

Performance Designer - Standard Contract – 15 April 2009

1. Contract

This contract is made on (date)

Between(hereinafter called 'the Designer')

of.....

.....

and(hereinafter called 'the Producer')

of.....

.....(hereinafter called 'the Designers Address')

The Designer hereby agrees to design the following:..... (hereinafter called “the Design”) for the production of

.....(hereinafter called 'the Production').

2. Payments

- i. The Designer shall invoice the Producer a fee of payable in three equal parts:

Part 1 on signing this contract or (insert as applicable)

Part 2 on delivery of designs or (insert as applicable)

Part 3 on the date of the first performance.

- ii. The above fee is agreed to be full payment for the following:
 - a. The Design of the Production.
 - b. The Designer’s attendance, as agreed, during the implementation of the design
 - c. The First Use of the Design up to and including.....(date), or the final performance as specified below. – see copyright (Annex B).
- iii. The above fee does/does not (delete as applicable) include payment for any technical, practical or making work.
- iv. If technical, practical or making work is not included in 2 iii, but is required by the Producer, this will be subject to further payment to be invoiced by the designer at the rate ofper day/week.

3. Schedule and Design brief (Annex A) 4-12. Conditions (Annex B)

The Designer and the Producer confirm that the Schedule, Design brief and Conditions have been agreed as indicated in Annex A and Annex B

Signed as agreed

Producer Designer

Date Date

Producers tax ref. Designers tax ref.....

Designers VAT No. (if applicable).....

Annex A:

3. Schedule and Design brief – (fill in as appropriate)

The Production will be directed by.....

The first performance of the Production will be on.....(date)

The final performance of the Production will be on(date)

At (name or type of venue)

The maximum dimensions of the set shall be.....

The Production Budget shall be

The Production Budget will cover the cost of (delete as applicable):

materials for sets, costumes, props, lighting, additional labour, other:

.....(add as applicable)

This budget shall be allocated to areas of the Production, in consultation with the designer, by

.....

Other specific requirements

.....

Staff and facilities

The Producer informs the Designer at the time of agreeing this contract of the following:

Details of production staff

.....

Facilities available for the realisation of the Design.....

.....

Significant constraints and restrictions. e.g. internal dimensions of touring vehicles if the

Production is to tour

.....

The Designer informs the Producer of any technical/ practical work the Designer is willing to

undertake:.....

Design Schedule:

The Designer shall provide initial design concepts by

The Designer shall provide final models/drawings by

The Designer shall be in attendance at the venue or company base on the following days

unless otherwise mutually agreed.....

.....

.....

Annex B:

4. Copyright

The designer asserts his/her copyright under the Copyright, Designs and Patents Act 1988.

The copyright in the product of the designers services under this contract remain vested in the designer. The designer licences the copyright to the producer for the purposes of live theatrical production only and for the above initial run only. The producer shall not have the right to assign lease, sell licence or use either directly or indirectly any designs created by the designer for any purpose whatsoever without prior written consent of the designer and agreed further payment.

5. Alteration of Design

The Producer 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.

6. Tours/transfers/revivals

If the Producer wishes to further tour, transfer, revive or extend the Production beyond its initial run a further fee shall be agreed. This shall be negotiable but shall not be less than a minimum of 25% of the original design fee. In addition a weekly fee shall be payable as a licence to use the Design on a weekly basis for the period concerned. If the Production transfers to an area where there is a standard Equity agreement the terms and conditions of that agreement, including minimum fees, shall prevail but shall not worsen any terms in this contract.)

7. Billing

The Designer shall be credited in all posters, programmes or other publicity material where the Director or cast is credited.

8. Expenses

The Producer shall pay the Designer all reasonable and authorised expenses incurred in completing this contract.

For this purpose, expenses will be authorised by:

.....(insert Producer's representative authorised to agree expenses)

Expenses may include model materials or model making services but in all cases, unless specifically agreed otherwise, all models, paperwork, drawings or digital drawings or other materials produced as part of the process of Design remain the property of the Designer.

9. Rescheduling/ failure to produce

If the Producer for whatever reason changes the agreed dates of the Production and because of that change the Designer is unable to fulfil the contract, or if the Producer abandons the Production before the first performance, the Designer shall receive payment up to and including the next one third payment due and any expenses incurred to that date.

10. Illness

Should the Designer fall ill and be unable to complete the contract, the Designer will be paid up to and including the next payment together with any expenses incurred up to that point.

11. Health and Safety

The Designer shall work with the producer to ensure good Health and Safety practice on the production. The Designer shall provide a copy of the Designer's personal Health and Safety policy. The Designer shall not carry out work outside the provisions of that policy.

12. Disputes and arbitration

Any dispute arising out of this contact that cannot be resolved by the parties themselves shall be referred to a joint meeting between representatives of British Actors Equity association (for the Designer) and the Producer or their representatives. Such meeting shall take place within two weeks of the matter being referred to ether Equity or the Producer. Failing settlement the dispute shall be referred to a form of arbitration jointly agreed, the decision of which shall be binding on both parties.