



## **Equity Fringe Agreement for Performers and Stage Management**

### **1. The Agreement**

- a) It has been agreed between Charlotte Bence for Equity, and Mark Sands for Ardent Theatre (referred to as 'The Company' hereafter) that all productions by The Company shall use the following as their minimum terms for the engagement of performers and stage managers (referred to as 'Company Members' hereafter).
- b) This agreement is to commence on 01/04/2019 and subsist until further notice. Either party may terminate this agreement by giving one month's written notice.
- c) It is understood and acknowledged that this agreement is a first step towards developing good employment practices and adoption of an industry standard Equity agreement such as the Equity/UK Theatre Commercial Theatre agreement or the Equity/ITC Ethical Managers' Agreement. The Company shall meet with Equity on a regular basis, at least once a year, to discuss progress towards this goal.
- d) It is understood and acknowledged that the salary provisions of this agreement are intended to apply to productions which receive no significant public funding. Where such funding is granted, salaries for that production should be at industry standard rates, in line with Arts Council and Equity policies.

### **2. Use of this Agreement**

- a) This Agreement will form the basis of each individual Contract of Employment.
- b) If The Company enters into negotiations concerning the transfer or a tour of a production they shall consult Equity and no agreement will be made in advance of this.

### **3. Salaries**

- a) Company Members shall be paid at least £275 per week. All time during which Company Members are required to be present at the venue, rehearsal space or other place of work shall be considered working time.
- b) If at any point the Company Member's actual hourly rate falls below the relevant statutory minimum, The Company will pay a single time hourly rate of the relevant statutory minimum.
- b) Where a profit is made on the production, a bonus payment will be paid to all Company Members, the amount of which shall be agreed with the relevant Equity official.
- c) The Company shall keep an open financial book for the production that the relevant Equity official can inspect on request. Equity may require detailed financial information, including books and accounts, for the purposes of a full audit.
- d) The salary and any other payment shall be paid weekly by a mutually convenient method on a specified day. The manager shall provide pay slips and a final statement of wages and deductions. Cash payments, particularly in the first week, shall not be unreasonably refused in the event of mutually agreed methods of payment not being finalised.

### **4. Hours of Work**

- a) The hours and conditions of work shall be agreed between The Company and the Company Members before the first rehearsal begins.
- b) The working week shall be no more than 40 hours worked over no more than 6 days in a 7 day period.
- c) The Working Time Regulations mean that no more than 48 hours a week, on average, may be worked. This average should be calculated over length of the run of the production.
- d) The maximum working day shall be 10 hours (including meal breaks) and those hours shall fall between 8.00am and 12.00 midnight apart from in exceptional circumstances.
- e) There shall be a one-hour meal break between morning and afternoon working periods and between afternoon and evening working periods.
- f) There shall be a break of 15 minutes within any continuous working period of 3 hours.
- g) Breaks specified in ss. e) and f) are not included in working time.
- h) A minimum period of at least 11 hours shall elapse after the conclusion of each day's work.
- i) There shall be no more than 12 performances of under 50 minutes or 8 performances of over 50 minutes in one week.
- j) There should be no more than 12 workshops per week and no more than 3 on any one day.
- k) There shall be at least one free day for every 6 days worked and there shall not be more than 6 days worked between each free day.

## **5. Overtime**

- a) The overtime rate shall be 1.5 x the hourly rate for all hours worked in excess of the weekly or daily maximum.
- b) Where there is a breach of the Free Day provision or of breaks or of the overnight gap, overtime shall be paid at 2 x the hourly rate
- c) The Company shall provide time sheets for completion by each Company Member on a weekly basis.
- d) Where a weekly salary has been agreed, the hourly rate shall be calculated as 1/40<sup>th</sup> of weekly salary.

## **6. Holidays and Public Holidays**

- a) The Company Member shall be entitled to 7/13<sup>th</sup> of a day's paid holiday for each week worked.
- b) Holiday shall be taken at a date agreed by The Company.
- c) If holiday is not taken during the engagement, the Company Member must receive pay in lieu of holiday at the end of the engagement.
- d) Pay in lieu of holiday shall be at 7/13<sup>th</sup> of actual daily salary (averaged over the period of the engagement) for each week worked.
- e) If a Public Holiday falls on the Company Member's designated Free Day the Manager shall nominate a substitute Free Day within the working week containing the Public Holiday.
- f) No work shall be required on 25<sup>th</sup> December or in Scotland on the 1<sup>st</sup> of January.

## **7. Equal Opportunities**

The Company must have an Equal Opportunities Policy and must adhere to it in practice and monitor it regularly.

## **8. Equity Meetings**

The Company shall contact Equity to arrange an Equity meeting during working hours. All Company Members shall be encouraged to attend this meeting and if not already members should be

encouraged to join Equity. An Equity meeting will be arranged before the first performance, and a full list of Company Members provided to Equity in advance of the meeting.

### **9. Touring Conditions and Travel**

Touring conditions and travel arrangements shall be agreed with Equity in advance of contracts being issued where Company Members are required to stay overnight away from the Company Base.

### **9. Stage Management**

- a) Where 9 or more performers are used there should be at least 2 dedicated Stage Managers.
- b) Where fewer than 9 performers are used there should be at least 1 dedicated Stage Manager.
- c) On some minimal productions (e.g. fewer than 4 performers, minimal set, no lighting rig, extremely simple sound, get-in less than 40 mins. etc) it may be possible to operate without a dedicated Stage Manager.
- d) A company member engaged to undertake stage management duties may be required to appear on stage.

### **10. Costume and Property**

- a) The Company shall provide all costume, hair-pieces, wigs, specialist make-up etc. and shall ensure that they are clean, kept in good repair.
- b) Should the Company Member agree with The Company to use his/her own property for the production, The Company shall negotiate a fee for use of the property before first use, indemnify the Company Member against loss or damage and provide proper insurance cover.

### **11. Health and Safety**

- a) The Company shall provide and maintain safe and healthy conditions of work in accordance with Health and Safety legislation for the time in force.
- b) The Company must have a written Health and Safety Policy which shall be prominently displayed and shall include:
  - 1. Procedure for risk assessment of all productions
  - 2. Provision for training to be given to Company Members where appropriate.
  - 3. The Company shall be responsible for providing all necessary protective clothing and equipment.
  - 4. The Company shall effect and maintain Employer's Liability Insurance for all Company Members during working time.
  - 5. The Company shall ensure that a copy of the fire regulations and drill is prominently displayed and drawn to the Company Members' attention.

### **13. Disciplinary, Dismissal and Grievance Procedures**

Disciplinary, Dismissal and Grievance issues shall be resolved in accordance with the principles of the ACAS Guide to Disciplinary and Grievances at Work, and use the sample policies for small organisations contained therein. Refer to [www.acas.org.uk](http://www.acas.org.uk) for further information.

### **14. Sickness**

- a) Any Company Member who is forced to be absent through sickness shall notify The Company as soon as practicable and advise wherever possible on the likely duration.

b) The Company shall continue to pay the Company Member at his/her full basic weekly salary for at least 2 days of absence per month of the production, thereafter statutory sick pay shall be paid for the remainder of the contract.

c) The Company is entitled to give notice of termination of contract after 1 week of absence.

**15. Absence**

a) The Company may deduct from the Company Member's salary for any part of the working day for which the Company Member is absent for reasons of his/her own neglect or default on a pro rata hourly basis.

b) Any absence without reasonable cause or explanation will be treated as serious misconduct and will entitle The Company to dismiss the Company Member.

**16. General Provisions**

a) The Contract must be completed and signed by the first day of the engagement.

b) There is no pension scheme under this Contract. Company members should refer to The Company for details of the Equity Pension Scheme.

c) Photographs taken of the Company Member during specified photo calls shall only be for the relevant single production and for general publicity for the Company. If photos are used for Company publicity after the completion of the production it should be clearly stated that they are from a previous production and the Company Member's consent must be sought.

d) The programme shall at all times show current Creative Team, Cast and Stage Management.

**17. Copyright of Devised Plays**

A Devised Play is a play for which no working script exists at the beginning of rehearsals. Copyright arrangements for devised plays will be discussed and agreed with Equity prior to contracts being issued.

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*Charlotte Bence*

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For Equity

DocuSigned by:  
*Mark Sands*

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For Ardent Theatre

(The Company)

3/18/2019

Date