



**Independent Theatre Council**



**Writers' Guild of Great Britain**

**Agreement covering**

# **Theatre Writers' Terms and Conditions**

**Comprising:  
COLLECTIVE AGREEMENT  
MINIMUM TERMS AND CONDITIONS  
FORM OF ENGAGEMENT**

**Agreed on  
19 September 2002**

**Signed on  
22 November 2002**

**Rates Updated  
1 April 2003**

**Independent Theatre Council  
Writers' Guild of Great Britain**

**Theatre Writers' Terms and Conditions**

<b>Index</b>	<b>Page number</b>
<b>I COLLECTIVE AGREEMENT</b>	
1..... Preamble	2
2..... Scope of agreement	2
3. .... Definitions	2/3
4..... Duration of agreement	4
5..... Contracts	4
6. .... Agreement for Treatment Fee	4
7. .... Second or Further Productions	4
8..... ITC Approved Managers	4
9..... Financial provisions	5
10..... Disputes	5
<b>II MINIMUM TERMS AND CONDITIONS</b>	6-14
<b>III FORM OF ENGAGEMENT</b>	15-20
Appendix A: .... <b>Agreement for Treatment Fee</b>	21
Appendix B: ..... <b>ITC Members with Approved Manager Status</b>	22

**Notes:**

The following related documents are separately available from ITC and the Guild:-

- a) **Code of Practice for development of Plays prior to commission**
- b) **Quick Reference Guide to Minimum Terms and Conditions**  
(a guide only and not a substitute for the full document)

**ITC/GUILD WRITER'S CONTRACT 1998  
AS REVISED 2002**

**I COLLECTIVE AGREEMENT**

**1. Preamble**

This is an agreement between the Writers' Guild of Great Britain ("Guild") and the Independent Theatre Council ("ITC").

**2. Scope of agreement**

2.1 This agreement incorporates the minimum terms and conditions negotiated and agreed by the ITC and the Guild in 1998, as revised in 2002, and supersedes all previous agreements.

2.2 This Agreement must be used by ITC Approved Managers in the commissioning of:

- i A new play by a single Writer, or
- ii An existing unperformed play (which may be commissioned or non-commissioned) by a single Writer, or
- iii A designated Writer where the Company is working through a devising process.

2.3 Use by Non-Approved Managers

The Guild and the ITC encourage ITC Non-Approved Managers to use the minimum terms agreement where possible and to seek guidance from the Guild and the ITC on any variations.

**3. Definitions**

**3.1 Writer:** The author of a work as defined by Section 154 of the Copyright Designs and Patents Act 1988. This shall include a freelance commissioned Writer, or a freelance non-commissioned Writer presenting an existing unperformed script to the Manager, a translator, adaptor, co-writer, writer of a Play created wholly or partly by improvisation or devising, lyricist, writer of a book or a musical, librettist; or any combination of these.

In the case of co-writers, these should seek advice from ITC and the Guild as 2.2. above refers only to plays by single writers.

**3.2 Play:** The script of a previously unperformed play (whether expressed in words or in musical or other notation) together with any stage or other directions for its performance, including any changes to the script made in accordance with Clause B2v of the Minimum Terms and Conditions.

The following all come within the definition of a Play:

- 3.2.1
- i Commissioned Play: A Play which a Manager has requested should be written (or devised) and which may refer to the commission of an existing unperformed Play
  - ii Non-Commissioned Play: An existing unperformed Play which is not commissioned by the Manager.
  - iii Musical: A Play to which music is an accompaniment but not a mere incidental.

3.2.2 A Play can be any of the following:-

- Full length Play:
  - A Play timed to run during an ordinary performance for more than 70 minutes (excluding intervals).
- Short Play:

- Either a Play timed to run during an ordinary performance for more than 30 minutes but not less than 70 minutes (excluding intervals).
- Or a Play of under 30 minutes duration

3.3 **Manager:** The ITC Approved Manager with whom the contract is made. In the case of co-productions between ITC Approved Managers the term Manager covers both ITC Approved Managers. Where applicable the term Manager will also include the Manager's successor in title.

3.4 **Performance:** A presentation of the Play before a paying audience including previews and open rehearsals before a paying audience, or where the Manager has been paid to present the Play to an audience (e.g. schools and youth clubs).

3.5 **Treatment:** An outline or synopsis of the Play. (ref Appendix A)

3.6 **West End of London:** The following West End of London theatres:- Adelphi, Albery, Aldwych, Apollo, Apollo Victoria, Cambridge, Coliseum, Comedy, Covent Garden, Criterion, Dominion, Donmar Warehouse, Drury Lane, Duchess, Duke of York's, Fortune, Garrick, Gielgud, Haymarket, Her Majesty's, Lyric, Mayfair, New Ambassadors, New London, Old Vic, Palace, Palladium, Peacock, Phoenix, Piccadilly, Playhouse, Prince Edward, Prince of Wales, Queens, Sadlers Wells, St. Martin's, Savoy, Shaftesbury, Strand, Vaudeville, Victoria Palace, Whitehall and Wyndhams.

#### 4. **Duration of agreement**

4.1 This agreement took effect on 1 November 2001 and shall remain in force until 31 October 2003, after which it shall remain in force unless and until amended or terminated in accordance with 4.2 or 4.3 below.

4.2 This agreement may be amended by mutual agreement at any time after 31 October 2003.

4.3 This agreement may be terminated by either party giving six months' notice in writing, such notice not to be given before 31 October 2003.

#### 5. **Contracts**

5.1 All contracts under the terms of this agreement must be made using the standard Form of Engagement (attached – Section III – pages 16-21).

5.2 Any variations in any contract under the terms of this agreement must be cleared by the Manager with the ITC and with the Guild before signing.

5.3 For exceptionally short plays, guidance should be sought from ITC and the Guild

#### 6. **Agreement for Treatment Fee**

When a Manager commissions a treatment for a possible stage play it shall do so using the standard contract letter agreed between the ITC and the Guild (Appendix A)

#### 7. **Second or Further Productions**

7.1 This agreement shall also cover Second (and Further) Productions. This means productions of the Play, after the premiere production, by a company other than the commissioning company.

7.2 A minimum royalty of £39.20 per performance, or 8% of total box office, whichever is the greater, shall be paid to the Writer by the company producing the Second (or Further) production of the Play.

## 8. List of ITC Approved Managers

A list of ITC members who had Approved Manager Status as at 30 September 2002 is included in this agreement as Appendix B. The ITC will update and reissue this list on or before 30 September each year.

## 9. Financial provisions

9.1 “**Financial provisions**” shall mean provisions related to finance in the following clauses of the ITC Minimum Terms and Conditions :

<b>Clause Number</b>	<b>Subject</b>
Collective 7.2	Minimum royalty
A1	Fees
A3	Manager’s net income threshold
A4c	Expenses – meals
A5	Management participation threshold
B2vii + xi	Attendance rate
C4b	Options

Original financial provisions were applicable on 1 April 1998.

9.2 With effect from 1 April 1999, 1 April 2000, 1 April 2001 and 1 April 2002, the minimum fees were increased in line with the RPI.

9.3 Figures set out in Section II Minimum Terms and Conditions are the current rates applicable with effect 1/4/2002, but with the 1998 original rates in square brackets for reference purposes.

9.4 With effect from 1 April 2003 and on each 1 April thereafter, the minimum fees and all financial terms will be increased in line with the RPI unless otherwise negotiated.

9.5 Annual increases in financial provisions in accordance with 9.2 and 9.4 above shall apply in respect of contracts entered into on and after such date(s) and contracts then subsisting (but only for prospective as distinct from retrospective application).

## 10. Disputes

10.1 Any dispute about the operation of this agreement, or arising out of a proposal to vary the agreement and/or appendices, shall be referred to a joint committee of three representatives of the ITC and three representatives of the Guild, who shall meet within 14 days to attempt to resolve the matter. In the event that no agreement is reached any party may refer the matter to ACAS for mediation.

**ITC/GUILD WRITER'S CONTRACT 1998  
AS REVISED 2002**

**II MINIMUM TERMS AND CONDITIONS**

**USE OF THE CONTRACT**

This contract must be used by ITC Approved Managers in the Commissioning of:

- i A new play by a single Writer or
- ii An existing unperformed play (which may be commissioned or non-commissioned) by a single Writer or
- iii A designated Writer where the Company is working through a devising process.

Where the Company is working through a devising process without a designated writer or engaging more than one Writer advice should be sought from ITC and the Guild.

These minimum terms and conditions may be enhanced or varied to accommodate either party's working practices. Written agreement to variations must be obtained from the Guild and ITC before contracts are signed.

**INDEX**

- A. FINANCIAL CONDITIONS
- B. PROCESS AND COMMUNICATION
- C. COPYRIGHT AND RIGHTS ISSUES
- D. CREDITS
- E. RECORDING AND BROADCASTING
- F. VAT
- G. AGENTS
- H. EQUAL OPPORTUNITIES / INTEGRATED CASTING
- I. DISPUTES
- J. JURISDICTION

**A. FINANCIAL CONDITIONS**

**A1. FEE**

For the year from 1 April 2003 the fee shall be not less than:

- £5,817 for a play over 70 minutes
- £3,878 for a play between 30 and 70 minutes
- £1,939 for a play under 30 minutes

On 1 April each year the minimum fee and all financial terms will increase by the RPI unless otherwise negotiated between ITC and the Guild.

**A2. PAYMENT SCHEDULE**

A2a. Commissioned Plays (which may include the commission of an existing unperformed script)

- i 10% of the agreed fee on formal commission of a treatment. (optional stage).

- ii 40% (50% if stage (i) by-passed) of the agreed fee on decision to proceed with commission and signing the contract.
- iii 25% of the agreed fee on delivery of the first full draft of the script
- iv 15% of the agreed fee on decision to produce.
- v Final 10% of the agreed fee on the first full performance (i.e. first performance in front of a paying audience). Interest of 10% will accrue on this payment if it is still outstanding 3 months after the decision to produce.

**A2b. Non-commissioned Plays (existing unperformed script).**

- i 70% of the agreed fee on signing the contract.
- ii 10% of the agreed fee on delivery of rewrites.
- iii 10% of the agreed fee on acceptance of rewrites. (If rewrites are not required the additional 20% under b) ii & b) iii above shall be payable on signing the contract).
- iv Final 10% of the agreed fee on the first full performance. Interest of 10% will accrue on this payment if it is still outstanding 3 months after the decision to produce.

**A3. ROYALTIES**

In addition to the above agreed fee, the Manager shall pay the Writer royalties at the rate of 8% of net box office receipts (as defined below) received by the Manager. This will be over and above the first £39,190.20 of net income (i.e. Manager's share of net box office receipts and any other income actually received by the Manager in connection with any performances of the Play including, but not limited to, programme sales).

For the purposes of this clause (and clause C4d) 'net box office receipts' shall be defined as either:-

(a) the actual gross box office receipts from the sale or admission of each public performance of the Play to the paying public less only library and credit card discounts, commission or party bookings and VAT;

or

(b) any sum guaranteed to the Manager in lieu of a share of the net box office receipts; whichever of (a) or (b) is the greater.

**A4 EXPENSES**

**A4a Travel**

The Manager will reimburse the Writer for actual travel costs incurred (excluding first-class and peak fares unless agreed by the Manager) on production of a valid receipt. (Air fares will be paid subject to advance agreement of the Manager)

**A4b Accommodation**

Where an overnight stay is required the Manager will provide reasonable accommodation for the Writer or (subject to advance agreement of cost) reimburse the actual cost of accommodation on production of a valid receipt.

**A4c Meals**

Where an overnight stay is required the Manager will provide a reasonable meal or reimburse the Writer the actual cost of meals on production of a valid receipt and subject (unless otherwise agreed in advance) to a maximum of £11.20 per day.

