

Fringe Agreement for Directors

This contract is made on _____

Between _____
(hereafter called 'the Manager')

and

(hereafter called 'the Director')

of _____
(insert Director's address)

The Manager hereby engages the services of the Director to direct the production of:

Fees

The Manager shall pay to the Director the sum of _____, payable in three parts.

- Part 1 shall be paid on signing the contract
- Part 2 on the first day of rehearsals
- 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 Director and the Manager and confirmed here:

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

Should invoices be required, the Director shall invoice the Manager for each installment 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 Director should the Manager require such a template to be used.

Casting, Creative & Production Teams

The Director has the responsibility:

Two of these alternatives must be deleted

- 1) To cast the production with/without the support of a casting director and to appoint the Creative and Production Teams.
- 2) To direct the production as it is cast and utilise the Creative and Production Teams appointed by the Manager.
- 3) To direct the production as cast, and with the Creative and Production Team chosen jointly as specified here:

Production Schedule

Where the director has responsibility for casting the production, the Director and The Manager will agree audition dates.

Cast auditions will take place on:

Rehearsals will begin on:

Rehearsals will take place at:

Tech period begins on:

The first public performance takes place on:

Press night takes place on:

The run ends on:

A schedule regarding the details of the production budget/timetable will be provided to the Director at least four weeks prior to the first day of rehearsals.

Legible scripts for the production shall be provided to the Director at the point the contract is signed and shall remain the property of the Manager unless otherwise agreed.

Where the work is new writing, any minor changes that arise in the rehearsal process will be discussed with the writer by the Director or Director's representative. The Director will not make or cause to make major changes to the script unless a separate contract is agreed for the Director acting additionally as Dramaturg. Dramaturgical work shall attract an additional fee.

Staff and facilities

It is understood that the Manager is solely responsible for the issuing of contracts to other members of the Creative Team, Production staff, Stage Management Team, Cast or any other worker on the production.

The Manager shall inform the Director at the time of signing the contract of the details of all personnel currently engaged, the number of cast, budget and available facilities for the realisation of the production.

It is understood that the Director is not a Production Manager and is not responsible for Production Manager duties.

Copyright

The copyright in the products of the Director's services under this contract remain vested in the Director. The Director licenses 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 Director's work for any other purpose whatsoever without the prior written consent of the Director.

All further usage will be subject to an additional payment to be agreed between the Director and the Manager.

Should the Manager wish to use the product of the Director'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 Director. Advice on appropriate payment for the further exploitation of the Director's work can be obtained from Equity.

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

Copyright of Devised Plays

Where the Director 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 Director 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 Director has the right of first refusal on any future life of the production.

Subject to the Manager's approval the Director 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 Director continues to be credited as Director.

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

Billing, Publicity & Photography

The Director 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 Director. Final proofs of the biography and headshot will be signed off by the Director prior to publication.

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

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

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 Director solely for the purpose of inclusion in the Director's portfolio without charge (unless a cost is incurred for providing such products) and subject to the Manager and the Production being credited.

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

Upon receipt of written notification from the Director that they withdraw their name from the production, the Manager shall forthwith cause the Director's name to be removed from production websites and social media, 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 Director's name in no way prejudices the Director's financial contractual rights. The Director 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 Director's home address is between 15-25 miles from the venue in which the Manager requires the Director to work then the manager shall pay all travel expenses.

If the Manager requires the Director 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 Director's home address.

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

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

Rescheduling & Failure to Produce

If the Manager, for whatever reason, changes the dates of the production and because of that change the Director is unable to fulfill the contract, or if the Manager abandons the production before the first performance, the Director 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 Director 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 and Safety policy that shall be prominently displayed in the workplace.

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

The Director is not responsible for compiling the risk assessment.

The Director 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 Director during working time and a copy of the policy shall be made available to the Director on request.

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

Where the Director has specific responsibilities for any Health & Safety aspect of the production the Manager shall discuss and agree these with the Director at the point of contract, and shall ensure that appropriate, paid training is provided to enable these responsibilities to be fulfilled.

If there are any choreographic sequences and/or fight sequences in a production, these shall be supervised by a qualified Choreographer and/or Fight Director separately contracted by the Manager.

Company policies and procedures

The Manager shall ensure that the Director 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 Director has responsibilities under these policies the manager will specify these responsibilities to the Director 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 Director acting in accordance with the Director's contract, the Manager shall defend the Director at the Manager's expense and shall immediately indemnify the Director against any loss or damage.

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

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

Signed as agreed:

_____ The Director, Date:

_____ The Manager, Date: