

# The Working Playwright Agreements and Contracts

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# THE WORKING PLAYWRIGHT

## AGREEMENTS AND CONTRACTS

In the old days, getting a play on wasn't easy, but it was simple. You'd send a play off to a theatre, and, if they read it, they might decide to put it on. The production would be cast, designed and marketed largely without your input. If the director felt like it, you might attend the read-through and a late run, to check on what changes had been made in your play. After it opened you'd get some money, in the form of a percentage of the box office.

In the 1970s and 1980s, all that changed. In collaboration with the Writers' Guild, a new Theatre Writers' Union negotiated binding, minimum terms agreements with, first, the National Theatre, the Royal Shakespeare Company and the Royal Court. Then agreements were negotiated with the rest of the building based sector, and finally with independent, non-building based companies.

These agreements gave playwrights an up-front commission fee (or an option fee if the play wasn't commissioned) as well as a royalty. It guaranteed the playwright the right to approve or prevent any changes in their play, to be consulted over the choice of directors and actors, as well as over casting and marketing, and to attend rehearsals. Despite dire warnings by theatres, these changes didn't lead to a drop in the number of new plays being presented, but, over time, the reverse.

Over the last couple of decades, things have become more complicated. Encouraged by the Arts Council, expanding literary departments came up with schemes to develop young playwrights in particular, including seed money schemes, attachments, mentoring, readings, workshops and scratch productions of various kinds. There is a growing number and variety of co-written plays, and playwrights are increasingly working outside theatres in the community and in schools.

None of these forms of development fitted within the existing agreements, and playwrights found some aspects of them irksome and even exploitative. On the other hand, these schemes were designed in good faith and led to many more new plays being done, particularly over the past 10 years (during which the number of new plays presented in the building-based subsidised theatre has more than doubled).

In order that playwrights can get their plays on, but also get the best deal for their work, the Writers' Guild has collaborated with the Antelopes playwrights' group

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to produce two sets of guidelines. *Agreements and Contracts* outlines the current agreements the Guild has with theatres in (we hope) comprehensible language. *Engaging with Theatres* describes the various schemes to develop writers and their work which lie outside our current agreements, with examples of best (and worst) practice and guidelines for playwrights and theatres to follow.

The idea of these booklets is to inform and arm playwrights and their agents, and also to help theatres and companies to get the best out of playwrights. As we seek to preserve and improve our agreements, we hope that theatres will endorse and implement our recommended guidelines.

Although these booklets are published in hard-copy form, they are also available online, and up for amendment. Please let us know of your experiences of the theatre-playwright relationship – where it goes right and where it goes wrong. We are also keen to hear how our agreements and guidelines work, and how they might be improved.

Since our first agreements were negotiated, the number of working playwrights has expanded hugely. Good agreements, contracts and guidelines are vital to keep new work at the core of the British theatre.

**David Edgar**  
**President,**  
**Writers' Guild of Great Britain**

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*The Working Playwright* is edited by David Edgar (**Agreements and Contracts**) and Amanda Whittington (**Engaging with Theatres**). Many thanks to the writers and theatre-makers who contributed ideas, thoughts and experiences: Suzanne Bell, Glyn Cannon, Kate Chapman, Jonathan Church, Rupert Creed, Kate Denby, Sarah Dickenson, David Eldridge, Samantha Ellis, Lisa Evans, Scott Graham, Sarah Grochala, Robert Holman, Stephen Hoggett, David James, Caroline Jester, Roy Kendall, Fin Kennedy, Jim Kenworth, Duncan MacMillan, Lisa Maguire, Brian McAvera, Katie McCullough, Rachael McGill, Barbara Norden, Frederika Notley, Richard Pinner, Esther Richardson, Despina Tsatsas, Timberlake Wertenbaker, Natalie Wilson, Polly Wiseman, Lucy Wollett and Nick Wood.

**The Writers' Guild of Great Britain** is a trade union which campaigns for writers and secures minimum terms agreements across the industry. We provide a contract vetting service, produce guidelines and organise regular events for members working in books, films, online, radio, theatre, television and videogames.

Membership is open to writers of all levels of experience. Full Members are entitled to Guild publications, telephone advice, free contract-vetting and are eligible to join our pension scheme. Candidate Membership is open to any writer who is yet to have a professional contract and Student members can sign up for just £20 a year.

The Writers' Guild is active on a national and regional level, with branches throughout the United Kingdom. We are affiliated with the Trades Union Congress (TUC) and the International Affiliation of Writers Guilds (IAWG). For more information and to join the Guild, visit [www.writersguild.org.uk](http://www.writersguild.org.uk).

**The Antelopes** is the name of an informal network of professional playwrights, at all stages of their careers, who meet every few months above a pub in London. Originally started as a one-off meeting in 2009 called by playwrights David Eldridge, Duncan Macmillan and Robert Holman, for playwrights to meet one another and share experiences of their industry, three years later the group is still meeting regularly and has around 130 members on its mailing list.

The group is open to all playwrights currently working in the UK, the only criteria being that they must make at least part of their living, however small, by writing plays for the stage. There are no membership fees and no formal structure, and the group's opinions are as diverse and as contradictory as its membership. The group's membership is available for consultation on any professional issues affecting playwrights. Please contact [the.antelopes.group@gmail.com](mailto:the.antelopes.group@gmail.com).

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# 1. INTRODUCTION

The idea of this booklet is to provide a guide to the Guild's three playwrights' agreements that is easier to read and understand than the agreements themselves.

The guide does three things:

- It simplifies the agreements, concentrating on the clauses that matter most to writers and describing them in non-contractual English
- It describes the clauses of the three agreements in the same order (so section four is always commissioned plays, and section eight always writers' rights)
- It alerts writers to the need to claim certain rights at certain points in the process.

It is important that writers and their agents understand that, in negotiating with theatres, there is a great deal in the agreements that isn't in this guide, and the agreements are the legally binding documents.

But although the companies often issue their own form of contract, anything in the contract that conflicts with the relevant summary in this booklet should be challenged.

Because writers will tend to read the description of the agreement under which they're planning to work, the guide repeats definitions and descriptions that are common to all the agreements. Provisions that require the writer to take actions at particular times are emphasised, as are provisions that theatres have been known to ignore.

At the end, there is a headline summary of the key provisions of the agreements.

The key point is that these agreements are binding on the theatres and companies that signed them. Managements cannot offer less beneficial terms to playwrights, whoever they are.

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## 2. THE NATIONAL THEATRE, THE RSC AND THE ROYAL COURT (THE TNC)

The first agreement to be negotiated between playwrights and managements was with the National Theatre, the RSC and the Royal Court, organised as the Theatres National Committee (TNC), and signed in 1979. The Theatres National Committee no longer exists as an entity, but the acronym TNC is used for convenience to describe this agreement.

The agreement was substantially revised twice, in 1993 and 2007.

The first agreement established the basic principles of all playwrights' agreements:

- Writers are paid an upfront fee as well as a percentage royalty
- Writers of non-commissioned plays are paid the same as writers of commissioned plays
- Management participation in a writer's future earnings is limited by a threshold
- Playwrights enjoy a 'bill of rights', including the right to be consulted about personnel, to maintain the play's textual integrity, to attend rehearsals (and to be paid for so doing), and to be consulted over publicity.

The 2007 agreement made some substantial revisions. The main gains for writers were:

- The total up-front fee for a play was increased from £8,467 to £10,000, in all RSC, NT and RC spaces except for the Theatre Upstairs. Following cost of living increases, that total in 2012 is £11,500.
- Loopholes were removed in the rehearsal payment system, ensuring that playwrights are paid not just for attending rehearsals, but for attending workshops and readings, and undertaking other production-related tasks.
- For the first time, the reimbursement of writers' hotel and accommodation expenses was guaranteed, both during rehearsals and during workshops, auditions and research.
- Writers were guaranteed control over the use of clips of their shows in publicity and on theatre websites.

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## 1) What theatres does it cover?

The National Theatre, the Royal Shakespeare Company and the Royal Court.

## 2) Who and what does it apply to?

The agreement applies to writers, whether the play is commissioned or non-commissioned, or an adaptation, a translation or a musical. The agreement only applies to premiere productions.

In the case of an adaptation or translation of a work in copyright, fees and royalties will be divided between the writer and the original author 'in proportions to be mutually agreed between the several parties.' The same system applies to the division between the writer, the composer and lyricist in the case of a musical.

Crucially, the definition of 'writer' includes 'writer of a play created wholly or partly by improvisation', and the 'play' includes any changes made in the text.

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**This means that the writer alone owns the copyright of the play, whether or not others have contributed to its creation or final form. The play includes the stage directions.**

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In the case of an adaptation or translation, the agreement presumes that the company will acquire the rights in the book or play to be translated (unless the writer has purchased them already). The writer and the original author will agree how the royalties – though not the up-front payments – are divided between them.

The theatre is responsible for clearing the rights in incidental music (music covering scene changes or underscoring the action) used in the play. There are some restrictions on the theatre's obligation to clear the rights for interpolated music (music that's an integral part of the show), particularly if this music exceeds 20 minutes or 30% of the play's running time.

The agreement specifies that if an adapted or translated work is out of copyright, then the writer will be treated and paid the same as if s/he was the original writer.

Where the company (or the writer) intends that the play include contributions from someone else in the creative team who isn't a writer, the terms of this collaboration (including financial terms) have to be agreed in advance, before the writer's contract is signed.

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Prior agreement on collaboration is to protect the writer from other members of the creative team claiming to have contributed to the play (and thus being entitled to payment) during or after the production process. It is possible for writers and collaborators to agree that the contributions of each (and therefore their payments) can't be agreed until the play is complete, but the principle that there will or might be a division has to be agreed at the point of commission.

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### 3) How writers are paid

Plays are either commissioned (the company commissions and pays some of the fee to the writer before the play is written) or non-commissioned (when the company decides it wants to produce an already-written play). So that the company is not discouraged from commissioning plays, the total payments in both these cases are the same.

### 4) Commissioned plays

Payments to writers of commissioned plays come in three chunks. They are subject to a cost of living increase, so they tend not to be round numbers. Currently (summer 2012) they are:

- a) The **commission fee**, paid on signature of the contract. This payment is currently: £3,852 (Royal Court upstairs £2,917).

