

Equity Fringe Agreement

Template Agreement 2023

THIS AGREEMENT CAN ONLY BE USED WITH PERMISSION FROM EQUITY

1. THE AGREEMENT

a) It has been agreed between

for Equity, and

[personal name]

for

[company name]

(referred to as 'The Company' hereafter) that the following minimum terms for the employment of performers and stage managers will apply to the production

b) It is understood and acknowledged that this agreement is a first step towards developing good employment practices and adoption of an Equity House Agreement or an industry standard Equity agreement such as the Equity/UK Theatre Commercial Theatre agreement, the Equity/ ITC Ethical Managers'. The Company shall meet with Equity on a regular basis, at least once a year, to discuss progress towards this goal.

c) It is understood and acknowledged that the salary provisions for productions with significant public funding must be at industry standard rates, in line with appropriate Arts Council/Creative Scotland and Equity policies, which Equity recommend at a minimum of [ITC Rates of Pay](#).

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 a minimum of **£ per hour/week** of work, including but not limited to rehearsals and performances. 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 times.

b) The Company shall keep an open financial book for the production that any member of the company or relevant Equity official can inspect on request. Equity may require detailed financial information, including books and accounts, for the purposes of a full audit.

c) The salary and any other payment shall be paid weekly by a mutually convenient method on a specified day. The company shall issue payslips on or before each payment date. Cash payments, particularly in the first week, shall not be unreasonably refused in the event of mutually agreed methods of payment not being finalised.

d) Under no circumstances shall salary under this agreement fall below the hourly rate of the [National Living Wage](#) in force at the time of the engagement.

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 during rehearsals shall be no more than 35 hours worked over no more than 5 days in a 7-day period.
- c) The working week during performances shall be no more than 35 hours worked over no more than 6 days in a 7-day period.
- d) Each production can have one designated production week of no more than 43 hours worked over no more than 6 days in a 7-day period.
- e) The Working Time Regulations mean that no more than 48 hours a week, on average, may be worked. This average should be calculated over 17 weeks or the full length of the engagement.
- f) 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.
- g) There shall be a one-hour meal break between morning and afternoon working periods and between afternoon and evening working periods.
- h) There shall be a break of 15 minutes within any continuous working period of 3 hours.
- i) Breaks specified in ss. f) and g) are not included in working time.
- j) A minimum period of at least 11 hours shall elapse after the conclusion of each day's work.
- k) There shall be no more than 12 performances of under 50 minutes or 8 performances of over 50 minutes in one week.
- l) There should be no more than 12 workshops per week and no more than 3 on any one day.
- m) 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.
- n) All working sessions must be a minimum of 3 hours.

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, or breach of breaks.
- b) Where there is a breach of the Free Day provision 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 what is explicitly set out in this agreement or calculated as 1/35th of weekly salary during the rehearsal period and 1/40th of weekly salary during the performance period.

Example 1: During rehearsals, if company member rehearses on a sixth working day in the week, overtime due will be at 2 x the hourly rate for all hours worked that day.

Example 2: During performances, if company member performs on a seventh working day in the week, having worked previous six days, overtime due will be at 2 x the hourly rate for all hours worked that day.

Example 3: If less than 11 hours pass from end of working day to start of next day, overtime due will be at 2 x the hourly rate for all hours worked that day.

6. HOLIDAYS & PUBLIC HOLIDAYS

- a) The Company Member shall be entitled to 7/13th of a day's paid holiday for each week engaged for.
- 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 7/13th of actual daily salary (averaged over the period of the engagement) for each week worked.
- e) No work shall be required on 25th December or in Scotland on the 1st of January.

7. EQUAL OPPORTUNITIES & DIGNITY AT WORK

The Company must have an Equal Opportunities and Dignity at Work Policy and must adhere to them in practice and monitor them regularly.

8. ENVIRONMENTAL SUSTAINABILITY

The Company must have an Environmental Sustainability Policy and must adhere to it in practice and monitor it regularly.

9. 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.

10. TOURING CONDITIONS & 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.

11. 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.
- e) There is no provision for buy-outs in this agreement.

12. 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.

13. 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.
- c) Risk assessments will be carried out in advance of the rehearsal period and will be shared with Equity on request.

14. DISCIPLINARY, DISMISSAL & 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 for further information.

15. 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 the equivalent of statutory sick pay shall be paid for the remainder of the contract.
- c) The Company are entitled to give notice of termination of contract for sickness absence:
 - For engagements lasting under 1 calendar month: 3 days sickness absence
 - For engagements lasting between 1 calendar month and under 2 months: 5 days sickness absence
 - For engagements lasting between 2 months and under 3 months: 7 days sickness absence
 - For engagements lasting between 3 months or more: 9 days sickness absence

16. 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.

17. RECORDINGS AND PHOTOGRAPHS

- a) The Company Member agrees that The Company may:
 - 1) Photograph their performance during rehearsals, performances or photo calls, without additional pay. Such photos may only be used for publicity for the relevant production or for general publicity for The Company. Where the Company Members' image is used by The Company for the primary purposes of promoting the Company, The Company Member shall be credited by The Company. Photos depicting the Company Member nude/semi-nude and/or sex should only be used for direct publicity for the production and only with the written consent of the Company Member.
 - 2) Record their performance/rehearsals without additional pay in the following circumstances:
 - i) for playback during rehearsals or similar private purposes.
 - ii) for The Company's archives (if The Company has the consent of all company members involved)
 - iii) in order to make a DVD, CD, Video (or other electronic/digital format) of no more than ten minutes finished length for publicity purposes (including use on company website). This should not be broadcast on TV, video, cable or satellite television, national or local radio (or any other medium existing now or in the future), or be used as an educational resource, without the prior consent of Company Members involved.
- b) The Company will not make or agree to the making of mechanical or electronic recordings of the Production, live streaming or other mechanical or similar reproduction of the performance for commercial use without the consent of the performers and with prior negotiation of rates of pay with Equity, who can advise on industry standard rates for these uses.

18. CREDITS

- a) The Company shall credit the Company Member at each show in a medium which is at no cost to the audience (cast sheet, projection, board, social media, website, etc.), make best endeavours to ensure that this is current to the show seen, and advertise where to find this information.
- b) The programme shall at all times show current Creative Team, Cast and Stage Management.

19. GENERAL PROVISIONS

- a) The Contract must be completed and signed by the first day of the engagement.
- b) Unless otherwise stated, the Company have chosen to postpone pension scheme auto-enrolment for 3 calendar months commencing from the first day of the engagement, and this condition serves as official notice of postponement.

20. 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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