course of your contract. Whatever you do, you should always check that your buyout rate does not fall below the National Minimum Wage which increases every April (currently £10.42).

<https://www.gov.uk/national-minimum-wage-rates>

Bectu Recommended Professional Rates

The Bectu Touring Branch have published a recommended professional minimum rates guidance. The rates guidance is designed to help you negotiate your rates for work in Touring Theatre. These are recommended professional minimum rates agreed by members of Bectu's

Touring Theatre Branch. They are not agreed with UK Theatre, or any other employers and employers are not obliged to pay them. However, we have seen some employers are beginning to pay at or above these minimums which is positive to see. We are also working with some willing employers to increase wages on their tours. Note, these recommended minimums do not apply to work done in the Commercial West End theatre sector.

<https://members.bectu.org.uk/advice-resources/library/3085>

If you are offered a buyout on a UKT/Bectu agreement contract then use the Bectu rates calculator to check what hourly rate you are being offered.

<https://members.bectu.org.uk/advice-resources/library/3084>

Holiday

All employees and most workers are entitled to paid holiday leave of 28 days inclusive of bank holidays. Under the UKT/Bectu agreement, if you work a 6-day week your entitlement is 32 days inclusive of bank holidays. <https://www.gov.uk/holiday-entitlement-rights>

Your holiday pay cannot be combined into your salary as one lump sum. If you are unable to take your holiday leave due to being on a short contract or for operational reasons, the outstanding holiday entitlement accrued must be paid to you at the end of the contract.

If you are asked to work on a **Bank Holiday**, check your contract to see whether you have been bought out of a premium payment. Under the UKT/Bectu agreement, a premium payment of 2T applies to the hours worked. If you work on a Bank Holiday, then that day should not be deducted from your overall holiday entitlement.

As part of the campaign to improve work-life balance across the theatre industry we believe that good practice would be to make sure that all staff get at least **3 consecutive days off over Christmas**.

You cannot be called into work on a holiday day, and therefore holiday entitlement cannot be used on a travel day when these working hours have taken place. For example, you cannot travel for three hours in a morning and then use a 'half-day' of holiday entitlement.

Floats and Days Off

Float days have commonly been used in touring theatre as a way of balancing hours of a buyout contract. Your hours are not recorded but you are on call and can be called into work. They are not in any agreement and there is no gold standard of how they operate. Sometimes they are used in different ways between departments even on the same show. Bectu's position on touring float days is as follows and we would like members to ensure that their hours are being recorded accurately:

Time on call or stand-by will be working time when you are:

- Actually performing the work, or
- At the employer's premises while on call (even if you are resting or relaxing), or
- Required to be at a place determined by the employer (including the local area) and available to provide the work immediately

The cut off time for being 'on-call' should be the same for all departments. Common practice tends to be either the half hour call of the show or beginning of the show.

Examples of good practice for different float scenarios are as follows:

- If you are on a float for any show call, hours recorded would be from your normal first call until the agreed cut off for the production. No further hours should be recorded.
- If you are on a float after a day shift or matinee performance, you would not be on call and therefore no hours should be recorded.

We are currently working with chaperones regarding overnight on-call time, as this is the only department that this is applicable to and there are no agreements in place to deal with this.

Bectu would like to see you working a 5-day week in future – or, at least, have the option to work a 5-day week. Of course, float days are an understandable development while we wait for the far healthier 5-day week but please check the schedule and make absolutely sure you have your 7th day off every week and that there is sufficient staffing and planning for you to have a reasonable opportunity to take your annual leave. The best practice is that departments are adequately staffed which is one person more than the show plots require. This will allow cover for leave, sickness etc.

Allowances

Historically the touring allowances are negotiated between Equity and UK Theatre. The current minimum rates are:

Commercial (3rd April 2023 – 31st March 2024)

Tour Allowance: £330.00 a week

Subsistence: £214.50 a week

Daily Touring Allowance: £52.50 a day

[Download current UKT/Equity Commercial Theatre rates here](#)

Subsidised (3rd April 2023 – 31st March 2024)

Tour Allowance: £280.00 a week

Relocation Allowance: £210.00 a week

Commuting Allowance: £169.73 a week

[Download current UKT/Equity Subsidised Theatre rates here](#)

Touring Allowance is payable as per the UKT/Equity Commercial agreement, when your home address is more than 25 miles from a given venue. If your home address is between 15 and 25 miles from a given venue, *'the manager shall pay the artist's fares between the artist's home address and venue'*.

When touring remounted after the pandemic, HMRC began requesting that employers tax your allowances. This has largely subsided and many employers have reverted back to providing allowances tax free.

You may be required to keep receipts each week to submit to your Company Manager and your tour allowance is paid in arrears. You only pay tax on what you don't spend of the £330 a week.

Where an employer taxes you on your allowances at source, we recommend speaking to them about a solution which could be either the above receipt system or pursuing a Business Tax

Exemption with HMRC. This usually involves submitting multiple rounds of receipts which show that the money being provided as Tour Allowance is being spent on actual expenses. To date, only large-scale employers have achieved this as it is a time-consuming process. If no solution can be found, you can claim tax relief on this specific income through self-assessment with HMRC. For more information on this, please contact Bectu.

There are no clear guidelines on what is covered by these allowances, and we would advise you to get clarification before signing the contract as to what allowances you can expect to receive.

We suggest the following should happen as a minimum requirement:

Covered by the allowances:

- Travel around town and to and from venue to digs while on tour (except for late night taxis which are separate and in exceptional circumstances)
- Additional cost of food and drink during the day while away from home base
- All elements within the allowance should be quantified i.e, £5 towards breakfast, £15 lunch, £20 dinner
- Any expenditure that falls within the allowances will need receipts in order to be reimbursed tax free.
- If you do not have receipts, then you can keep the allowance but the part that is not evidenced by receipts will be taxed.

Reimbursed separately by employer:

- Travel from home to first venue of tour and travel back home after last venue of tour – either the employer books this travel for you or you book it and provide receipts
- Travel between venues as the tour unfolds – again either the employer books this travel for you or you book it and provide receipts
- Safe late-night travel by taxi to far-off digs needs to be on a case-by-case basis and paid upfront by the employer or reimbursed separately
- Accommodation should either be booked by the employer direct or reimbursed separately to the allowance as accommodation is increasingly expensive and difficult to find. (The UKT agreement states “The Manager shall provide or pay for overnight accommodation”)

Please note there are different allowances agreed between Equity and ITC. These can be found here: <https://www.itc-arts.org/wp-content/uploads/2023/07/Rates-of-Pay-2023-Sheet.pdf>

Allowances – Chaperones

Where chaperones are not receiving touring allowance, as accommodation is provided, their meals should be paid for when eating with the children. If they are not eating with the children, then they should receive a subsistence allowance. You should negotiate a reasonable amount per day to cover meals.

International Touring

When travelling to an international venue from the UK via any transportation (commonly flights), this time is considered working time and the total time should be recorded on timesheets. In practice, this works the same as travel within the UK and should also be recorded on health and safety grounds. Appropriate rest should be given after international

travel before any work commences on site. To be clear, travel time includes home address to UK airport, flight time and international airport to international accommodation.

If the international tour begins in the UK and the contract has been issued by a UK based employer, public holiday pay and terms from the UK prevail.

Once working abroad, the working time regulations of the UK do not prevail and local law prevails. We would recommend contacting Bectu before working abroad to get specific legal advice for working internationally.

For more information on overseas per diems and allowances, please see [UKT/Equity Overseas Rates here.](#)

Some employers are beginning to move away from paying per diems in cash for the local currency and instead pay in GBP through staff payroll. It is Bectu and Equity's position that workers should not have to meet the cost of any currency exchange. If the employer wants to pay in GBP instead of local currency, then they should provide sufficient funds to ensure the worker gets the amount they're supposed to receive in local currency. We would encourage members to speak to their employers where they believe they are not receiving the full entitlement.

Accommodation

In the UK the employer usually expects the employee to find their own accommodation whilst working away from home. Since the pandemic there has been widespread concern from staff that tour allowances do not cover the total cost of accommodation and living away from home. Bectu want to make clear that in scenarios where staff are unable to find accommodation or struggle to find anything within budget that the employer should assist where possible.

There are currently no agreed standards or guidelines regarding what is reasonable accommodation. Bectu will be compiling a good guide on this in 2023. In the meantime, we would suggest that:

- Accommodation should be within reasonable distance from the theatre
- Sharing of rooms is optional and by agreement only
- If over 30 minutes away by public transport it is good practice for the employer to offer a taxi if working past 11pm

From 2nd October 2023, commercial employers will be required to provide accommodation to all staff on tour in Dublin as per the updated UKT/Equity commercial agreement in April 2023.

Rehearsal Periods

If you are involved in the rehearsal periods for a tour, employers can opt to pay Equity subsistence instead of touring allowance. If your home address is within 25 miles of the rehearsal room, you would not be entitled to receive an allowance under the UKT/Equity agreements. Good practice would be for your employer to pay travel if your home is between 15 and 25 miles from the rehearsal venue as this is a contractual right under the UKT/Equity agreements.

During opening weeks where there are technical rehearsals, dress rehearsals and actual performances, employers may opt to pro rata subsistence up until the opening day and then pay touring allowance pro-rata from the opening day onwards. Good practice would be to pay touring allowance once staff are out of the rehearsal room and away from home.

Force Majeure

Unlike Equity and MU contracts, there should be NO 'force majeure' or lay-off clause in your contract. Under the Bectu agreements there is no standard force majeure provision. However, we are aware that employers are introducing them into contracts. Bectu's advice is that force majeure should only apply to unforeseen closures and should not be confused with dark weeks.

Dark weeks

If you find that the schedule has gaps – in other words, dark weeks where in the past the employer would not pay you until the next venue – it's time to be clear about these gaps. The UKT Bectu Agreement has no lay-off clause, therefore the employer should continue to pay you at full pay through the weeks or days when there are no performances. However, this does not seem altogether fair and members have negotiated being paid consistent with Equity. For the moment this is a local negotiation and up to you to instigate either on your own or, better, with all your colleagues standing together. In the longer term, we hope to agree a consistent approach across all employers.

For reference, the UKT/Equity weeks out clause is as follows:

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

If you are being paid during dark weeks - and these are not "holiday weeks" - then payment should be at your regular weekly pay. Zero hours can be recorded on your timesheet for this week - hence reducing any unpaid or additional hours already worked - but only if you have been paid at your "usual" weekly wage.

If you are paid only a proportion of weekly pay, then the hours removed from your unpaid overtime should be adjusted to reflect this - otherwise the additional hours are being bought off at a rate lower than your hourly pay.

For example, if your weekly pay is £750, and you are paid £750 - then 48 hours (or your contracted hours) can be removed from your unpaid hours. But if you are paid £500, then $500/750 * 48 = 32$ hours should be removed. If holiday entitlement is used during a dark week each of these days would equate to 8 hours on a timesheet.

Remember that travelling is working time and should be recorded on timesheets as such, rather than an additional holiday day being used.

Confidentiality

Many backstage theatre contracts contain clauses that aim to keep the information regarding the contract terms and wages strictly between the employer and the employee. The Equality Act 2010, in particular Section 77, protects the right that employees can legally discuss their work pay with colleagues. The key things this legislation states are that:

- Employers cannot legally discipline anyone for discussing their work pay; and
- Employers cannot legally have any clauses in employee contracts that stop workers from talking about pay

It's important to be aware though, that the law only protects you when you're talking about pay for the purpose of establishing whether there's an unfair pay issue in your workplace, and not just when you're just discussing pay more generally. Bectu's position is that these confidentiality clauses are not legally enforceable and that they should not be included in any contract as they may be used to hide unfair pay practices. We strongly encourage members to read their contracts carefully and where these clauses are seen, challenge the employer and contact Bectu.

Remember, you can always speak to your union about your contract and get advice on its terms.

In summary, a good contract should:

- Contain all the details required in law including who you report to.
- Contain a full schedule of performances, expected working hours and breaks, arrangements for days/weeks off.
- Be sent to staff at the earliest opportunity, allowing time for concerns to be raised before the employment begins.
- List clearly what is being bought out and for how much.
- List clearly what is not bought out, for example: working bank holidays attracts premium payment.
- State how many bank holidays are bought out and for how many hours at premium rate.
- State that all travel time is 'paid working time'.
- Clarify what happens if your total working hours at the end of the contract are above the agreed average – e.g. paid out at 1.5T as per the UKT/Bectu agreement
- Clarify what Incidentals/Special Technical Requirements may arise – e.g. working in blacks, appearance in costume, working at height, stepping up, overseas touring etc – and how these will be paid.
- Confirm that one hour meal breaks will be scheduled after every 5 hours worked continuously.
- NOT buy out these meal breaks as they are essential to the health and mental wellbeing of the workforce – if, exceptionally for operational reasons, a break is missed (or part thereof) then the period of time missed must be paid at 2T.
- Affirm that the 11-hour overnight break will not be infringed.
- Explain that if exceptionally the overnight 11-hour break is infringed or the 7th day off is missed then the hours should be paid at 2T and compensatory rest should be scheduled in a reasonable time frame to help you recover.
- Offer a salary that is equal to or above the Bectu Touring Branch recommended professional minimum rate for the appropriate grade.
- Acknowledge that it is the responsibility of the Individual and the Manager to keep time sheets and it is the responsibility of the Manager to review every 12 weeks.