Because the royalty element is so large in big theatres, this payment is set against royalties (so the royalties are reduced by this amount) in spaces with more than 800 seats: the Olivier, the Lyttleton and the Royal Shakespeare Theatre. It is not set against royalties in the Cottesloe, the Swan or the Royal Court Theatre Upstairs. 75% of the commission fee is set against royalties at the Royal Court downstairs.

- b) The **delivery fee**, paid to the writer when the play is delivered. This payment is currently:

£3,852 (Royal Court Upstairs £2,333).

Again, this payment is set against royalties in spaces with more than 800 seats (Olivier, Lyttleton and RST), but not in the Cottesloe, the Swan or the Royal Court Theatre Upstairs. Again, 75% of the delivery fee is set against royalties at the Royal Court downstairs.

If the company doesn't do the play, the writer gets to keep the commission and delivery fee. So the total that the writer gets to keep in these circumstances is £7,704 (£5,250 at the Theatre Upstairs).

- c) The **acquisition fee**, which gives the company the right to do the play and usually means it will do it (though it doesn't have to). This payment is currently: £3,796 (Royal Court Upstairs £1,750).

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At the National and the RSC, this payment is set against royalties. This means that, if the play is accepted and the rights acquired, the writer's royalty is reduced by this figure plus the delivery fee. But, again, if the company doesn't do the play, the writer gets to keep the acquisition fee. So, if the play is accepted, the total that the writer gets to keep whatever happens is £11,500 (£7,000 at the Theatre Upstairs).

d) The **royalty**. If the company does the play, the writer receives a royalty, based on a percentage of net box office receipts. There is a complicated sliding scale of royalties, structured so that the 10% royalty (to which the unions still aspire) is present in the system.

The scale is: for the first 25% of box office capacity, the writer receives 10% of the take; for the next 25%, 5%, for the next 25%, 7.5% and for the final 25%, 10%.

In the big National/RSC theatres, the royalty is reduced by the upfront payments (£11,500). In the small National/RSC theatres the royalty is on top of the upfront payments.

The Royal Court royalty rates are different. The company pays a flat 10% royalty in both its spaces. In the main house, 75% of the upfront money is set against royalties, while 50% of the acquisition fee is set against royalties upstairs. So the downstairs royalty (of 10% for the first run of the play) is reduced by £8,625 and the upstairs royalty (also 10%) is reduced by £875.

## 5) Non-commissioned plays

Payments for non-commissioned plays come in a single chunk, in which the commission, delivery and acquisition fees are combined. So the writer receives £11,500 for the play, and keeps that whatever happens.

If the company does the play, the writer also receives a royalty. But because the royalty element is so large in big theatres, the upfront fee is set against royalties (so the royalties are reduced by £11,500) in spaces with more than 800 seats: the Olivier, the Lyttleton and the Royal Shakespeare Theatre. It is not set against royalties in the Cottesloe, the Swan or the Royal Court Theatre Upstairs.

At the National and the RSC, the royalties are on the same sliding scale as for commissioned plays: for the first 25% of box office capacity, the writer receives 10% of the take; for the next 25%, 5%, for the next 25%, 7.5% and for the final 25%, 10%.

Again, the Royal Court royalty rates are different. The company pays a flat 10% royalty in both its spaces (limited to the first run in the case of downstairs). As outlined above, 75% of the upfront money is set against royalties in the theatre downstairs, and 50% of the equivalent of the acquisition fee is set against royalties upstairs.

So, as with commissioned plays, the downstairs royalty (of 10%) is reduced by £8,625 and the upstairs royalty (also 10%) is reduced by £875.

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## 6) Short plays

Currently, there is no specific category for short plays in the TNC agreement.

## 7) What management gets for its payments

a) **The right to ask for rewrites.** After a commissioned play is delivered, the company has six weeks to tell the writer if it accepts the play, rejects the play or wants rewrites. Then the company and the writer have six weeks to ‘discuss and agree the alterations and revisions.’

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**The rewrites clause implies that the company can’t force the writer to make changes s/he doesn’t want to, but, of course, the company always has the option not to do the play.**

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Then the writer has eight weeks to revise the play accordingly. After the writer has delivered the revised version, the theatre has six weeks to tell the writer if it accepts or rejects the revised play.

If it doesn’t accept the play, the writer keeps the money received so far and all the rights.

With a non-commissioned play, the fee is deemed to include a payment ‘for such reasonable revisions as may be required and agreed to prepare the play for production.’ All the time periods in this section can be altered by mutual consent in writing.

The writer has to make some undertakings to the theatre, including warranties that the play is original and that the writer owns the copyright or has cleared any rights, or informed the company of any quotations (including from lyrics) in the play, and agreed who is going to clear the rights. The writer also has to warrant that the play isn’t libellous or otherwise illegal (‘to the best of the writer’s knowledge, information and belief’). What happens if the company thinks the play is illegal or libellous, but the writer refuses to change the play to avoid legal action, is described in section 8(e) below.

b) **The right to present the play.** If the company accepts the play and pays the acceptance fee, it gains the exclusive right to present the play in the UK, within a year of paying the acceptance fee. If it doesn’t do the play within this time, it can buy two extension periods (currently the fee is £1,735) of six months. These fees are not set against royalties. The writer can’t sell the screen or audio rights in the play while the theatre’s rights remain exclusive. S/he can’t agree to a production anywhere in the world which opens before the company’s own production.