**A4d** Expenses may be claimed by the Writer for any of the following attendances agreed between the Manager and the Writer subject to the Writer's availability and reasonable notice:

- Attendance at casting sessions, script development and assessment meetings
- Attendance at the first full performance.
- Working attendance at rehearsals.
- Publicity interviews and pre/post show discussions or talks.
- Working with actors in the course of writing.
- Follow up workshops after first performance.
- Any other attendance agreed between the Manager and the Writer.

**A5 MANAGEMENT PARTICIPATION**

The Writer shall account for his/her net income (i.e. net of agent's commission and VAT) from any further use of the Play (excluding foreign language exploitation) for a period of five years following the first full performance (as defined in A2av) and pay the Manager 8% of such income over and above the first £22,394.40. Such accounting shall be made annually and submitted within six months after each anniversary of the first full performance.

**B. PROCESS AND COMMUNICATION**

**B1. Pre-commission process**

Prior to commissioning there will be a briefing meeting between the Writer and the -Manager leading to an agreed brief which will form part of the Contract. The Brief will be attached as a schedule to this contract. If there is to be any extra or special writer-initiated research, this will be specified in the Brief together with any agreed expenses.

**B2. Commissioning process**

**B2i** On commissioning the Writer and the Manager shall agree:

- a a delivery date for the treatment (if required)
- b a delivery date for the first full draft
- c a basic schedule of script development meetings
- d any working with actors in the course of writing
- e any dramaturgical input.

The 'Production Schedule' shall be in writing and incorporated into the form of engagement which is attached to this contract.

**B2ii** The Writer shall deliver the first draft by the mutually agreed date. This date may be altered only by written mutual agreement between the Writer and the Manager.

**B2iii** From the date of delivery of the first full draft the Manager shall have 6 weeks in which to discuss the Play with the Writer. Then:

- a If the Manager does not require rewrites then by the end of a further 3 weeks the Manager will inform the Writer in writing of the decision whether or not to produce.
- b If the Manager requires rewrites a time-scale for such rewrites will be agreed, subject to a maximum six-week period for such rewrites. Following delivery of the rewrites, the Manager shall have a further 3 weeks in which to decide whether to produce the play and shall inform the Writer of the decision in writing.

c Where there is an existing unperformed script the Writer and Manager will agree a time-scale for any rewrites required subject to a maximum six-week period for such rewrites. Following delivery of any rewrites, the Manager shall have a further three weeks in which to decide whether to produce the Play and shall inform the Writer of the decision in writing.

**B2iv Scripts**

The Writer shall provide one fair typed copy of the Play inclusive of pre-rehearsal rewrites on the first day of rehearsal. The Manager may make as many copies as necessary and these shall remain the property of the Manager. The Manager shall provide the Writer with one copy of such rehearsal script and one copy of the final script (as used on the first full performance).

**B2v Alterations**

The Manager shall not alter the text or title of the Play, nor permit others so to alter the Play without the Writer's written permission. Any alterations agreed by the Writer shall belong to the Writer absolutely and no payment shall be due to any person making the alterations without a prior collaboration agreement.

**B2vi Casting**

The Manager shall consult and mutually agree with the Writer on the choice of director, designer and actors provided that:

- a The Writer shall have due regard to the Manager's artistic and financial resources.
- b Neither party shall unreasonably withhold or delay such agreement.
- c The Manager and Writer shall follow the ITC policy on Integrated Casting.

**B2vii Rehearsals**

- a The Writer shall have the right to attend rehearsals and shall at all times pay due consideration to the Manager's authority at rehearsal.
- b The Manager shall give three months notice of the rehearsal period.
- c The Manager may require the Writer's working attendance at 6 days of rehearsal. If the Manager requires the Writer for additional days the Writer shall be paid an additional fee of £42.55.
- d Any rewrites agreed during rehearsal shall be covered by the Writer's fee.

**B2viii Publicity**

The Writer shall provide a biography for use in publicity by a date agreed in the commissioning process. The Writer shall co-operate with the Manager in publicising the Play. The Writer shall be consulted over programmes and publicity material relating to the Play. The Writer may be required to attend publicity interviews subject to prior professional commitments.