- Give reasonable notice of change of schedule and cancellation of calls – good practice is to give you 48 hours’ notice of a cancellation of call and 8 weeks’ prior written notice of a change of schedule.
- Give notice of extension of a tour – good practice is to give you at least 18 weeks’ notice.
- Make clear what time off will be given around Christmas, Boxing Day and New Year so that there is enough time for you to travel home if you want to.
- Allow the employee to resign with a minimum notice period and NO penalty clause for leaving a fixed term contract early.
- If there are any proposed dark weeks in the schedule then ensure that they are being dealt with in accordance with the Equity agreement.
- Include details of disciplinary, grievance and other formal procedures.

Red Flags to look out for:

- No notice period allowed.
- Fees specified for hiring a replacement and training.
- No specified buyout hours mentioned or ‘bought out of all overtime’.
- Missed meal breaks included in buyout.
- Holiday not 32 days for a six-day working week (if UKT contract)

Below is an *example offer letter/deal memo* showing what should be included:

The offer letter should be clear especially regarding remuneration and any additional payments. The template below can be adapted for individual buyouts. Where an individual is not on a buyout the offer letter could simply put 'as per the UKT/Bectu Agreement'.

OFFER FROM	<i>{name and address of production company} (we/our/us)</i>
OFFER TO	<i>{name of employee} (you/your)</i>
DATE OF OFFER	<i>{date}</i> – offer valid for one week (unless otherwise agreed)
PRODUCTION	<i>{name of production}</i>
POSITION/ROLE	<i>{job title}</i>
LINE MANAGER	<i>{insert name and title}</i>
START DATE	<i>{start date of contract}</i>
NOTICE PERIOD	as per UKT/Bectu Agreement
CAST REHEARSALS	<i>{date or week commencing}</i>
FIRST PERFORMANCE DATE	<i>{date}</i>
ENGAGEMENT EXPIRY DATE	<i>{date or week commencing}</i> (with an option to extend for a further <i>{insert nos}</i> weeks beyond end date)
HOURS OF WORK	An average of forty-eight (48) hours a week worked between 8am and midnight spread over any six consecutive days of the week <i>{amend as necessary}</i> .
REMUNERATION	Gross basic salary of <i>{insert amount}</i> which will buyout the following: <i>{delete, add or amend as appropriate}</i> <ul style="list-style-type: none"><input type="checkbox"/> 9 hours overtime or 6th day working payment at 1.5T<input type="checkbox"/> Sunday working at 2T<input type="checkbox"/> public holiday payment at 2T for X days of Y hours (minimum 8 hours per day)

ADDITIONAL PAYMENTS*{delete, add or amend as appropriate}*

- 9 hours overtime or 6th day working payment at 1.5T
- Sunday working at 2T
- public holiday payment at 2T for X days
- hours worked between midnight and 8am at 2T for each 15 minutes or part worked
- missed meal breaks at 2T or each 15 minutes or part worked
- any seventh consecutive day at 2T for each 15 minutes or part worked in exceptional circumstances only.

HOLIDAY ENTITLEMENT*{delete as appropriate}*

5-day week entitlement is 28 days inclusive of Bank Holidays

OR

6-day week entitlement is 32 days inclusive of Bank Holidays

SICK PAY ENTITLEMENT

As per the UKT/Bectu Agreement

RETAINER FEE for dark weeks*{insert figure}***PENSION**

We will comply with our pension duties in accordance with Part 1 of the Pensions Act 2008, including our duty to automatically enrol you for a pension when applicable.

SUBSISTENCE*{£214.50}* per week to cover**TOURING ALLOWANCE***{£330}* per week to cover**PER DIEMS (UK)****PER DIEMS (Ireland only)****PER DIEMS (outside UK and Ireland)**

Below is an *example of a good contract* that Bectu can suggest employers use as a template contract:

You can download this as a word document at [Bectu template theatre touring contract - BECTU](#)

{insert name}

CONTRACT OF EMPLOYMENT

FOR

***{insert production}* UK AND XXXXXX TOUR**

**(INCORPORATING THE PARTICULARS OF
EMPLOYMENT REQUIRED UNDER THE EMPLOYMENT
RIGHTS ACT 1996 (“ERA”), AS AMENDED)**

{insert name and address of employer}

Date: *{insert date}*

This contract of employment is made on *{insert date}*

Between:

1. *{insert name and address of company}* (“Employer”) and
2. *{insert name and address of employee}* (“Employee” or “you”)

(together “the Parties”).

This Agreement contains a statement of applicable terms of your employment as required by section 1 of the Employment Rights Act 1996. Schedule One does not form part of your contractual terms and conditions of employment and may be varied at any time. *Should there be any inconsistency between this Agreement and the contents of the Schedules, the terms of this Agreement shall prevail, always provided that these provisions will never be lesser than the provisions required by the UKT/Bectu Agreement.*

IT IS AGREED AS FOLLOWS:

1. START DATE, PROBATIONARY PERIOD AND CONTINUOUS EMPLOYMENT

- 1.1. Your employment, and your period of continuous employment with the employer, will commence on *{insert date}*. You confirm that you are not prevented from taking up the employment or from performing your duties by any obligation or duty owed to any other party, contractual or otherwise.
- 1.2. Your employment is for a fixed term ending on *{insert date}*, at which time it will terminate without the need for further notice. It shall continue thereafter unless or until terminated by either party under the terms set out in clause 18 below.
- 1.3. You warrant that you are entitled to work in the UK without any additional approvals and will notify the employer immediately if you cease to be so entitled at any time during your employment with the employer.
- 1.4. Your employment is subject to a probationary period of *{insert nos of weeks but max 13}* weeks, during which time your performance and conduct will be monitored. The employer reserves the right to extend your probationary period by up to a further *{insert nos of weeks but max 13}* weeks.
- 1.5. During the probationary period, or at the end of it, your employment may be terminated by the company giving you two weeks’ prior written notice.