Once it’s opened the play, the company has the right to perform it for a year, but loses this right if it gives fewer than 26 performances. The company keeps its exclusive rights as long as it gives 40 or more performances in a year. If it gives fewer than 40 but more than

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25 performances in a year its right to present the play becomes non-exclusive: in other words, the writer can license another production.

The company can also tour a production of the play anywhere in the world outside the UK (subject to limitations in North America and the English-speaking world). This is a non-exclusive right (so the writer can authorise other productions). The writer can withhold consent for such a tour to happen.

The company can also sub-license the right to perform its production of the play to another company (in the places where it's entitled to perform it).

The company doesn't **have** to do the play; but, if it doesn't the writer gets all his/her rights back and can sell the play to anyone else.

c) **The right to buy options to transfer the play.** If the company presents the play within the correct period, it has the right to take up (and pay for) options to present the play again (and so extend the period of its exclusive rights).

The company has to tell the writer it wants to take up any of these options within six months of the opening. The writer can't refuse to sell any of these options, which will be set against any subsequent royalties. The writer can't sell any other rights in the play (for example screen or audio rights) during the option period without consent from the company. During the period of its licence, the company has the exclusive right to offer its production for televising, radio broadcast or recording for DVD.

The options give the company the right to perform the play in the West End within 18 months of the first performance, and in North America and the English-speaking world within two years of its first performance. The company can also buy an extension of this period for the West End and North America.

Some of the terms and conditions for these transfer productions are stipulated, but these are minimum rates and are negotiable. The minimum rates are: in the West End, the writer gets a 5% royalty (7.5% after recoupment of production costs); in north America it's 5% until recoupment, and in the English-speaking world, a royalty on a sliding scale (5% for the first 50% of box office capacity, 7.5% for the next 25% and 10% for the final 25%). There are also some stipulations about expenses, tickets and consultation.

The options payments are:

- For the West End, including a pre-London tour: £4,600
- For North America: £4,600
- For the English-speaking world: £4,600.

If the RSC puts its own production on in the West End, it is not required to buy a West End option.

The company can also extend its option for the West End for a further six months, or North America for a further six months, on payment of £2,300.

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d) **The rights to earn residuals from a writer's future earnings.** As long as it has given at least 25 performances of the play, the company is entitled to a proportion of the writer's subsequent earnings from the play (from UK productions and selling screen and audio rights) for five years from the last performance of the first run. The level of participation is on a sliding scale: if the theatre has given between 25 and 49 performances, writers pay 10% of their subsequent earnings; if it has presented more than 50 performances, it's 20%.

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The vital caveat on residual payments is that the writer is entitled to earn a sum of money (called the threshold) before s/he pays anything to the originating theatre. The threshold (currently £31,966) includes earnings from foreign productions, publication and merchandise. A play has to be a very considerable success before writers need to pay the company which first presented it any of their subsequent earnings.

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e) **The right to record sections of the play for publicity, archive and other purposes.** The company has the right to make a recording (audio-visual or just sound) of the play for archival purposes. It also has the right to authorise the television or sound broadcasting of excerpts from the play for publicity purposes (as long as no one clip is longer than five minutes, and the total no longer than 15 minutes or 10% of the running time of the play). The theatre is also entitled to use clips (of up to five minutes) in Electronic Press Kits.

In addition, the writer may – but doesn't have to – grant the theatre website rights. To make sure the writer's interests are protected, there is a separate licence which the writer may sign at the same time which allows the theatre to put extracts from the play on its website, which can be signed at the same time as the contract.

The length of this agreement is initially for three years, but it can be renewed for 30 years (or for a period agreed between the parties). The writer has the right to approve (and thus also to veto) extracts, which can't be longer than five minutes individually and 15 minutes (or 10% of the text) in total. The writer is not paid for the use of these extracts, which are to be used for educational and research purposes only.

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**To underline: the writer does not have to agree to grant the theatre website rights, and should consult his/her agent, at the time of signing of the whole contract, before doing so. This section of the agreement was hotly argued and is to be reviewed.**

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f) **The right to a credit when the play is produced again.** If the play is revived, the writer has to require the reviving theatre to acknowledge the premiere performance. This right lasts for ten years from the first performance, and applies to all English language

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professional productions. The writer is also asked to ‘use all reasonable endeavours’ to provide the company with a copy of the programme.

g) **The right to approve the cast list in the published play.** If the play is published, the company has to provide the publisher with the cast list, and the writer has to ‘use all reasonable endeavours’ to see that the publisher checks the cast list, and any other material relating to the company, with the company, before publication.

## 8) The writer’s rights

The writer has a number of rights which the company has to grant. They are:

a) **The right to approve the choice of personnel:** ‘The theatre shall agree with the writer the choice of actors, director, designers, composer, musical director and choreographer of the Play (and any replacements of any of these individuals), provided that due consideration will be given by the Writer to the artistic requirements, financial resources, casting and company policies, and custom and practice of the theatre’

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The approval clause gives the writer the right to be consulted over an expanded list of personnel (now including the musical team and any recasts), and, as s/he can withhold agreement, a power of veto. However the caveats have been made more specific and extensive. The writer must give ‘due consideration’ to the company’s artistic and financial resources, meaning that the writer can’t insist on personnel who are more expensive than the company can afford. The ‘casting and company policies’ and ‘custom and practice of the theatre’ caveats are intended to protect permanent companies, ensembles or cross-cast productions (so the writer can’t ask that all the personnel are brought in from outside) or companies with a particular personnel policy (say, with regard to ethnicity, age or gender).

Ultimately, the writer can refuse everybody the company suggests, but, if s/he does so, then the company retains the right not to do the play.

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b) **The right to attend rehearsals:** The writer has the right to attend all readings, workshops, rehearsals and previews of the play, and the theatre has to give the writer notice of these events. Unlike in the TMA and ITC agreements, there is no stipulation about the writer’s behaviour in rehearsal.

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To be absolutely clear: the writer cannot be excluded from any rehearsals at any time. Directors and managers don’t always remember or know that writers have this right.

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c) **The right to be paid to attend rehearsals and undertake other show-related tasks.** On top of the right to be there, writers have the right to be paid for attending rehearsals.

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They also have the right to be paid for attending readings and workshops, even if these fall outside the rehearsal period. They also have the right to be paid for carrying out any other work on the play (for instance, compiling the programme, undertaking press interviews or attending production meetings) as long as payment for this work is mutually agreed. Research and rewrites are not on this list.

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**There is a careful clause to cover the situation in which it's mutually decided that the writer shouldn't attend rehearsals on a day on which s/he had initially planned to be there. Under these circumstances, the writer shouldn't lose a day's pay. The clause covering this stipulates that, in consultation with the director, the writer and the company have to agree in advance the periods during which the writer will be available and will attend rehearsals, but if, subsequently, it's agreed that the writer will not attend on any agreed dates, s/he nevertheless remains eligible to receive the attendance allowance.**

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The writer cannot be asked to do any other work (literary management, programme compiling) without being paid separately for it.

So the writer should take care to do the following:

After the play is accepted, the writer should ask the theatre for the reading, workshop, rehearsal and production dates of the play.

Before the rehearsal period starts, the writer or agent should agree with the director (and thus with the company) how many days of rehearsal the writer wishes to attend and to be paid for, as well as the other activities to be paid for.

There is no restriction on the number of days that can be agreed, and at the National and the RSC it is often assumed that the writer will attend throughout. At the Royal Court, there is a flat rate for attending rehearsals, which applies however many days the writer attends.

The current (summer 2012) fee for attending rehearsals at the National and the RSC is £29 per half day, £58 per full day and £291 per week. The fee at the Royal Court is £1,151 (for a four week rehearsal period).

**d) The right to be paid expenses for research, rehearsals and other show-related work.** On top of the payments, the writer is entitled to reasonable expenses for research for the play, attending readings, workshops, auditions, production and design meetings, programme compilation, rehearsals, writing show-related articles and engaging in publicity interviews. Writers need to provide receipts or other appropriate documentation.

There is a caveat in the expenses clause: payments are paid 'in accordance with its company policy on expenses'. This is particularly important in regard to location (whether the writer is entitled to accommodation if working away from home). The

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company is required to notify the writer of its expenses policy at or before the agreement is signed, and to inform the writer of any changes in the policy that are made during the rehearsal/production period.

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**Management has to approve expenses in advance and the writer should take care to inform management of what s/he plans to charge. This is particularly important for research. Although it isn't mentioned as such, research costs aren't just travel and accommodation; writers can charge for books and other research materials if agreed in advance.**

**It is vital the writer or the agent looks at the company's current expenses policy. It is possible to negotiate special terms, but it's not easy, and very hard to do in retrospect.**

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e) **The right to textual integrity.** The theatre can't make changes in the text of the play without the writer's permission, providing that s/he is reasonably available for consultation (if not, the agent can respond on his or her behalf). This clause makes clear that any changes in the text belong to the writer, and become part of the play. Specifically, '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.'

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**So the writer's permission must be asked for any changes, s/he has the right to refuse them, and any changes become part of his/her play, whoever thought of them.**

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The only exception to this clause occurs when the company wants the writer to make changes to avoid legal action. Before such a requirement is made, the company has to consult qualified lawyers, pass on their views, and conduct 'meaningful consultation' with the writer, including discussion of how to preserve the play's textual integrity. If the writer still refuses to change the play without having reasonable grounds, and the company isn't prepared to do the play under these circumstances, the company can insist s/he returns all fees.

In negotiations, the managers wanted the right to change the play without the writer's permission, on the grounds that they might have invested a lot in the production and didn't want to have to pull it for legal reasons. But now, ultimately, the writer has the right to withdraw the play if management insists on changes s/he doesn't want to make.

f) **The right to consultation over publicity.** The writer shall be consulted about all marketing materials relating directly to the play that are under the company's control. The materials can be assumed to include programmes as well as leaflets and press releases, but this is not specified. There is a caveat that the writer has to be available to be consulted within three days of being asked.

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By the same token, the writer has to make him/herself reasonably available for agreed interviews and other publicity activities. There are three caveats: the company has to have consulted the writer about the nature of the press campaign, the writer's participation is subject to his/her professional commitments (as notified to the theatre), and the writer can tell the theatre that s/he doesn't want to participate in publicising the play, but only before signature of the contract.