**B2ix Free seats**

The Manager will provide one free seat for the Writer and two for his/her guests for the first full performance of the Play and if applicable the press night. The Writer may attend any performance free of charge with seating subject to availability.

**B2x Evaluation meeting**

The Writer may be required to attend one evaluation meeting at an agreed date after the first full performance of the Play.

**B2xi Pre / Post Show Discussions or Talks**

The Manager may request the Writer to attend up to 3 Pre / Post Show Discussions. Any further such attendances may be requested subject to availability and payment of a fee of £42.55.

**C. COPYRIGHT AND RIGHTS ISSUES**

**C1. COPYRIGHT**

The Copyright of the Play shall remain vested in the Writer and no rights shall be granted to the Manager other than those specifically stated in this contract.

**C2. CLEARING UNDERLYING RIGHTS**

The Writer shall be responsible at his/her own expense for clearing any copyright interests in the Play (e.g. where the play is a translation or adaptation of another work in copyright) except that where the Manager has commissioned the Writer to translate or adapt a copyright work, or where otherwise agreed prior to signing the contract, the Manager shall be responsible for clearing underlying rights at his/her own expense.

**C3. WARRANTIES**

**C3a WRITER'S WARRANTY**

The Writer declares that:

**C3a1**

Either

\*i She/He is the sole author of the Play and sole owner of all copyright in the Play and is in full control of the rights conferred on the Manager.

or

\*ii the copyright in the Play includes the interests outlined in the schedule of copyright attached to this contract.

(\*One clause to be deleted and initialled by both parties.)

**C3a2**

The Play has not been previously performed professionally.

(Delete for second and further productions)

**C3a3**

To the best of his/her belief the Play contains no defamatory matter or anything that contravenes the provisions of the Theatres Act 1968.

**C3b MANAGER'S WARRANTY**

If applicable under C2 above the Manager will warrant to the Writer that it has acquired all necessary rights in an underlying work.

**C4. RIGHTS**

C4a The Writer grants the Manager the right to present the Play in its original production as follows:  
i exclusively in the UK other than the West End  
ii non-exclusively in play venues abroad only so long as these are named in the tour schedule issued by the agreed date in the production schedule.

These rights start from the date of the decision to produce and shall continue for 12 months from the first full performance. This initial period of rights shall not exceed 20 months from the date of the decision to produce.

C4b The Writer grants the Manager the following options in the territories in C4a above:

i the option to purchase for £559.86 the exclusive right to present the Play substantially in its original production for 12 months immediately following the period described in C4a) above, subject to the terms and conditions set out in this agreement. This payment shall be additional to and not on account of any royalties payable under the terms of this agreement.

ii The option to purchase for £111.97 the non-exclusive right to present the Play substantially in its original production for each 12 month period following the end of any existing rights period, subject to the terms and conditions set out in this agreement, provided that the maximum total period of rights granted to the Manager shall not exceed 3 years from the date of the first full performance. These payments shall be additional to and not on account of any royalties payable under the terms of this agreement. “Substantially in its original production” shall mean a production with the same director, designer and at least 50% of the cast.

C4c Each option must be exercised no later than 3 months before the existing period of rights expires failing which all rights to the Play shall revert to the Writer.

C4d If the Manager produces the Play during any existing rights period other than the first 12 months (described in 4 a above) the Manager shall pay to the Writer a royalty of 8% of net box office receipts.

C4e If the Manager decides not to produce, the rights to the Play shall immediately revert in full to the Writer and all outstanding fees including interest shall be paid in full.

C4f If there is no first full performance within 20 months of the decision to produce the rights to the Play shall revert in full to the Writer and all outstanding fees including interest shall be paid in full.

C4g In the event of liquidation of the Manager (except for the purposes of immediate reconstruction or amalgamation), any voluntary arrangement with its creditors, or the appointment of an administrator (receiver), the rights to the Play granted to the Manager under this contract shall lapse and revert in full to the Writer.