2. UK THEATRE ASSOCIATION/BECTU AGREEMENT

- 2.1. Save as varied by this Agreement and insofar only as the context admits and as is not inconsistent with the express terms of this Agreement, the provisions of the current agreement existing between the UK Theatre Association and the

Broadcasting Entertainment Communications & Theatre Union, as amended from time to time (the “UK Theatre Association /Bectu Agreement”) is accepted by the parties as binding in honour upon them but not intending to constitute a legally enforceable Agreement between them.

3. JOB TITLE AND DUTIES

- 3.1. Your job title is **{insert job title}** on the Touring production of **{insert name of tour}** (the “Production”). You may be required to undertake duties as the employer considers appropriate.
- 3.2. You will report to **{insert name}** (“Company Manager”) and **{insert anyone else if needed}**.
- 3.3. During your employment you shall:
- 3.3.1. devote the whole of your time and the full benefit of your knowledge, expertise, skills and ability, to the proper performance of your duties;
 - 3.3.2. comply with all reasonable requests, instructions, rules and regulations, as may be made from time to time by the employer, and will, in addition, comply with all rules and regulations which apply to the employer’s business;
 - 3.3.3. exercise reasonable care and diligence in the performance of your employment and shall comply with all reasonable instructions to protect your own health and safety and the health and safety of others;
 - 3.3.4. keep just and true records of all goods bought and sold, money received and paid, services carried out and all things whatsoever relating to the employer’s business which come into your care or disposal;
 - 3.3.5. at all times give to the employer such explanations, information and assistance relating to your employment with the employer as it may require; and
 - 3.3.6. faithfully and loyally work for the employer to the best of your ability and use your best endeavours to promote, protect, develop and extend the employer’s business.

4. EXCLUSIVITY OF EMPLOYMENT

You acknowledge and agree that you:

- 4.1 are employed exclusively by the employer; and
- 4.2 shall not accept any other professional work in the entertainment industry or otherwise without the employer’s prior written consent **(which shall not be unreasonably withheld)** and, whether or not such consent is given, you shall not

accept other professional work in the entertainment industry that will or may prevent you from carrying out your duties under the terms of this Agreement.

5. PLACE OF WORK

Your usual place of work will be *{insert}* and theatres throughout the United Kingdom, in accordance with the location(s) of the Production.

6. HOURS OF WORK

6.1 You are required to work an average of forty eight (48) *{amend as necessary}* hours a week, worked between 9am and 11.30pm spread over any six consecutive days of the week. These hours will be worked at such times as we require and notify.

6.2 You agree to work on any public holiday as required. Any hours you work on a public holiday will count towards your weekly working hours *{and we will pay you in accordance with Clause 7.3 below OR there will be no additional payment as this is included in your buyout salary DELETE AS APPROPRAITE}*.

6.3 You agree to work up to one performance on a Sunday. Any performance worked will count towards your weekly working hours *{and we will pay you in accordance with Clause 7.4 below OR there will be no additional payment as this is included in your buyout salary DELETE AS APPROPRAITE}*.

6.4 For the purposes of this Agreement, a “week” is defined as Monday through to and including Sunday.

6.5 All travel time from home to first venue of tour, between venues on tour and travel back home after last venue will be paid working time and count towards your weekly working hours.

6.6 All attendance at calls made by the employer, including performances, rehearsals, fit ups, get ins/outs, applicable COVID testing, and photograph, press, publicity and recording calls, will count as working time.

6.7 For the avoidance of doubt, each complete week shall have one day as the nominated rest day.

6.7 Given the nature of the industry, the Parties acknowledge that the working day, the working week, the precise timing of calls, meal breaks and rest breaks (if relevant) are all subject to change from time to time, at the employer’s discretion. During all periods of work you will be allowed to take a fifteen-minute break within any continuous period of three hours work and a one-hour break after a period of five hours work. *It is your responsibility as well as ours to ensure that you take these breaks when possible* and the guidelines above are indicative rather than firm. You accept that because of the nature of the work it is not always possible to take the breaks at exactly these times, and you will be paid. Missed meal breaks will be paid in accordance with clause 7.2.3 below.

6.8 The employer will not require you to work in excess of 48 hours per week (averaged over 52 weeks or the duration of the contract, whichever is the lesser) if to do so would cause any safety or health risks. You should advise the employer if you feel that any such safety or health risks are being created by the hours worked. In addition, you must comply with any requests made or measures imposed to enable the employer to monitor your working time.

- 6.9 If at the end of the contract your average hours exceed 48 then any excess hours will be paid out at 1.5T.
- 6.10 During weeks when there is a get out at a specific venue, any hours worked over 48 hours during that week shall be paid at in accordance with the UKT/Bectu Agreement.

7. REMUNERATION

- 7.1 You will be paid a gross basic buy out salary of *{insert weekly figure}* (“the Basic Salary”) per 48 hour week worked in accordance with Clause 6.1 above.
- 7.2 Payment for any hours worked in excess of those set out in Clause 6.1 above shall be calculated as follows:
- 7.2.1 between the hours of 11:30pm and 9am you will be paid at double based on one forty eighth of your Basic Salary per hour worked in units of fifteen minutes;
 - 7.2.2 on any seventh consecutive day worked you will be paid at double time based on one forty eighth of your Basic Salary per hour worked in units of fifteen minutes;
 - 7.2.3 missed meal breaks will be paid a double time for each 15 minutes of the meal break missed; and
- 7.3 *You will be paid for any hours worked on a public holiday at double time based on one forty eighth of your Basic Salary per hour worked in units of fifteen minutes OR there will be no additional payment as this is included in your buyout salary DELETE AS APPROPRAITE}*
- 7.4 *You will be paid for any hours worked on a Sunday at time and half until 3 April 2022 and at double time thereafter based on one forty eighth of your Basic Salary per hour worked in units of fifteen minutes up to a minimum call of 8 hours OR there will be no additional payment as this is included in your buyout salary DELETE AS APPROPRAITE}*
- You will be paid weekly in arrears by bank transfer into a UK bank account nominated by you.
- 7.5 Your Basic Salary and performance will normally be reviewed at such time as the UK Theatre Association /Bectu rates are reviewed, subject to the following:
- 7.5.1 should your Basic Salary be greater than the UK Theatre Association /Bectu rate in force from time to time, the level of any salary increase will be at the discretion of the employer; and
 - 7.5.2 there will be no review during any probationary period but UK Theatre Association/Bectu rate rises will be applied during notice period.
- 7.6 At any time during your employment, or upon its termination, the employer shall be entitled to deduct from your salary or any other payment due to you in respect of your employment (including your final salary payment) any monies due from you to the employer or to any Associated Company including (but not limited to) any overpayments made to you by the employer or losses sustained by the employer as a result of your negligence or breach of the employer’s rules.
- 7.7 Any discrepancies in your salary must be reported immediately to the Company Manager.