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**Writers who don't want to give interviews must remember to get their agents to tell the company that on or before the date of signing the contract. Further, writers should keep the theatre in touch with their professional commitments during the period leading up the production. They should also make sure they are invited to a meeting in good time to discuss the press campaign.**

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In addition, the writer has the right for his/her name to be displayed on all posters, programmes and publicity materials (except for small newspaper ads), in no smaller type than that of the director and leading actors.

g) **Minor rights.** In addition to the six important rights above, the writer has the right to use a nom de plume, to receive four complimentary tickets for the first night and to attend any performance of the play free of charge (there's a 'subject to availability' caveat here).

## **9) The nature of the agreement**

The TNC agreement is binding on its signatory theatres, and is a minimum terms agreement. The form of writers' agreement, on which individual contracts should be based, specifically states that: 'If this agreement conflicts with the TNC Agreement, this Agreement will prevail to such extent as this Agreement may be more favourable to the Writer.'

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**There is nothing to stop writers or their agents negotiating better terms than those contained in the minimum terms agreement. However, companies are not allowed to offer – and playwrights are not allowed to accept – anything less than the terms of the agreement.**

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## 3. THE THEATRICAL MANAGEMENT ASSOCIATION (TMA)

Closely based on the TNC agreement, the 1986 TMA agreement is the oldest of the three theatre contracts currently in use. Its main principles are:

- Writers are paid an upfront fee as well as a percentage royalty
- Writers of non-commissioned plays are paid the same as writers of commissioned plays
- Management participation in a writer's future earnings is limited by a threshold
- Playwrights enjoy a 'bill of rights', including the right to be consulted about personnel, to maintain the play's textual integrity, to attend rehearsals (and to be paid for so doing), and to be consulted over publicity.

The agreement was revised in 1993, and its financial terms are regularly updated. Negotiations are under way to revise the agreement as a whole.

### 1) What theatres does it cover?

The reps and other subsidised building-based theatres (from Live Theatre, Newcastle to Chichester), London building-based theatres (except for the NT, RSC, the Court and the West End, but including the Almeida, the Bush, Hampstead, the Lyric Hammersmith, the Orange Tree, the Soho and the Tricycle) and some of the large and medium-sized touring companies (including Cheek by Jowl, Out of Joint, Propeller and Graeae). The agreement covers plays the companies present in their own buildings and on tour (except in the West End and at the National, RSC and the Royal Court), including plays for children but excluding theatre in education.

There is a full list of TMA companies covered by the TMA Agreement at the end of this booklet.

### 2) Who and what does it apply to?

The agreement applies to writers, whether the play is commissioned or non-commissioned, or an adaptation, a translation or a musical. The agreement only applies to premiere productions (although, unlike in the TNC contract, this is not specifically stated).

In the case of an adaptation or translation of a work in copyright, fees and royalties are divided between the writer and the original author 'in proportions to be mutually agreed between the several parties'. The same system applies to the division between the writer, the composer and lyricist in the case of a musical. The writer is usually responsible for

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doing the deal with collaborators or the owners of in-copyright works, but managements clear the rights for incidental or interpolated music.

The agreement specifies that if the adapted or translated work is out of copyright, then the writer will be treated and paid the same as if s/he was the original writer.

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**Crucially, the definition of ‘writer’ includes ‘writer of a play created wholly or partly by improvisation’, and the ‘play’ includes any changes made in the text, so the writer alone owns the copyright of the play, whether or not others have contributed to its creation or final form. The play includes the stage directions.**

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A short play is a play that lasts 60 minutes or less.

### 3) How writers are paid

The TMA theatres are divided into three groups for payment purposes (the so-called Middle Range Salary Level or MRSL groups). As with actors, payments to writers are made on these three scales. The list at the end of the booklet shows which theatres and companies fall into which grades.

Plays are either commissioned (the company commissions and pays some of the fee to the writer before the play is written) or non-commissioned (when the company decides it wants to produce an already-written play). So that the company is not discouraged from commissioning plays, the total payments in both these cases are the same.

### 4) Commissioned plays

Payments to writers of commissioned plays come in three chunks. They are subject to a cost of living increase, so they tend not to be round numbers. Currently (summer 2012) they are:

a) The **commission fee**, paid on signature of the contract. This payment is currently:

MRSL 1: £4,435.70

MRSL 2: £3,627.89

MRSL 3: £2,823.19

This payment is kept by the writer whatever happens. It is not set against royalties.

b) The **delivery fee**, paid to the writer when the play is delivered. This payment is currently:

MRSL 1: £2,017.46

MRSL 2: £1,612.51

MRSL 3: £1,612.51

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The delivery fee is set against royalties, so the writer's royalty payment is reduced by this amount. But if the company doesn't do the play, or the royalty doesn't reach this figure, the writer gets to keep the delivery fee. So the total that the writer gets to keep whatever happens is:

MRSLS 1: £6,453.16

MRSLS 2: £5,241.44

MRSLS 3: £4,434.66

c) The **acceptance fee**, which gives the company the right to do the play and usually means it will (though it doesn't have to). This payment is the same as the delivery fee and so is currently:

MRSLS 1: £2,017.46

MRSLS 2: £1,612.51

MRSLS 3: £1,612.51

This payment is also set against royalties, so, if the play is accepted, the writer's royalty is reduced by this figure plus the delivery fee. But, again, if the company doesn't do the play, or the royalty doesn't reach this figure, the writer gets to keep the acceptance fee. So if the play is accepted, the total that the writer gets to keep whatever happens is:

MRSLS 1: £8,470.62

MRSLS 2: £6,853.95

MRSLS 3: £6,047.17

d) The **royalty**. If the company does the play, the writer receives a royalty of 8% of its box office takings. If the royalty is less than the combined delivery and acceptance fee (MRSLS 1: £4,034.92, MRSLS 2: £3,225.02, MRSLS 3: £3,225.02) then the writer receives no royalties. But the writer will receive any royalties above that figure, on top of the initial commission fee.

