

## Fringe Agreement for Designers

This contract is made on \_\_\_\_\_

Between \_\_\_\_\_  
(hereafter called 'the Manager')

and \_\_\_\_\_  
(hereafter called 'the Designer')

of

\_\_\_\_\_  
(The Designer's address)

The Manager hereby engages the services of the Designer to design:

- Set
- Costume
- Lighting
- Other \_\_\_\_\_

For the production of \_\_\_\_\_  
(hereafter called 'the production').

### Fees

The Manager shall pay to the Designer the sum of \_\_\_\_\_, payable in three parts. Each Design Discipline (e.g. set, costume, lighting) shall attract a separate fee and must be listed separately, here:

\_\_\_\_\_

- Part 1 shall be paid on signing the contract;
- Part 2 on delivery of designs or the first day of rehearsals, whichever is the sooner;
- Part 3 on the date of the first performance/press night of the production (*delete as appropriate*).

Alternative payment structures can be mutually agreed between the Designer and the Manager and confirmed here:

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Where the Designer is engaged for non-design work, the work shall be contracted and paid separately.

Any technical, practical or making work required of the Designer will be subject to further payment at the rate of \_\_\_\_\_ per day/half day/week.

Full details of any technical, practical or making work required on the part of the Designer and the additional payment for this work will be agreed at the point of contract.

The Manager shall inform the Designer whether invoices are required for each instalment of their fee and when payment runs will be made.

Should invoices be required, the Designer shall invoice the Manager for each instalment of the fee promptly, ensuring that the Manager is provided with full and accurate details of how to make payment.

The Manager shall provide a template invoice for the Designer should the manager require such a template to be used.

## **Design brief**

The production will be Directed by:

The production takes place at:

The maximum dimensions of the set shall be:

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The creation of a model box shall be subject to separate negotiation between the Manager and the Designer. Model box expenses shall be agreed in advance.

If the Manager approves or requests significant changes to the parameters of the design which necessitate the set model to subsequently change significantly, the parties shall mutually agree any additional material and construction costs to be paid by the Manager. It is understood that the Model remains the property of the designer unless otherwise agreed.

The production budget shall be \_\_\_\_\_, and shall be allocated as follows:

- Sets:
- Costumes:
- Props:
- Lighting:
- Additional labour (makers/assistant designer):
- Model expenses:

This budget shall be allocated to areas of the production in consultation with the Designer.

Sustainability requirements shall be agreed between the Designer and the Manager at the point of contract and any additional resultant workload will be reflected in an increase to the design fee, and design realisation timeline.

## **Staff & Facilities**

The Manager shall inform the Designer at the time of signing this contract the details of Production Staff and facilities available for the realisation of the design.

The Producer is \_\_\_\_\_

The Production Manager is \_\_\_\_\_

Other Production support staff are:

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The Designer will be provided with the name and contact details of the Production Manager before the Designer commences work.

The name and contact details for the Company/ Company Stage Manager will be provided when the CM/CSM is appointed.

## **Schedule**

The Designer will commence work on:

The Designer shall provide final model/drawings by:

The first day of rehearsals shall be:

Rehearsals take place at:

Costume fittings take place at:

The first performance shall be on:

Press Night takes place on:

The final performance takes place on:

## **Alteration of the design**

The Manager shall not alter or cause to be altered the design in any aspect after the opening of the production (except for reasons of safety) without the permission of the Designer. Where a change is required for reasons of safety, the Designer shall be consulted on the nature of that change at the earliest possible opportunity.

## **Copyright**

The Manager acknowledges that all original designs, models, working drawings and plans prepared by the Designer remain the Designer's personal property. The Designer undertakes to make all such items available to the Manager until such time as the Production is abandoned.

The Manager agrees to take all reasonable care of such items whilst in their possession and to insure the same for a sum to be mutually agreed between the Designer and the Manager.

The copyright in the products of the Designer's services under this contract remain vested in the Designer. The Designer licences the copyright to the manager for the purposes of a live theatrical production in front of a live audience only, and for the dates shown in the contract only.

The Manager shall not have the right to assign, lease, sell or use either directly or indirectly any of the Designer's work for any other purpose whatsoever without the prior written consent of the Designer.

Should the Manager wish to use the product of the Designer's services in any way other than for the live theatrical production in front of a live audience in the period covered by the dates specified in this contract then further payment is due to the Designer. Advice on appropriate payment for the further exploitation of the Designer's work can be obtained from Equity.

The Designer agrees that the Manager may make an archive audio or audio-visual recording of the production provided that the Designer is supplied with a copy of this recording for the Designer's own use.

Where the Designer is engaged for a devised play, copyright attribution must be agreed in advance. Guidance on copyright for devised plays is available from Equity.

## **Tours, Transfers & Revivals**

If the Manager wishes to further tour, transfer, revive or extend the production beyond its initial run a further fee shall be payable. This shall be negotiable between the Designer and the Manager.

If the production transfers to a theatre/producer where a standard Equity contract applies, the terms and conditions of that agreement shall prevail.

The Designer has the right of first refusal on any future life of the production.

Subject to the Manager's approval the Designer may appoint an Associate in their place for the revival of their work in a subsequent production if they are unavailable. The Manager will be responsible for contracting the Associate and will ensure that the Designer continues to be credited as Designer.

Should the Designer not wish to take up their right of first refusal the Designer will notify the Manager in writing and no aspects of the Designer's work shall be further utilised by the Manager.

## **Billing, Publicity & Photography**

The Designer shall provide a personal biography for inclusion on production websites and programmes. This shall not be altered by the Manager without prior consultation with the Designer. Final proofs of the biography and headshot will be signed off by the Designer prior to publication.

The Designer shall be credited in all production websites, social media posters, programmes or other publicity material. Should the Manager wish to share photographs of the Designers work on the Manager's social media channels then the Designer shall be named at all times.

All photograph calls and / or recordings which are to be used for advertising and / or publicity and / or press promotion of the Production shall be made by the Manager, in consultation with the Designer.

The Designer shall have the right of approval of production photography to be used for press, publicity and promotional purposes.

# EQUITY

It is understood and agreed that subject to the prior approval of the Manager the products of such photograph calls and / or recordings may be used by the Designer solely for the purpose of inclusion in the Designer's portfolio without charge (unless a cost is incurred for providing such products) and subject to the Manager and the Production being credited.

The Designer shall have the right to withdraw their name from a production if the Manager makes substantial changes without the Designer's consent (other than for safety reasons) or if the Manager requires substantial changes that the Designer is not willing to implement.

Upon receipt of written notification from the Designer that they withdraw their name from the production, the Manager shall forthwith cause the Designer's name to be removed from all websites and social media postings, from posters in or on the exterior of the theatre, and from other printed matter as soon as it is re-printed. The Manager shall also ensure that all existing programmes are slipped to show the alteration, pending the next reprint which shall be expedited.

The withdrawal of the Designer's name in no way prejudices the Designer's financial contractual rights. The Designer shall be paid up to and including the next 1/3 of their fee due to them as of the date written withdrawal notice was provided to the Manager.

## **Expenses**

If the Designer's home address is between 15-25 miles from the venue in which the Manager requires the Designer to work, then the manager shall pay all travel expenses.

If the Manager requires the Designer to work when public transport is unavailable then the Manager shall meet all travel costs, irrespective of the distance between the work location and the Designer's home address.

When the Designer lives more than 25 miles away from the workplace and is incurring costs in living away from home, the Designer shall be entitled to subsistence and/or touring allowances in line with Equity/ITC provisions.

All other expenses required of the Designer in the course of the contract will be agreed with The Manager in advance prior to reimbursement.

## **Rescheduling and failure to produce**

If the Manager, for whatever reason, changes the dates of the production and because of that change the Designer is unable to fulfil the contract, or if the Manager abandons the production before the first performance, the Designer shall receive payment up to and including the next 1/3 payment due, and any expenses incurred up to that date.

Should the production be rescheduled, a new contract and new fee for the work required shall be agreed.

## **Illness**

Should the Designer fall ill and be unable to complete this contract they will be paid up to and including the next 1/3 payment due and will be reimbursed for any expenses incurred up to that point.

## **Health & Safety**

The Manager shall provide and maintain safe and healthy conditions of work in accordance with Health & Safety legislation in force. Responsibility for Health & Safety on the production shall be vested in the Manager.

The Manager must have a written Health & Safety policy that shall be prominently displayed in the workplace.

The Manager - or an appropriate member of production staff - shall consult the Designer in compiling the risk assessment for the production and will provide the Designer with a copy of the completed risk assessment for the production on request.

The Designer is not responsible for compiling the production risk assessment.

The Designer must have regard for the Health & Safety of individuals working on the production and shall bring any Health & Safety concern to the Manager's attention at the earliest opportunity.

The Manager shall affect and maintain Employer's Liability Insurance for the Designer during working time and a copy of the policy shall be made available to the Designer on request.



The Manager shall ensure that a copy of the fire regulations and fire drill for each venue the Designer is required to work in are prominently displayed and drawn to the Designer's attention.

## **Company Policies & Procedures**

The Manager shall ensure that the Designer is provided with copies of the company's policies and procedures including, but not limited to: anti-bullying & harassment, equality, diversity & inclusion, sustainability. Where the Designer has responsibilities under these policies the Manager will specify these responsibilities to the Designer at the point the contract is signed.

## **Prosecution of Production**

If a complaint is made that the production is in violation of any law or statutory requirements, or if a claim or charge (either civil or criminal) is made against the Designer acting in accordance with the Designer's contract, the Manager shall defend the Designer at the Manager's expense and shall immediately indemnify the Designer against any loss or damage.

Should the Manager warn the Designer in writing that their treatment of the production is likely to occasion complaint, claim or charge and should the Designer ignore such warning, the protection under this clause shall be forfeit.

The Designer shall cooperate in every reasonable way to assist the Manager to defend any action against the Designer or against the production for which the Designer has been engaged.

Signed as agreed:

\_\_\_\_\_ The Designer, Date:

\_\_\_\_\_ The Manager, Date: