

UK Theatre agreement

www.writersguild.org.uk



SSP

WGGB THE WRITERS' UNION

Agreement for
**Writers working in
Subsidised Theatres**

From 1 May 2014

Contents

Collective Agreement	
1 Scope Of Agreement	1
2 Definitions	1
Writer	1
Music	2
Copyright	2
Play	3
Short Play	3
West End Of London	3
Net Box Office Receipts	3
MRSH	3
Financial Provisions	3
3 Duration Of Agreement	4
4 Moral Rights	4
Schedule 1 – The Minimum Terms Contract	
1 Licence	5-6
2 Payment	6
Commissioned Play	6
Non-Commissioned Play	7-8
Short Plays	8
Multiple Play Performances	8
3 Royalties	8
4 Writers Approval	8
5 Rehearsals	8-9
6 Textual Integrity	9
7 Scripts	9
8 Credits	9
9 Publicity Material	9
10 Electronic Press Kits (EPK's)	9
11 Nom De Plume	9
12 Writer's Duties	10
13 Complimentary Tickets	10
14 Copyright And Moral Rights	10
15 Options	10
16 Management	11
17 Management Participation	11
18 Writer's Agent	11
19 Arbitration	12
20 Variations	12
21 Warranty	12
Appendix 1 – Rates	13

COLLECTIVE AGREEMENT

THIS AGREEMENT is made 29 April 2014 between the Writers' Guild of Great Britain/Scottish Society of Playwrights (hereinafter called "the Unions") of the one part and the UK Theatre Association (hereinafter called "UK Theatre") of the other part.

1 SCOPE OF AGREEMENT

Set forth in a form of Contract attached hereto (hereinafter called "the UK Theatre Minimum Terms Contract") are the Minimum Terms and Conditions which shall apply in any contract entered into with a Writer (as hereinafter defined) on or after the date hereof by a UK Theatre Member (hereinafter individually called "Manager" and collectively called "the Managers") other than the English Stage Company, the Royal National Theatre and the Royal Shakespeare Theatre (hereinafter collectively called "the TNC Producers") for plays (as hereinafter defined) to be produced by any of the Managers alone or in association with another Manager with artists engaged under the UK Theatre/Equity Subsidised Repertory Agreement in Theatres in the United Kingdom (excluding Theatres in the West End of London and those controlled by Members of the Federation of Scottish Theatre and by the TNC Producers) including plays produced for children and young people in auditoria under the Manager's auspices, but excluding plays for Theatre-in-Education.

2 DEFINITIONS

For the purposes of this Agreement the following definitions shall apply:

2.1 Writer

In respect of a Play as hereinafter defined shall mean and include, where the context so admits or requires, freelance writer of a commissioned play, freelance writer of a non-commissioned play (including a writer resident under a separate Contract), translator (but not a literal translator whose work is not contracted for performance), adaptor, co-writers, writer of a play created wholly or partly by improvisation, composer, lyricist, writer of the book of a musical, librettist or any other combination of the foregoing.

Provided that

2.1.1 in the event that the copyright in the Play subsumes interests of

2.1.1.1 persons whose main activity is not primarily the creation of literary or dramatic works within the meaning of the Copyright, Designs and Patents Act 1988 including but not limited to or necessarily composers, songwriters, lyricists, librettists, musical arrangers, choreographers, directors, designers, and/or performers but who are "qualified persons" (for the purposes of the Copyright, Designs and Patents Act 1988) or any modifications thereof for the time being in force.

and/or

2.1.1.2 the literary estates of deceased authors whose works are still in copyright whether administered in the United Kingdom or elsewhere (but so that the said estates are "qualified persons"), those interests shall be aggregated with those of the Writer for the purpose of this Agreement and the terms hereof shall be applied pro rata in proportions to be mutually agreed between the several interested parties or as may be prescribed elsewhere, for example, in collective agreements covering the various classes not party to the Agreement.

2.2 If any said play includes material in which the rights granted to the Manager under the UK Theatre Minimum Terms Contract are owned or controlled by a third party, the Writer shall be responsible at his expense for clearing such rights so that the rights granted to the Manager as aforesaid are unencumbered as prescribed in Clause 2.4 below, except that in the case of:

2.2.1 Incidental Music (As Defined In The Current PRS "T" Tariff)

The Manager shall be responsible for clearing at his expense the rights of any incidental music used in the production of the Play whether or not requested in the stage directions of the Play and whether or not within the repertoire of the Performing Right Society provided that the Manager shall not be obliged to make use of music as incidental music at costs exceeding those provided under the Performing Right Society Tariff "T" for incidental music.

2.2.2 Interpolated Music (As Defined In The Current PRS "T" Tariff)

The Manager shall be responsible for seeking clearance for the use of interpolated music in co-operation with the Writer but the Manager has the right to change any music specified if the rights be not available, provided that where the payment to the Performing Right Society or other copyright controller exceeds 5% of the maximum possible payment by the Manager to the Writer by way of royalty under his/her Contract, then the Manager shall be entitled on so advising the Writer to recoup the balance of interpolated music payments from royalties due to the Writer if the Writer requires the Manager to make use of such music except that the Writer shall in any case be entitled to require up to but not exceeding twenty minutes of interpolated music within the Play, so long as this does not exceed 30% of the total running time of the Play, without additional payment becoming due from the Writer to the Manager.

2.3 Copyright

2.3.1 In the case of a translation or an adaptation of or a collaboration in a work by a qualified person which is in copyright it shall be the responsibility of the Writer to agree with that person, his/her executor, heir or agent the proportional division to each of the fees, option payment and royalties payable under contracts drawn under this agreement so that the rights to be licensed are unencumbered and the several interests may act together as joint authors and/or as Licensor of the said rights as party to a contract under this Agreement.

2.3.2 In the event that the Manager has already secured the unencumbered right to produce and to perform in English a foreign language play in copyright and commissions a translation or adaptation of such a play, the translator or adaptor shall be considered as the sole writer in respect of the commissioning fee due under this Agreement but shall be treated as a co-writer with the original foreign writer in all other respects except where otherwise negotiated between the co-writers. In such a case, co-writers shall retain their respective copyrights and the Manager shall inform the translator or adaptor in writing of his/her rights and responsibilities under this Agreement.

2.3.3 In the case of a translation and/or adaptation of a work in the public domain in the United Kingdom, the translator and /or adaptor shall be considered for the purposes of this Agreement as the Writer thereof, other than under Clause 8 of the UK Theatre Minimum Terms Contract.

2.4 Play

Shall mean the text of an original play (whether expressed in words or in musical or other notation) together with any stage or other directions for its performance whether contained in a single document or not and shall include any changes to the text made in accordance with Clause 6 of the UK Theatre Minimum Terms Contract and shall also mean a play in which all the rights set out in such Contract are unencumbered.

2.5 Short Play

Shall mean a play of a duration of 60 minutes or less.

2.6 West End Of London

Shall mean and include the following theatres Adelphi, Aldwych, Ambassadors, 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, New London, Noël Coward, Novello, Old Vic, Palace, Palladium, Peacock, Phoenix, Piccadilly, Playhouse, Prince Edward, Prince of Wales, Queens, Sadlers Wells, Savoy, Shaftesbury, St. Martin's, Trafalgar Studios, Vaudeville, Victoria Palace and Wyndhams.

2.7 Net Box Office Receipts

Shall mean the actual weekly box office receipts received by the Producer arising from all public performances of the Play after the deduction of group sales, agency and credit card commissions, fees and discounts, less an amount equivalent to the current rate of VAT.

2.8 Middle Range Salary Level (Known As "MRSL")

Shall be defined in the same way as it is defined in the UK Theatre/Equity Agreement for Subsidised Repertory.

2.9 Financial Provisions

Shall mean provisions related to finance in the following clauses of the UK Theatre minimum terms contract:

Clause Number	Subject
2	Minimum Payments
5.2	Rehearsal Attendance Fee
15	Sums Payable on Exercising Options
17.1	Management Participation

3 DURATION OF AGREEMENT

This Agreement shall continue in force (without alteration or addition unless mutually agreed) until the expiration of 6 months from the date on which either party hereto gives the other notice to revise or terminate the same on or after the expiration of one year from the date hereof.

Provided that either party hereto shall be entitled to give the other not less than 6 months written notice before the first Monday in April of any year seeking such revision to the financial provisions hereinafter defined as shall be specified in such notice and any such revisions as shall be agreed between the parties hereto shall take effect as from 1 May 2014 and shall apply in respect of both Contracts entered into on and after such date(s). If new rates come in after an existing contract has been signed, and a signature payment as stipulated in clause 2.1.1 or 2.2.1 has been made, then the 1 May 2014 delivery and acceptance payments should apply.

4 MORAL RIGHTS

This Agreement provides for the Writer to assert the Writer's right to be identified as the Writer and the Manager to recognise the Writer's Moral Rights as provided under Chapter IV of the Copyright, Designs, and Patents Act 1988 or any modification thereof for the time being in force.

As witness the hands of the parties hereto the day, month and year first above written.

For and on behalf of UK Theatre

For and on behalf of The Writers' Guild of Great Britain

For and on behalf of Scottish Society of Playwrights

**SCHEDULE 1 – THE UK THEATRE MINIMUM TERMS CONTRACT
APPROVED BY UK THEATRE/WG/SSP 29 APRIL 2014**

NOTE: The terms contained in this Contract shall not be less favourable to the Writer than the minimum terms to which a Writer is entitled in accordance with the terms, conditions and definitions contained in the Agreement between the Unions and UK Theatre. While the Writer may obtain terms more favourable than those in this Contract, no provision thereof may be waived by the Writer in consideration of more favourable terms under any other provision thereof.

This contract is made this _____ day of _____ 20____

between _____

of _____
(hereinafter called 'the Manager' which expression where the context so admits or requires shall include the Manager's assignees, licensees and successors in title) of the one part.

MRS/L Grade _____

and _____

of _____
(hereinafter called 'the Writer') of the other part.

Whereby it is agreed as follows:

1 CONSIDERATION

1.1 In consideration of payment by the Manager to the Writer as provided in Clause 2 and 3 for a work at present entitled

and as may be altered pursuant to Clause 6 hereof (hereinafter called 'the Play') the Writer hereby grants to the Manager the licence set out in Clause 1.2 hereof.

1.2 Licence

1.2.1 The exclusive licence commencing on the date hereof and continuing until the expiration of 9 months from the first performance to present the world premiere professional stage production of the play in the English language (or any other language to be specified at the time) in the United Kingdom at:

1.2.1.1* at _____ theatre

1.2.1.2* at _____ theatres where a co-production is agreed
or

1.2.1.3* on tour _____

* (Delete as appropriate)

1.2.2 The first performance of the play shall be given not later than either:

1.2.2.1 12 months from the date of acceptance of the Play by the Manager, or,

1.2.2.2 the _____ day of _____ 20____

Provided that the number of months in 1.2.2.1 or the date in 1.2.2.2 above (as the case may be) shall be extended by a period equal to any period for which the Manager has been precluded from presenting such first performance by reason of force majeure including royal demise, national mourning, war, fire, strikes, lock-outs or by any other reason of the order of any licensing or other public authority having jurisdiction. Provided further that either party shall be entitled at any time after the delay caused by the force majeure has continued for at least three months to give the other written notice terminating the contract forthwith without prejudice to any fees payable on that date.

1.2.3 Non-Exercise Of Licence

The Manager does not undertake and shall not be bound to exercise the licence granted to the Manager hereunder but shall inform the Writer in writing in the event of the Manager's intention not to exercise the Manager's licence and in any event not

later than _____

1.2.4 Reversion Of Licence

If the play is not presented by the date specified in clause 1.2.2(a) or (b) above, whichever is applicable, the licence granted to the Manager hereunder shall immediately revert to the Writer and become the Writer's sole property.

2 PAYMENT¹

Either sub-clause 2.1 or 2.2 must be deleted and initialled by both parties.

2.1 Commissioned Play

2.1.1 On signature

£ _____ (being not less than the sum stated below) on signature of this Contract (such sum not to be on account of royalties).

Minima under the sub-clause are:

MRSL		
1	2	3
£4,701.84	£3,845.56	£2,992.58

2.1.2 On 1st delivery

£ _____ (being not less than the sum stated below) on first delivery of the Play in accordance with any special conditions as may have been stipulated in an attached Schedule (such sum to be a non-returnable advance against royalties).

Minima under this sub-clause are:

MRSL		
1	2	3
£2,138.51	£1,709.26	£1,709.26

2.1.3 Further delivery

The Writer shall deliver the script of the Play to the Manager by

not later than _____ day of _____ 20____
(or such later date as may be mutually agreed in writing).

¹ Rates as from 1 May 2014

Upon receipt of the Play the Manager shall within 4 weeks thereafter notify the Writer that the Manager either accepts the play or requires alterations and revisions and after discussions and mutual agreement between the Manager and the Writer (during a period not exceeding 4 weeks from such notification by the Manager unless otherwise agreed by the Writer), the Writer shall deliver to the Manager the Play revised in accordance with such mutually agreed alterations and revisions within 8 weeks from completion of such discussions (or such later date as may be mutually agreed in writing).

The Manager shall notify the Writer on acceptance or rejection of the Play within 4 weeks of delivery of the revised play and shall on acceptance make the payment specified in 2.1.4 below.

If the Manager does not accept the revised Play within the said four weeks from delivery of the revised Play then the payment specified in 2.1.4 below shall not be payable, and all rights in the Play shall revert to the Writer and this contract shall be terminated without prejudice to any rights that may have accrued to the Writer.

2.1.4 Acceptance of play

All dates and periods of time in this sub-clause may be altered by mutual consent.

£ _____ (being not less than the sum stated below) on acceptance of the Play (such sum to be a non-returnable advance against royalties)

Minima under this sub-clause are:

MRSL		
1	2	3
£2,138.51	£1,709.26	£1,709.26

2.2 Non-Commissioned Play

2.2.1 £ _____ on signature of this Contract, being not less than:

Minima under this sub-clause are:

MRSL		
1	2	3
£6,840.35	£5,555.93	£4,700.74

provided that in respect of MRSL 1, £2,138.51 of the above payment shall be deemed to be a non-returnable advance against royalties and in respect of MRSLs 2-3, £1,709.26 of the above payment shall be deemed to be a non-returnable advance against royalties.

The Manager shall have 60 days from the date of signature of this Contract to accept the Play as suitable for production and to make the payment specified in 2.2.2 below. During this period the Writer shall make such alterations and revisions to the Play as may have been mutually agreed between the Manager and the Writer at the date of signature of this Contract. If these alterations do not make the Play acceptable to the Manager, then the payment under 2.2.2 below shall not be payable and all rights in the Play shall forthwith revert to the Writer and this Contract shall be terminated without prejudice to any rights that may have accrued to the Writer.

2.2.2 Acceptance of play

£ _____ (being not less than the sum stated below) on acceptance of the Play (such sum to be a non-returnable advance against royalties)

Minima under this sub-clause are:

MRSLS		
1	2	3
£2,138.51	£1,709.26	£1,709.26

2.3 Short Plays

Half of the foregoing sums (other than royalties under Clause 3.1 hereof) shall be payable for a Short Play to be presented on its own.

2.4 Multiple Play Performances

If more than one Play is included in any performance the royalty shall be apportioned between the Writers of the Plays.

3 ROYALTIES

3.1 Amount

3.1.1 The Manager agrees to pay the Writer a royalty of _____ %
(being not less than 8%) of Net Box Office Receipts.

3.1.2 If a Manager is in receipt of an annual or revenue grant or receives a guarantee or project or similar grant, the Manager guarantees that the Writer will be paid not less than the rate set out within the offer of grant.

3.1.3 These royalty payments are subject to the provisions of Clause 2.3 Short Plays and 2.4 Multiple Play Performances.

3.2 Royalty Due Date * *Two sub-clauses must be deleted and initialled by both parties.*

The said royalty shall be payable to the Writer (or Writer's Agent) within:

3.2.1* 14 days of the last performance of the Play's run.

3.2.2* 10 days following the last performance of the Play in any given week ending on a Saturday.

3.2.3* Within _____ days (to be mutually agreed) (for tours only) and shall be accompanied by a statement of the Net Box Office Receipts certified by the Manager.

4 WRITER'S APPROVAL

The choice of Director, Designer and actors of the play shall be subject to prior agreement between the Manager and the Writer provided that:

4.1 The Writer shall have due regard to the Manager's artistic and financial resources.

4.2 Neither party shall unreasonably delay such agreement.

5 REHEARSALS

5.1 The Writer shall have the right to attend all readings, workshops, rehearsals and previews at all times and the Writer shall at all times pay due consideration to the Manager's authority at the place of rehearsal. The Manager shall give advance notice of all such readings, workshops and rehearsals to the Writer.