7.8 TOURING ALLOWANCE

- 7.8.1 We will pay you a weekly allowance of £290 as touring allowance to cover additional cost of living away from home but this does NOT cover travel and accommodation which will be arranged/reimbursed separately.

7.9 TRAVEL

- 7.9.1 We will either arrange for transportation between each stop of the tour or we will reimburse you for the cost of second-class rail travel if we do not arrange for transportation or if we do provide transportation and you opt to drive, we will reimburse mileage at the UK THEATRE ASSOCIATION/BECTU rate.
- 7.9.2 Where appropriate we will provide air transportation.

8. CHANGES TO PERFORMANCE SCHEDULE

- 8.1 The employer may schedule seven (7) performances in one (1) week and nine (9) performances in a consecutive week without any additional payments two additional times in a calendar year subsequent to the arrangement over the Christmas/ New Year period (that arrangement allowing for sixteen (16) performances over a two (2) week period at no additional cost).
- 8.2 In addition to the 7/9 weeks described above, the employer may schedule extra performances (no more than nine (9) shows a week) up to an additional four (4) times in a calendar year. These additional performances shall be paid at an additional 1/8 of basic salary. There may not be any consecutive weeks with none (9) shows.

9. PENSION

- 9.1. The employer will comply with the employer pension duties in accordance with Part One of the Pensions Act 2008.

10. HOLIDAYS

- 10.1 Your holiday allowance will be in accordance with the UK Theatre/Bectu Agreement. Holidays will be taken at such times as are mutually acceptable and convenient to the employer in conjunction with the rest of the department and in periods no longer than two consecutive weeks. Appropriate notice of intention to take a holiday must be given to the Company Manager.
- 10.2 You agree to work on any public holidays as required in accordance with Clause 6.2.
- 10.3 Holidays will not be approved during cast change periods and will not be approved during the three-week period commencing with the week prior to the week in which Christmas day falls.
- 10.4 In exceptional circumstances, the employer is entitled to require you (on 8 weeks' notice) to take specified weeks off as part of your annual holiday entitlement.
- 10.5 No compensatory pay will be made for holiday not taken (other than on termination of employment).

11. ILLNESS AND INJURY

- 11.1 If you are absent from work as a result of illness or injury, you shall notify the Company Manager of the reason for your absence as soon as practicable by phone (and not by text message) and in any event by 10am (matinee days) or 12pm (evening performances) on the first working day on which absence first occurs and give the likely date of your return. You should leave an emergency contact telephone number if you are not at home. You must keep the Company Manager updated on your condition, no less than once each working day.
- 11.2 The employer reserves the right to require you to provide the Company Manager with a self-certificate form indicating the nature of illness or injury as soon as possible, and in any event no later than on your return to work.
- 11.3 If the absence is for more than seven days, including any holiday or rest day, you must provide the Company Manager with a doctor's certificate.
- 11.4 The employer reserves the right to ask you to undergo a medical examination, at its cost, with the employer's medical practitioner at any stage of absence. You authorise such practitioner (under the Access to Medical Reports Act 1988) to disclose or discuss with the employer the results of such examination.
- 11.5 Sick pay shall be calculated in accordance with the UK Theatre Association /Bectu Agreement. Those payments shall be inclusive of any statutory sick pay due.
- 11.6 For the avoidance of doubt, sick pay will only be paid in relation to those days that you would have been scheduled to work. In no event will you be entitled to more days of paid absence than the number of days for which you have been employed, excluding any days of absence.
- 11.7 Unauthorised absence and/or failure to comply with the employer's sickness absence notification procedures (and other reasonable requests as set out in this clause) may constitute a disciplinary offence.

12. PUBLICITY AND EMPLOYER'S IMAGE

- 12.1 You understand that the nature of the Production will attract a high degree of interest from the media and you agree to co-operate fully with all calls made for the publicity and promotion of the Production.
- 12.2 You agree not to make any public or press statement about this Agreement or the Production, or to represent that you have the ability to bind the employer to any agreement with third parties, without the express prior permission of the employer.
- 12.3 You shall acquire no right hereunder to use, and shall not use, the name of the Production, the employer's name, or the name of the company (either alone or in conjunction with or as part of any other word, mark, or name) or any marks, fanciful characters or designs of the Company or any related, affiliated, or subsidiary companies in any advertising, publicity, or promotion, nor to express or to imply any endorsement, or in any other manner whatsoever except as provided herein in carrying out your services under this Agreement.
- 12.4 You acknowledge that the employer is concerned to preserve its reputation as provider of wholesome family entertainment and you shall not engage in any activities through the course of your employment that have the potential to damage or bring into disrepute the high standards and good image of the employer and the Production.

13. RECORDINGS

13.1. You agree that we may make video and/or audio recordings of the production for our archive purposes and that we may supply a copy of this recording to national archives.

13.2 Electronic Press Kits

13.2.1 We can use any recorded footage to promote or publicize the show in any matter and in any medium. This is not to affect current practices of paying employees for additional publicity calls.

13.3 News Access

13.3.1 You agree to take part in short recordings made for broadcast use for news access, topical magazine and documentary programmes as these terms are generally understood.

13.4 Documentary filming

13.4.1 You agree to take part in recordings made for any documentary that is made.

13.5 Consent

13.5.1 You agree to sign any necessary release papers to confirm the consent for any of the above recordings.

13.6 Other Recording

13.6.1 In the event that we wish to make, or permit anyone else to make, any recordings in any media that are not covered in the generality above, then you will be paid overtime at an additional single time rate for any time worked in connection with the filming or such other agreement as may be made between Bectu and the film-maker.