**C5. MANAGER’S OBLIGATION TO CLEAR MUSICAL RIGHTS**

**C5a Incidental Music**

The Manager shall be responsible for clearing at his/her own expense the rights to any incidental music used in the production of the Play, however, the Manager shall not be obliged to use music where the cost exceeds that of the PRS tariff T for incidental music.

**C5b Interpolated music**

Where the Writer requires the use of specific music as interpolated music the Manager shall be responsible for clearing the rights for the use of such music. If the rights are not available the Manager, after consultation with the Writer, shall have the right to change the music specified by the Writer. The Manager shall have the right to refuse to use music where the additional cost exceeds his/her budget. If the Writer insists on the use of the music the Manager shall recoup the cost from the Writer.

**D. CREDITS**

**Writer's credit**

The Manager agrees to credit the Writer on all publicity including posters and programmes. Where either the director and/or the leading actors are also credited the Writer's credit shall be of equal size and degree of boldness in type and prominence. Where the Writer wishes to use a 'Nom de Plume' s/he must inform the Manager at the time of signing the contract.

**Management credit**

The Writer agrees to use his/her reasonable endeavours to procure a credit in the event of the Play being published or presented as follows:- "Commissioned and first performed by (Company Name)".

## **E. RECORDING AND BROADCASTING**

The Manager shall have the right to record the Play as follows:

- Ea No additional payment is due to the Writer but written permission in advance is required for:
- i non-broadcast use for research, archive and other private purposes by the Manager (or any third party authorised by the Manager with the Writer's written agreement).
  - ii non-broadcast use for promotional purposes by the Manager.
  - iii broadcast use of short excerpts not exceeding two minutes for promotional use where the Manager is not receiving an income (e.g. news, magazine programmes, award ceremonies).
- Eb Additional payment is due to the Writer and permission is required for broadcasts of longer excerpts than specified in Eaiii above, and documentary and educational programmes where the Manager receives an income.
- Ec Additional payment is due to the Writer for the use of any excerpt in any recording or broadcast for which the Manager receives a payment.

## **F. VAT**

If the Writer is registered for VAT s/he will notify the Manager at the time of signing the contract and supply the Manager with appropriate VAT invoices for all payments due under this contract.

## **G. AGENTS**

If the Writer requires the Manager to make payments due under this contract to his or her agent then the name and address of the agent shall be supplied to the Manager at the time of signing.

## **H. EQUAL OPPORTUNITIES / INTEGRATED CASTING**

ITC and the Guild are committed to the promotion of Equal Opportunities. This has bearing on two issues:

Ha Writers  
No Writer shall receive less favourable treatment from a Manager on the grounds of sex, age, colour, race, creed, ethnic origin, sexuality, domestic situation or disability. Where a Writer feels that s/he has suffered unequal treatment on the above grounds s/he may make a complaint under the agreed grievance procedure.

Hb Integrated casting  
ITC and the Guild agree that ITC's Integrated Casting Policy shall apply to all contracts made between ITC Managers and Writers. In respect of the Play for which this contract is issued the Manager shall discuss with the Writer the Manager's operation of ITC's Integrated Casting Policy and the Writer shall give due consideration to this Policy and the input that s/he can make to equal opportunities.

## **I. DISPUTES**

If a dispute arises between the Writer and the Manager it shall be referred to the ITC and the Guild for mediation.

**J. JURISDICTION**

This contract shall be governed by the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction, unless otherwise mutually agreed.

**ITC/GUILD WRITER’S CONTRACT 1998  
AS REVISED 2002**

**III FORM OF ENGAGEMENT**

**NOTE:** Any variations in any contract under the terms of this agreement must be cleared by the Manager with the ITC and with the Guild before signing.

This contract is made this \_\_\_\_\_ day of \_\_\_\_\_

between

\_\_\_\_\_ ‘The Manager’  
of \_\_\_\_\_  
\_\_\_\_\_

and

\_\_\_\_\_ ‘The Writer’  
of \_\_\_\_\_  
\_\_\_\_\_

In respect of a play of approximately \_\_\_\_\_ in length  
provisionally entitled \_\_\_\_\_ .