## 5) Non-commissioned plays

Payments for non-commissioned plays come in two chunks, in that the commission and delivery fees are combined.

a) So the **initial fee** is currently as follows:

MRSLS 1: £6,653.16

MRSLS 2: £5,241.44

MRSLS 3: £4,434.66

A figure equivalent to the **delivery fee** is set against royalties if the play is presented. But, like the commissioned writer, the writer gets to keep these payments whatever happens.

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b) If the play is accepted, then the writer gets the same acceptance fee as a commissioned writer, which is also set against royalties.

c) So the totals the writer will receive if his/her play is accepted (and will keep, whatever happens) are:

MRSLS 1: £8,470.62

MRSLS 2: £6,853.95

MRSLS 3: £6,047.17

d) The **royalty**. If the company does the play, the non-commissioned writer also receives a royalty of 8% of its box office takings. If the royalty is less than the equivalent of the delivery and acceptance fee for a commissioned play (ie the sums in 4 (b) and 4 (c), MRSLS 1: £4,034.92, MRSLS 2: £3,225.02, MRSLS 3: £3,225.02), then the writer receives no royalties. But the writer will receive any royalties above that figure, on top of those sums.

## 6) Short plays

In the case of a short play on its own, the system and structure is exactly the same, except that the writer receives half the sums for a play of 60 minutes or less (but gets the full royalty). If a short play is part of a double or multiple bill, all payments (including royalties) are divided between the writers.

## 7) What management gets for its payments

a) **The right to ask for rewrites**. After a commissioned play is delivered, the company can ask the writer to make 'alterations and revisions', after 'discussions and mutual agreement'.

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**The company can't force the writer to make changes in the play which s/he doesn't want to, but, of course, the company always has the option not to do the play.**

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If the company and the writer agree on changes, the writer has eight weeks to complete them (though this can be extended through mutual agreement). After the revised version is delivered, the company has four weeks to decide whether to accept the play. If it doesn't accept the play, the writer keeps the money received so far and all the rights.

With a non-commissioned play, the company has 60 days from signing the contract to decide to accept the play (and pay the acceptance fee). The company can ask the writer to make mutually-agreed alterations and revisions during this period. If the company decides the play isn't acceptable in its revised form, it can decide not to accept the play, and the writer keeps the money so far and all the rights.

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b) **The right to present the play.** If the company accepts the play and pays the acceptance fee, it gains the exclusive right to present the play within a year, and to go on presenting it for nine months from the first performance.

There are some caveats to this, but this normally means that, from the point of acceptance, no one else can do the play until nine months after the opening.

The company doesn't **have** to do the play but if it doesn't the writer gets all his/her rights back and can sell the play to anyone else.

c) **The right to buy options to transfer the play.** If the company presents the play within the correct period, it has the right to take up (and pay for) options to present the play again (and so extend the period of its exclusive rights).

The company has to tell the writer it wants to take up any of these options within 16 weeks of the opening. The writer can't refuse to sell any of these options, which are set against royalties. The terms and conditions of performances under these options are negotiated separately. The options (and current payments) are:

- United Kingdom, except for the West End: £2,516.10
- The West End, including a pre-London tour: £4,194.19
- USA: £4,194.19
- The rest of the world: £3,354.10.

d) **The rights to earn residuals from a writer's future earnings.** If it has performed the play, the company is entitled to a proportion of the writer's subsequent earnings from the play (including all English-language productions in the UK, publication and screen rights). The percentage the company can claim is on a sliding scale, dependent on the number of performances the company has given (17-24: 5%, 25-49: 10%, 50 or more: 12.5%).

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**The vital caveat on residual payments is that the writer is entitled to earn a sum of money (called the threshold) before s/he pays anything to the originating theatre. The threshold (currently £47,928.68) includes earnings from foreign productions, publication and merchandise. A play has to be a very considerable success before writers need to pay the company which first presented it any of their subsequent earnings.**

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## 8) The writer's rights

The writer has a number of rights which the company has to grant. They are:

a) **The right to approve the choice of personnel:** 'The choice of director, designer and actors shall be subject to prior agreement between the company and the writer.' This means that the writer has effective power of veto.

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However, the writer must ‘have due regard to the manager’s artistic and financial resources’ (and mustn’t unreasonably delay agreement). This means that the writer can’t insist on personnel who are more expensive than the company can afford. The ‘artistic resources’ caveat covers permanent companies (so the writer can’t ask that all the personnel are brought in from outside) or companies with a particular personnel policy (say, with regard to ethnicity, age or gender).