14. CONFIDENTIAL INFORMATION

14.1 For the purposes of this Clause 14:

14.1.1. "Confidential Information" means all knowledge and information (whether or not recorded in a documentary or machine-readable form):

- (a) including any knowledge or information relating to the actual or proposed terms of business between the employer and any clients of the employer; the names, addresses and contact details of any clients of the employer; the marketing plans and/or strategies of the employer including such plans and strategies relating to maturing business prospects of the employer; the employer's accounts information (save for information in its published audited accounts), its budgeting information, sales targets and statistics and pricing information; marketing surveys and/or reports conducted by or on behalf of the employer; secret formulae, inventions, designs, know-how and any other technical information or data of the employer relating to the creation, production, development or performance of any past, present or future product or service traded in or proposed to be traded in by the employer with

a view to profit; and, any other information to which the employer attaches an equivalent level of confidentiality or in respect of which it owes an obligation of confidentiality to any third party; and

- (b) which is not readily ascertainable to persons not employed by or holding office with the employer (and being authorised to have access to the same) either at all or without a significant expenditure of labour, skill or money or the like.

14.1.2 “Trade Secrets” means trade secrets or other information which is otherwise of such a highly confidential nature as to be of a status equivalent to that of a trade secret.

14.2. In the course of your employment, you will have access to and be entrusted with information in respect of the business of the employer and of its Associated Companies, its and their dealings, transactions and affairs, all of which information is or may be confidential. You shall not (except in the proper course of your duties) during or after the termination (howsoever arising) of your employment divulge to any person, firm or corporation whatsoever or otherwise make use of (and shall use your best endeavours to prevent the publication or disclosure of) any Trade Secret and/or any Confidential Information.

15. RETURN OF PROPERTY

15.1. You must upon request, and in any event on the termination of your employment, immediately return to the employer any property belonging to it or any other Associated Company (including without limitation, papers, documents, keys, credit cards, computer disks, blackberry, laptop, mobile phone and other software storage media) which may be in your possession or under your control, and also including, without limitation, all records of whatever nature of any Trade Secrets or Confidential Information (as defined in Clause 14.1.1) which shall be acquired, received or made by you during your employment. You must not retain copies of any documents so returned whether paper documents or documents stored on computer disk or other software storage media.

16. INTELLECTUAL PROPERTY

16.1 For the purpose of this contract, Intellectual Property Rights means:

16.1.1 patents, rights to Inventions (being all inventions, ideas, discoveries and improvements, whether or not patentable, and whether or not recorded in any medium made by you in connection with your duties under this Agreement (“Inventions”)), copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or

forms of protection which may now or in the future subsist in any part of the world; and

- 16.1.2 the expression “during the course of your employment” shall include all activities relating to your employment by the employer, regardless of whether such activities (without limitation): take place during working hours; involve the use of employer’s premises or resources; fall within the scope of your normal duties; or fall within the scope of duties specifically assigned to you.
- 16.2 You shall give the employer full written details of all works, inventions and materials embodying Intellectual Property Rights made wholly or partially by you at any time during the course of your employment which relate to, or are reasonably capable of being used in, the business of the employer or any entity under common control with the employer. You acknowledge that all Intellectual Property Rights subsisting (or which may in the future subsist) in the works and Inventions shall on creation, to the fullest extent possible, automatically belong to the employer absolutely.
- 16.3 Without prejudice to clause 16.2, to the extent that any Intellectual Property Rights in the Works do not so belong automatically to the employer:
- 16.3.1 you hereby absolutely, irrevocably and unconditionally grant and assign to the employer (including, without limitation, to the fullest extent possible, by way of present grant of future rights) with full title guarantee, your entire right, title and interest (whether vested, contingent or future) in and to such Intellectual Property Rights to hold the same to the employer, its successors, licensees and assigns absolutely and throughout the world for the full period during which such Intellectual Property Rights subsist (including all renewals, revivals and extensions thereof, whether the right to such renewals, revivals or extensions now exists or is hereafter created); or
- 16.3.2 to the extent that such Intellectual Property Rights are not capable of being granted by way of present grant of future rights, you shall from creation of such Intellectual Property Rights hold them on trust for the employer and agree, immediately upon creation of such Intellectual Property Rights, to offer to the employer in writing a right of first refusal to acquire them on arm's length terms to be agreed between the parties. If the parties cannot agree on such terms within 30 days of the employer receiving the offer, the employer shall refer the dispute to an arbitrator. The arbitrator's decisions shall be final and binding on the parties, and the costs of arbitration shall be borne equally by the parties. You agree that the provisions of this clause 16 shall apply to all Intellectual Property Rights offered to the employer under this clause 16.3.2 until such time as the employer has agreed in writing that you may offer them for sale to a third party.
- 16.4 You hereby irrevocably waive all moral rights under the Copyright, Designs and Patents Act 1988 and all similar rights (including, without limitation, in other jurisdictions) that you have or may have in any existing or future Works.
- 16.5 You agree, at the employer’s expense, to promptly to execute all documents and do all acts as may, in the reasonable opinion of the employer, be necessary to give effect to this clause 16.

17. DISCIPLINARY AND GRIEVANCE RULES AND PROCEDURE

- 17.1 The employer will not tolerate harassment or bullying in any situation.
- 17.2 If you have concerns, either for yourself or for a colleague, you should address them in the first instance to the Company Manager all concerns will be treated with the utmost confidence.
- 17.3 The employer observes the Disciplinary and Grievance Procedures as set out in UK Theatre Association /Bectu Agreement.
- 17.4 These procedures do not form part of your terms and conditions of employment and may be varied at any time.

18. TERMINATION OF EMPLOYMENT

- 18.1 This agreement may be terminated:
 - 18.1.1 in accordance with clause 1.2 above;
 - 18.1.2 the employer giving you not less than two weeks 'notice prior to the termination of the run of the Production; or
 - 18.1.3 by either party giving the other not less than the notice required in the UKT Bectu Agreement dependent on length of service.
- 18.2 All reasonable endeavours will be taken to ensure that any termination of your employment falls on the last working day of relevant week.
- 18.3 Notwithstanding the provisions of Clause 18.1 of this Agreement, the employer may terminate your employment summarily without notice at any time for gross misconduct in circumstances where it is entitled to do so at law, including, without limitation, for one or more of the causes from the following non-exhaustive list:
 - 18.3.1 your substantial or continuing failure to render services in accordance with your assigned duties as set out in clause 3.3 or as may be communicated to you from time to time by the Company Manager;
 - 18.3.2 you commit any serious or persistent breach of any of the terms of this Agreement;
 - 18.3.3 you become of unsound mind or if, while you are a patient within the meaning of the Mental Health Act 1983, an order shall be made in respect of your property under Section 95 of that Act or any statutory modification or re-enactment thereof;
 - 18.3.4 conviction for an indictable offence or for any offence which results in a sentence of imprisonment being passed whether immediate or suspended;
 - 18.3.5 negligence, dishonesty, breach of fiduciary duty or material breach of the terms of this Agreement; or
 - 18.3.6 by your actions or omissions bringing the name or reputation of the employer or any Associated Company into serious disrepute or prejudicing the interests of the employer or any Associated Company.