IT IS AGREED as follows:

**1. ITC / GUILD AGREEMENT**

All terms and conditions and definitions of the Agreement between the Independent Theatre Council and the Writer’s Guild of Great Britain dated \_\_\_\_\_ (‘the Agreement’) shall be read in conjunction with and automatically incorporated in this Form of Engagement. The Agreement shall mean both the Collective Agreement and the Minimum Terms and Conditions.

**2. COMMISSIONED / NON-COMMISSIONED PLAY**

EITHER (delete as appropriate)

**(i) COMMISSIONED PLAY**

The Manager agrees to commission the Writer to write the play in consideration of an agreed fee of:

\_\_\_\_\_

The fee shall be paid as follows:

\_\_\_\_\_ on signature of this Agreement.

\_\_\_\_\_ on delivery of the first full draft of the script.

\_\_\_\_\_ on decision to produce.

\_\_\_\_\_ on the day of the first full performance.

OR

**(ii) NON-COMMISSIONED PLAY**

The Manager agrees to pay the Writer an agreed fee of:

\_\_\_\_\_

The fee shall be paid as follows:

\_\_\_\_\_ on signature of the contract.

\_\_\_\_\_ on commencement of the rewrites.

\_\_\_\_\_ on delivery of the rewrites.

Delete if rewrites not required.

\_\_\_\_\_ on the day of the first full performance.

### 3. GRANT OF RIGHTS

The Writer grants to the Manager the exclusive right to present the play in the United Kingdom (excluding the West End) in accordance with Clause C4 of the Minimum Terms and Conditions.

### 4. ROYALTIES

The Manager agrees to pay to the Writer a royalty of

\_\_\_\_\_

of net box office receipts (as defined in A3 of the Minimum Terms and Conditions) or payments in lieu of box office after the Manager has received net income (as defined in A3 of the Minimum Terms and Conditions) of

\_\_\_\_\_

from the run of the Play. The Manager agrees to inform the Writer in writing when the net income reaches said amount and to provide a statement certified by the Manager. The said royalty shall if applicable be payable to

\_\_\_\_\_ (Writer or Writer's Agent)

within 14 days of last performance in each month in which performances are given and shall be accompanied by a statement of the net box office and any payments paid in lieu of box office certified by the Manager.

### 5. WRITER'S AGENT

The Writer hereby authorises and requests the Manager to pay all monies payable to the Writer hereunder to the Writer's Agent

\_\_\_\_\_

whose receipt shall be a full and sufficient discharge therefor.

All payments detailed herein are exclusive of VAT and accordingly the Writer shall, if registered, be entitled to VAT subject to submission of the appropriate VAT invoices, which the Manager undertakes to pay promptly on receipt.

**6. EXPENSES**

[Any special stipulations in respect of expenses should be entered here]

**7. MANAGEMENT PARTICIPATION**

Provided that all sums in Clauses 2 and 4 above have been paid in full then provided that the Writer’s net income from any further exploitation of the Play (excluding income from foreign language exploitation) shall have exceeded a threshold of

\_\_\_\_\_ (ref A5 of the Minimum Terms and Conditions)

the Manager shall be entitled to receive

\_\_\_\_\_

of the Writer’s net income in excess of that threshold (excluding foreign language income and after deduction of Agents’ commission and VAT only) for a period of up to five years dating from the first full performance.

**8. SCRIPT PROCESS**

The Writer agrees to deliver one fair typed copy of the script to the Manager by

\_\_\_\_\_

The Manager agrees to consider and discuss the Play with the Writer by

\_\_\_\_\_

The Writer agrees to deliver a fair typed copy of the rewritten script by

\_\_\_\_\_ (Delete if not applicable)

The Manager agrees to inform the Writer in writing of the decision to produce by

\_\_\_\_\_ OR \_\_\_\_\_ (if no rewrites are required).

[Enter any special arrangements / time scale here]

**9. PRODUCTION SCHEDULE**

The first full performance of the Play must take place by

\_\_\_\_\_

The final performance of the Play must take place by

\_\_\_\_\_

**10. WRITER’S UNDERTAKING**

The Writer confirms all warranties and undertakings expressly set out in Clause C3 of the Minimum Terms and Conditions and the same shall apply in full to this Form of Engagement. Details of any previous performances or licences are outlined in the Schedule attached to this Form of Engagement.