5.2 The Writer shall be paid not less than the following sums for each day the Writer attends the theatre under clause 5.1 or carries out re-writes or research away from the theatre or other work in connection with the Play, provided that such attendance, re-writing, research or other work shall be mutually agreed between the Writer and Manager. Otherwise the Manager shall not be obliged to pay for the Writer's attendance for re-writing, research or other work for more than 12 days during the rehearsal period.

MRSLS		
1	2	3
£63.08	£55.33	£50.88

5.3 The Manager shall reimburse the Writer for such expenses as he/she may be reasonably incur with the Manager's prior approval (such approval not to be unreasonably withheld or delayed) for attending readings, workshops, rehearsals and previews of the Play and in engaging in other production related work (both within and outside the rehearsal and preview period) including (by way of example only) auditions, script meetings, production and design meetings, production-related articles, such as programme contribution, publicity interviews (and other publicity activities) and programme contribution/compilation, and in carrying out research for the Play at the Manager's request.

6 TEXTUAL INTEGRITY

The Manager shall not, or permit others, to make any omissions from or alterations or additions to the text, stage business or title of the Play in any public performance or printed announcement without the written approval of the Writer. If it is not possible to submit to the Writer in person (whether directly face to face or by email or by phone) a proposal for a change in the text, the Manager shall submit the proposal to the agent (if any) whose response shall not be unreasonably delayed. Any changes of any kind whatsoever in the text, stage business or title of the Play made by anyone and approved by the Writer shall be deemed to be a part of the Play and shall accrue to the copyright of the Play and become the sole property of the Writer and the Writer will not be required to pay any person suggesting or making such changes unless the Writer has entered into a legally binding agreement to do so. For the purpose of this clause "stage business" shall be defined as stage directions expressly incorporated within the script of the Play in the form approved by the Writer and as deposited with the British Library under Section II of the Theatres Act 1968.

7 SCRIPTS

The Writer shall provide one fair copy of the Play, such copy to remain the property of the Writer. The Manager shall have the right to make as many copies of the script as required for the purposes of the Production. Such copies caused to be made by the Manager shall remain the property of the Manager. The Manager shall provide the Writer with up to 5 copies of the rehearsal script (as the Writer shall require) and one copy of the final script as used for the prompt copy of the Play.

8 CREDITS

In connection with all performances of the Play being presented by the Manager, the Manager undertakes to display the name of the Writer in all posters, programmes and publicity material (and in small newspaper advertisements at the discretion of the Manager). A biography (approved by the Writer) shall be included in the programme where other biographies are also printed. The Writer's billing shall be in at least the same size and degree of boldness in type and prominence as that accorded to the Director and leading Actors in the Play.

9 PUBLICITY

The Manager shall meaningfully consult the Writer (provided that the Writer is reasonably available) regarding the design and content of the programmes and all publicity material relating directly to the Writer or the Play that comes under the Manager's control. The Writer will be reasonably available for interviews and other publicity activities after being consulted in advance about the nature of the press campaign, unless the Writer has advised the Theatre on or before signature of this Agreement that he or she will not participate in any publicity for the Play, and subject to his or her professional commitments that the Theatre has been notified of.

10 ELECTRONIC PRESS KITS (EPKs)

10.1 The Manager will have the right at any time during the term of the Manager's License or Option under this agreement in any of the territories covered by this Agreement to authorise the televising or sound broadcasting of excerpts from performances of the Play, and/or use those excerpts in an EPK for the sole purpose of publicity or promotion of the production, provided that:

10.1.1 No such excerpts shall exceed three minutes running time individually, nor shall the total of excerpts exceed ten minutes total running time or (if shorter) 10% of the total running time of the Play.

10.1.2 The Manager obtains the Writer's approval of the choice of excerpt (such approval not to be unreasonably withheld or delayed).

10.2 The Writer will not receive a fee for the broadcast of any excerpt of the Play or for its use in an EPK in accordance with clause 10.1, if the broadcast is covered by the fair dealing provisions of the Copyright, Designs and Patents Act 1988 and no other member of the creative team or the Manager receives payment for the use of the excerpt.

10.3 If clause 10.2 does not apply and a fee is required, the Manager will ensure that the Writer is paid for each excerpt used, such fee to be agreed in good faith and in advance by the Writer (and the Writer's agreement shall not be unreasonably withheld or delayed).

11 NOM DE PLUME

The Writer reserves the right to use a nom de plume provided that it is notified to the Manager before the completion of the pre-contractual negotiations.

12 WRITER'S DUTIES

Whilst the Writer may wish to act as a literary manager, dramaturg, script reader, programme or publicity compiler and run workshops, the Writer is under no obligation to do so unless engaged under a separate contract.

13 COMPLIMENTARY TICKETS

The Writer shall be given at least 4 complimentary tickets for the first night of the Play and may attend any performances of his/her Play thereafter free of charge, seating accommodation provided, subject to the availability thereof.

14 COPYRIGHT AND MORAL RIGHTS

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

14.2 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."

14.3 The Manager recognises the Moral Rights of the Writer as provided in Chapter IV of the Copyright, Designs and Patents Act 1988 or any modification thereof for the time being in force.

15 OPTIONS

15.1 The Writer grants to the Manager the sole and exclusive separate options set out in Clause 15.4 on condition that the Manager has presented the play within the Licence period stated in Clause 1.2; payment has been made to the Writer in accordance with Clause 2; and the option is acquired and exercised in accordance with 15.2 and 15.3 below.

15.2 The Manager may acquire the exclusive right to perform the Play or authorise its performance on such terms and conditions as shall be separately negotiated with the Writer, subject to:

15.2.1 Giving written notice to the Writer at any time on or before the expiry of the 'Acquisition Period' stated in 15.4. Such 'Acquisition Period' is calculated from the close of the run of Performances which commenced as stated in 1.2.2 above (the initial run); and

15.2.2 Payment of not less than the sums given in 15.4 (being on account of royalties.)

15.3 Any option acquired by the Manager should be exercised on or before the expiry of the 'Exercise Period' given.

Option	Territory	Sum payable on account of royalties	Acquisition Period	Exercise Period
1	United Kingdom (<i>excluding West End of London and rights already granted in clause 1.2</i>)	£2,667.07	16 weeks	12 months
2	West End of London (<i>including a pre-London tour not exceeding 8 weeks for a straight play or 12 weeks for a musical</i>)	£4,445.84	16 weeks	12 months
3	USA	£4,445.84	20 weeks	18 months
4	Rest of World (<i>for English-speaking productions</i>)	£3,555.35	20 weeks	18 months
5	English language productions in non-English speaking countries e.g. festivals	£1,200.00	12 weeks	6 months

15.5 It is understood the Manager may not assign rights in the Play to any third party but may sub-license rights acquired where the sub-licensee is presenting substantially the Manager's original production. The Writer has the right to approve such sub-license, such approval not to be unreasonably withheld or delayed.

16 MANAGEMENT

16.1 Stage and publication credits

If the Manager shall have presented the Play in accordance with the terms of Clause 1.2 hereof for no less than seventeen paid performances, then in the event of the Play being performed and/or published in the English language other than by the Manager, the Writer(s) shall use reasonable commercial endeavours contractually to require the following to be printed in the programme, and/or at the beginning of the printed version:

"first performed by _____" followed by the date of the first performance.

16.2 Audiovisual credit

If the Manager shall have presented the Play in accordance with the terms of Clause 1.2 hereof for no less than seventeen paid performances, and in the event of the Play being presented on television, film, radio or other media, then for a period of five years from the last performance of the Play and provided the text of the Play as recorded is substantially the same as that performed on the stage at the [Theatre], the Writer shall use reasonable commercial endeavours contractually to require that the credits of the ancillary work include the following words (voiceover) or caption at the end:

"first performed by _____".

16.3 In respect of clauses 16.1 and 16.2 the Writer and Manager acknowledge that the Writer is not responsible for third party default.