- 18.4 The employer reserves the right to suspend you from employment with pay for a reasonable period while investigating any alleged disciplinary matter in which you are implicated or involved.
- 18.5 In addition to the employer's right to make deductions to recover monies owed to it in accordance with Clause 8.6, at the termination of this Agreement you will on demand repay or pay to the employer any overpayments of salary, other payments not due to you, the balance of any outstanding loans, advances, expenses, the cost of repairing any damage or loss to employer's property caused by you, or any payments made to you in error.
- 18.6 Where the statutory minimum period of notice of termination to which you are entitled to receive is greater than that specified in this Agreement, the employer shall give you the statutory minimum period of notice.

19. HEALTH AND SAFETY

- 19.1 You are required to comply with the employer's Health and Safety Policy and any Health and Safety Policy of any of the theatres, rehearsal centres, or other sites that employer requires you to work through the course of your employment.
- 19.2 You agree to abide by all regional and/or national laws and/or regulations regulating smoking in the theatre at which you are employed to work (including but not limited to the auditorium, dressing rooms and backstage).

20. HEALTH DECLARATION

- 20.1 Any illness or injury that may affect, or potentially affect, your ability to perform your duties must be declared after signing this Agreement. 20.2 Any information provided pursuant to this clause will be processed in accordance with the employer's Data Protection Policy.

21. LOSS AND DAMAGE

- 21.1 The employer accepts no liability for loss or damage to your property, except where such loss or damage is caused by the negligence of the employer. You are advised to arrange your own insurance for your personal property

22. EMPLOYER'S PROPERTY

- 22.1 All the employer's property, including (but not limited to) costumes, documents, equipment and memoranda as shall be in your possession from time to time will remain the property of the employer. The copyright in all such material shall at all times belong to the employer.
- 22.2 If the employer provides you with or gives you access to property such as computers, mobile phones etc, they must only be used for work for and associated with the employer's business. Any personal use of any such property must be agreed with the employer.

23. DATA PROTECTION

- 23.1 For the purposes of this clause 25, (i) "Data Protection Laws" means the following legislation to the extent that it is in force and applicable, and as amended or superseded from time to time: the General Data Protection Regulation (2016/679) ("GDPR") and the e-Privacy Directive 2002/58/EC (as amended by Directive 2009/136/EC, and as amended and replaced from time to time) and their national

implementing legislation; the Data Protection Act UK 2018 and the Privacy and Electronic Communications Regulations 2003; the Swiss Federal Data Protection Act; the Monaco Data Protection Act; and any implementing derivative or related legislation, rule or regulation of the European Union, an EEA member state or the United Kingdom with respect to the processing of Personal Data and privacy, including where applicable the guidance and codes of practice issued by the UK Information Commissioner or such other regulator with competent authority; and (ii) “Personal Data”, “process”, “processing” and “special categories of personal data” shall have the meaning ascribed to them in the Data Protection Laws.

- 23.2 Employer retains and processes Personal Data in relation to its employees, as more fully set out in the employer’s Data Protection Policy from time to time.
- 23.3 You must, at all times during this employment, act in accordance with the principles of the Data Protection Laws and must comply with the employer’s Data Protection Policy or such other policy relating to data protection as the employer may introduce from time to time to comply with the Data Protection Laws.

24. MISCELLANEOUS PROVISIONS

- 24.1 A person who is not a party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This does not affect any right or remedy of a third party which exists and is available under any separate rules or provisions.
- 24.2 Any notice required or permitted to be given under this Agreement shall be given in writing, delivered personally, or sent by first class post, pre-paid recorded delivery (or air mail if overseas), or by facsimile to the Party to whom such notice is addressed at, in the case of the employer, its registered office, and in your case, your address as set out in this Agreement (or such other address as you may have notified to the employer).
- 24.3 You must inform the Company Manager of any change of address or any other personal circumstances that may be relevant to this Agreement or to the performance of your duties.
- 24.4 The waiver by the employer of any breach of any term of this Agreement shall not prevent the subsequent enforcement of that term and shall not be deemed a waiver of any subsequent breach.
- 24.5 No variation to or amendment of this Agreement or oral promise or commitment related to it shall be valid unless committed to writing and signed by or on behalf of the employer
- 24.6 In the event that any provision of this Agreement shall be held invalid or otherwise unenforceable, the balance of this Agreement shall be deemed severable therefrom and shall remain in full force and effect, and any provision which is held to be invalid or unenforceable as written shall nevertheless remain in full force and effect to the extent allowed by the Courts of England and Wales.
- 24.7 The terms contained and incorporated in this Agreement and such terms contained in the Schedules which are stated to have contractual force embody the entire Agreement between the Parties in relation to your employment and supersede any prior agreement. All other agreements or arrangements, whether written or oral, express or implied, between the Parties relating to your employment shall be deemed to have been cancelled and no longer in effect.

- 24.8 The employer reserves the right to make any reasonable changes to your terms and conditions of employment from time to time. You will be given not less than one month's written notice of any such change or amendment. Any changes or amendments will be deemed to be accepted unless you notify the employer of any objection before the expiry of the notice period.
- 24.9 This Agreement will be governed by and construed in accordance with the law of England and Wales. The employer and you submit to the exclusive jurisdiction of the English Courts in relation to any dispute arising in connection with this Agreement. 25.

25. DEFINITIONS AND INTERPRETATION

25.1 In this Agreement:

“Associated Company” means any company which is from time to time a holding company or parent undertaking of the employer, a subsidiary or subsidiary undertaking of the employer or a subsidiary or subsidiary undertaking of any such holding Company or parent undertaking. The expressions “subsidiary” and “holding company” shall have the meaning ascribed to them by section 1159 of the Companies Act 2006 and “parent undertaking” and “subsidiary undertaking” shall have the meanings ascribed to them by section 1162 of the Companies Act 2006.