**11. MORAL RIGHTS**

(a) The Writer asserts the Writer’s rights to be identified as the author of the Play under Section 77 of the Copyright Designs and Patents Act 1988 as follows:

I, \_\_\_\_\_,

being the Author of the work entitled

\_\_\_\_\_,

hereby assert generally my moral right to be identified as its author.

(b) The Manager recognises the Moral Rights of the Writer as provided in Chapter 4 of the Copyrights Designs and Patents Act 1988 or any modification thereof for the time being in force.

**12. CREDITS**

(i) The Writer's credit shall be

\_\_\_\_\_ by \_\_\_\_\_

(ii) The Manager's credit shall be

first performed by \_\_\_\_\_ on \_\_\_\_\_

**AGREED AND ACCEPTED:**

Dated: \_\_\_\_\_

\_\_\_\_\_

The Writer

\_\_\_\_\_

The Manager

**ITC/GUILD WRITER'S CONTRACT 1998  
AS REVISED 2002**

**APPENDIX A**

**AGREEMENT FOR TREATMENT FEE**

**From ITC Company to Writer**

Dear [*name of Writer*]

On behalf of [*name of Company*] I have asked you to provide a treatment for a possible stage play, [*full length / 30 to 70 minutes / under 30 minutes*] at present entitled [*title*].

The fee for the treatment will be \_\_\_\_\_ [***not less than 10% of the relevant total commissioning fee depending on the length of play***] payable on signature of this agreement, this fee to be deducted from the total fee for writing the Play should you be asked to go ahead.

You will deliver the treatment by [*date*] and we shall decide whether or not to proceed with the commission within 4 weeks of delivery or on such later date as may be mutually agreed.

Should you be commissioned to write the play, the total fee will be \_\_\_\_\_ [***including the treatment fee already paid***] on terms contained in the current ITC/Guild Agreement. If this agreement is not entered into within six weeks of delivery of the treatment then all rights in the treatment shall revert to you.

Yours sincerely

[*Name of Company*]

**ITC/GUILD WRITER'S CONTRACT 1998  
AS REVISED 2002**

**APPENDIX B  
ITC Members with Approved Manager Status**

This is the list of ITC members who currently\* have AMS status, however the details are subject to change.

- September 2002

7:84 Theatre Company	Oilly Cart
Action Transport Theatre Co	Oxfordshire Touring TC
Adzido Pan African Dance	Paines Plough
Ape Theatre Company	Pentabus
Arad Goch	People Show
Arc Theatre	Pop Up Theatre
Barbican Theatre Plymouth	Proteus Theatre Company
Big Brum TIE	Quicksilver Theatre
Big Telly Theatre Company	Red Shift Theatre Company
Boilerhouse	Replay Productions
C & T	Scarlet Theatre Company
Clean Break	Scottish Dance Theatre
Compass Theatre Company	Sgript Cymru
CTC	Sixth Sense
Cwmni'r Fran Wen	Soho Theatre Company
Diversions Dance	Spectacle Theatre
DV8 Physical Theatre	Sphinx Theatre Company
Eastern Angles Theatre Co.	Suspect Culture
Forest Forge	TAG Theatre Company
Foursight Theatre	Tamasha Theatre Company
Grid Iron	Tara Arts
Gwent Theatre	Theatr Iolo
Half Moon YPT	Theatr Na Nog
Hijinx Theatre	Theatre Alibi
Hull Truck	Theatre Rites
Kali Theatre Company*	Theatre Workshop
Kneehigh	Tiebreak
Live Theatre	TOSG
London Bubble Theatre Company	Travelling Light Theatre Company
M6 Theatre Company	Trestle Theatre Company
Natural Theatre Co	Visible Fictions
New Perspectives	Warehouse Theatre Co
Not The National Theatre	Wee Stories for Children
NTC Touring Theatre	Y Touring
Nuffield Theatre Education	