17 MANAGEMENT PARTICIPATION

17.1 Provided that the Writer's income from the exploitation of rights in the Play (excluding payments made to the Writer under this contract) as set out in 17.2.1 below shall have exceeded a threshold of £35,000 and that the Manager shall have presented the Play for at least 17 performances and in accordance with the provisions of Clause 1.2 hereof, then to the extent that the Manager shall not have acquired the right to participate in subsidiary rights under Clause 15 hereof, the Writer shall for a period of 5 years from the last paid performance of the Play by the Manager hereunder ensure that the Manager shall receive, dependent upon the number of performances presented by the Manager, the following percentages of the Writer's income in excess of the threshold:

17.1.1	17-24 performances	5%
17.1.2	25-49 performances	10%
17.1.3	50 or more performances	12½

17.2 Agent's fees paid or payable (not exceeding 10%) may be deducted before calculating the payments due under 17.1.1, 17.1.2 or 17.1.3 above. All sums due to the Manager shall be paid not later than 60 days after their receipt by the Writer (or Writer's agent) accompanied by a statement of account provided that the sum due is not less than £500; payment of sums less than £500 should not be withheld for more than one calendar year. The Writer shall in addition submit a certified statement of account at the end of each year, such statement shall be accompanied by any outstanding sums due to the Manager.

17.2.1 Sources of the Writer's Income (excluding VAT) associated with the Play shall count towards the threshold and subsequent Management participation, include but are not limited to:

17.2.1.1 The sale of licences to perform the Play in English in the UK granted to parties other than the Manager.

17.2.1.2 Income from the licensing of amateur productions.

17.2.1.3 The sale of screen and audiotape rights throughout the world.

17.2.1.4 The sale of rights to publish the text of the play in English in book form.

17.2.1.5 The sale of rights to make and distribute merchandise connected with the Play.

18 WRITER'S AGENT *(Delete if not applicable)*

The Writer hereby authorises and requests the Manager to pay all monies payable to the Writer hereunder to the Writer's agent of whose receipt shall be a full and sufficient discharge therefore.

19 ARBITRATION

Any dispute arising out of the Contract shall in the first instance be referred to a joint committee of three representatives of UK Theatre and two representatives of WG/SSP. Failing settlement it shall be referred to a single arbitrator to be mutually agreed or failing agreement to be appointed by ACAS who shall determine the issue and whose decision shall be final and binding.

20 VARIATIONS

No alterations of the provisions hereof shall be binding unless agreed between parties hereto and reduced to writing.

21 WARRANTY

The Writer hereby warrants that:

21.1 He/she is the sole author of the Play and the sole owner of all copyright in all languages throughout the world in the Play and he/she is in full control of the rights hereby granted and that (to the best of the Writer's belief) the Play contains no defamatory matter.

* One of the following sub-clauses must be deleted

21.2* The Play has not been previously performed or licensed.

21.3* The Play has not been performed or licensed for performance

at _____ (venue)

by _____ (Company)

on _____ (date)

for a total of _____ (performances)

22 VAT

All payments detailed herein are exclusive of VAT and accordingly the Writer will, if registered for VAT, supply the Manager with appropriate VAT invoice(s).

As witness the hands of the parties aforementioned

this _____ day of _____ 20_____

(the Writer)

(the Manager)

APPENDIX 1: RATES SHEET¹
(MINIMUM TERMS)

From 1 May 2014

Commissioned Play	MRS L 1	MRS L 2	MRS L 3
2.1.1	4,701.84	3,845.56	2,992.58
2.1.2	2,138.51	1,709.26	1,709.26
2.1.4	2,138.51	1,709.26	1,709.26

Non-Commissioned Play	MRS L 1	MRS L 2	MRS L 3
2.2.1	6,840.35	5,555.93	4,700.74
2.2.2	2,138.51	1,709.26	1,709.26

Short Plays

2.3	Half of above fees		
-----	--------------------	--	--

Rehearsal Attendance	MRS L 1	MRS L 2	MRS L 3
5.2	63.08	55.33	50.88

15.4 Options	£
1	2,667.07
2/3	4,445.84
4	3,555.35
5	1,200.00

17.1 Management Participation Threshold	35,000.00
--	-----------

32 Rose Street
London
WC2E 9ET
Tel: 020 7557 6700
Fax: 020 7557 6799
www.uktheatre.org

Scottish Society of Playwrights
c/o Flat 2/1
77 Albert Avenue
Queen's Park
Glasgow G42 8RA
www.scottishsocietyofplaywrights.co.uk

The Writers' Guild of Great Britain
1st Floor, 134 Tooley Street
London SE1 2TU
Tel: 020 7833 0777
Fax: 020 7833 4777
www.writersguild.org.uk



SSP

WGGB THE WRITERS' UNION