25.2 The headings and marginal headings to the clauses are for convenience only and have no legal effect.

25.3 All references to statutory provisions or enactments shall include references to any consolidating legislation involving the provisions, enactments and regulations referred to and any amendment, modification or re-enactment of any such provision or enactment (whether on or before the date of this Agreement), to any previous enactment which has been replaced or amended, and to any regulation or order made under such provision or enactment.

.....

Signed by

For and on behalf of *{insert company name}*

I agree to the above terms and conditions of employment:

.....

{insert employee name}

SCHEDULE ONE

EMPLOYER'S NON CONTRACTUAL POLICIES

EQUAL OPPORTUNITIES

The employer is committed to providing a workplace free of unlawful discrimination on the grounds of sex or sexual orientation, race, colour, national or ethnic origin, religion or belief, marital or civil partnership status, pregnancy or maternity, gender reassignment, age, or disability or owing to the fact that they are a part time worker or a fixed term contract employee or non-employee. The employer does, and requires that you shall, celebrate diversity and promote equal opportunities throughout the Production.

The employer takes steps to ensure compliance with this policy, including conducting reviews of recruitment and salary procedures. Should you feel that you have been discriminated against, you should raise a grievance using the Procedure in the UK THEATRE ASSOCIATION/Bectu Agreement. The employer has a duty to ensure that all complaints are investigated properly and to prevent the victimisation of anyone who raises such a grievance.

ANTI BULLYING AND HARASSMENT

The employer is committed to providing a working environment free from harassment and bullying and ensuring that all staff are treated, and treat others, with dignity and respect.

Harassment is any unwanted physical, verbal or other behaviour that violates dignity or creates an intimidating, hostile, degrading, humiliating or offensive environment. Harassment may be related to age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, sexual orientation, or any personal characteristic of an individual.

Sexual harassment is any action that makes anyone feel uncomfortable by reason of their sex, examples include without limitation: sexual comments about looks (including innuendos and suggestive comments), unwanted physical contact, requests for sexual favours, displays of offensive sexual materials (posters etc.), and speculations and/or questions on someone's private and sexual activities.

Bullying is any offensive, intimidating, malicious or insulting behaviour which, through the abuse or misuse of power, makes the recipient feel vulnerable, upset, humiliated and threatened. Bullying is often a form of harassment. Bullying can also be physical, verbal or other conduct.

If you feel that you are being bullied or harassed, you should not hesitate to speak to either your Line Manager (if appropriate) or a senior member of the team. A team member will be appointed to assist you and to investigate your complaint.

In all cases, in the first instance, you should make it clear to the bully and/or harasser that you object to their behaviour. If you feel uncomfortable with this, you can ask a colleague or senior member of staff to speak to them. You must keep a record of the incident, including date, time, and witnesses. If this approach does not work, you should raise a formal complaint under the Grievance Procedure set out in the UK THEATRE ASSOCIATION/Bectu Agreement.

Anyone found guilty of bullying and/harassment will be dealt with under the Disciplinary Procedure. The employer will take all reasonable steps to ensure that you are not victimised through using this policy, and don't suffer further detriment. Any malicious (unfounded and/or intending to cause personal gain) misuse of this policy may result in the discloser being subject to a Disciplinary Procedure set out in the UK Theatre Association/Bectu Agreement.

COMPASSIONATE, MATERNITY, PATERNITY AND PARENTAL LEAVE

Compassionate, maternity and paternity provisions are in accordance with the UK Theatre Association /Bectu Agreement.

Employees with at least one year's service may be entitled to unpaid parental leave before a child's 18th birthday. The entitlement to parental leave is up to 18 weeks in total for each child, with no more than four weeks per annum per child. There are a number of separate provisions and conditions contained in the regulations on parental leave – if you need further information please contact the Company Manager.

ALCOHOL AND DRUGS

The employer has a strict zero tolerance policy towards to all employees using and/or being under the influence of Alcohol and Drugs whilst working.

If you are found to be working under the influence of alcohol or drugs, or through the consumption of alcohol you are responsible for any inappropriate behaviour, you will be dealt with under the Disciplinary Procedure in the UK Theatre Association /Bectu Agreement.

If you identify as having an alcohol or drug related problem, you are encouraged to speak the Company Manager in confidence. The employer endeavours to provide the advice and information necessary to you where you suffer from such a problem.

SOCIAL MEDIA

You shall not post on any social media or open-forum site any Confidential Information or proprietary information relating to the employer, the Production, or any Associated Companies. You are responsible for all comments that you post on such social media or open-forum sites and any disclosure of Confidential Information or defamatory or offensive comments about the employer, the Production, Associated Companies, or employees, officers, or agents of the same, will be dealt with under the Disciplinary procedure set out in the UK Theatre Association /Bectu Agreement.

Pursuant to clause 14 of the Agreement, you should be mindful of the employer's reputation when posting opinions on social media and open-forum sites. Where you are unsure of whether a post is acceptable you should speak to the Company Manager, and disclose that all opinions are your own, and not those of the employer and/or an Associated Company.

WHISTLEBLOWING

Should you genuinely suspect or have reasonable belief of information that tends to show improper practice (including for example a criminal offence or failure to comply with a legal obligation) by the employer or a fellow employee, which is in the public interest, you have the right raise the concern with your Company Manager. If you feel you cannot tell your Company Manager, you should raise the issue with HR. You will have protection under whistleblowing laws, if you raise your concerns in the correct way.

In the event of such a disclosure you will be invited to a meeting with the Company Manager, where you will be entitled to be accompanied by a workplace companion. If you are unhappy with the outcome of this meeting, you can escalate the issue with the employer. We would expect that in almost all cases raising concerns internally would be the most appropriate action. However, if you feel you cannot raise concerns internally and you reasonably believe the information and any allegations are substantially true, the law recognises that it may be appropriate for you to report your concerns to an external body, such as a regulator. We strongly encourage you to seek appropriate advice before reporting a concern to anyone external.

Any malicious disclosure (unfounded and/or intending to cause personal gain) or any detrimental treatment given to a whistle-blower will be dealt with under the Disciplinary Procedure set out in the UK Theatre Association /Bectu Agreement. This procedure should not be used for complaints relating to your personal circumstances. Such incidents should be dealt with using the Grievance Procedure set out in the UK Theatre Association/Bectu Agreement.