Ultimately, the writer can refuse everybody the company suggests, but, if s/he does so, then the company retains the right not to do the play.

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b) **The right to attend rehearsals:** ‘The writer shall have the right to attend rehearsals at all times and the writer shall at all times pay due consideration to the management’s authority at the place of rehearsal.’

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**To be absolutely clear: the writer cannot be excluded from any rehearsals at any time. Directors and managers don’t always remember or know that writers have this right.**

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The strangely-worded caveat about paying due consideration to the management’s authority is intended to protect companies from ‘Writers Behaving Badly’ (though it is sometimes justified on the grounds of matters like health and safety). When it was negotiated, the union side pointed out that the clause implied that writers were uniquely ill-disciplined (actors aren’t required to sign such a clause), but it was the price of winning the important right to be present in rehearsals.

c) **The right to be paid to attend rehearsals and undertake other show-related tasks.** On top of the right to be there, writers have the right to be paid for attending rehearsals. They also have the right to be paid for carrying out other work on the play (for instance, contributing to or compiling the programme, undertaking press interviews or attending production meetings), as long as payment for this work is mutually agreed.

Although research and rewrites are on the list of activities, the placing of this clause suggests that this does not cover payment for researching the play before it is written, or rewriting of the play outside the rehearsal period.

The company **has** to pay for 12 days of rehearsal attendance (or other work), as long as the writer undertakes it. Anything on top of this has to be negotiated in advance. There is a general presumption in TMA theatres that the minimum 12 days is the maximum, but it doesn’t have to be.

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So the writer should take care to do the following:

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**Before writing the play, the writer (or agent) should agree payment with management for any research for the play.**

**Before the rehearsal period starts, the writer or agent should agree with the director (and the company) how many days of rehearsal s/he wishes to attend and be paid for, as well as the other activities s/he should be paid for. This could be time-restricted but doesn't have to be: the writer and company could agree that all work on the programme, or all rehearsal rewrite days, or all press interview or production meeting days, should be paid for.**

**If it's apparent that not enough time has been agreed in any category, the writer or agent should contact the management to negotiate extra time. The management can refuse, but the writer can also refuse to do unpaid work at any stage.**

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The daily fee for any of this work is currently as follows (12 days in brackets, but remember 12 days is only the minimum, **not** the maximum):

MRS1 1: £59.51 (£714.12)

MRS1 2: £52.20 (£626.40)

MRS1 3: £48.00 (£576.00)

**d) The right to be paid expenses for research, rehearsals and other show-related work.** On top of the payments, the writer is entitled to reasonable expenses for research for the play, attending production meetings and rehearsals and engaging in publicity interviews.

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**Management has to approve expenses in advance and the writer should take care to inform management of what s/he plans to charge. This is particularly important for research; expenses are paid for 'carrying out research for the play at the manager's request', so needs negotiating before it's undertaken.**

Although it isn't specified as such, research costs don't just cover travel and accommodation; writers can charge for books and other research materials if agreed in advance.

**e) The right to textual integrity.** 'The Manager shall not permit nor permit others to make any omissions from or alterations or additions to the text, stage business or title of the Play ... without the written approval of the Writer.' The clause is complicated but it means that the management can't let anyone change the play (including stage directions and title) without the writer's permission, and that any changes in the play (again, including stage directions) become 'the sole property of the writer'.

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**So the writer's permission must be asked for any changes, s/he has the right to refuse them, and any changes become part of his/her play, whoever thought of them.**

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f) **The right to consultation over publicity.** The writer shall be consulted about the design and content of programmes and all other publicity material. This is a management responsibility – the writer doesn't have to ask to be consulted.

The caveats are that the writer has to be reasonably available for consultation (s/he can't insist on this right if on an inaccessible holiday in the week of a publicity deadline), that the publicity material has to relate directly to the writer or the play (which seems to cover everything) and the publicity has to be under the manager's control (ie, it isn't a media interview or feature).

Whether consulted or not, the writer has the right for his/her name to be displayed in all posters, programmes and publicity materials (except for small newspaper ads), in no smaller type than that of the director and leading actors.

g) **Minor rights.** In addition to the five important rights above, the writer has the right to use a nom de plume, to receive four complimentary tickets for the first night and to attend any performance of the play free of charge (there's a 'subject to availability' caveat here). The writer cannot be asked to do any other work (literary management, programme compiling) without being paid separately for it.

## **9) The nature of the agreement**

The TMA Agreement is obligatory on the signatory theatres to which it refers (see clause 1 above). Although this is never specifically stated, the TMA Agreement is a minimum terms agreement.

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**There is nothing to stop writers or their agents negotiating better terms than those contained in the minimum terms agreement. However, companies are not allowed to offer anything less than the terms of the agreement.**

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## 4. THE INDEPENDENT THEATRE COUNCIL (ITC)

The ITC Agreement was the final agreement to be negotiated. Because practices, forms of work and the role of the writer are much more varied in the small-scale sector, reaching the agreement was a lengthy process. The agreement was ratified in 1991, and substantially revised in 2002.

It takes the form of a collective agreement (defining terms and outlining procedures), a section defining the minimum terms and conditions, and a model contract.

The agreement's financial terms are regularly updated. Negotiations are under way to revise the agreement as a whole.

### 1) What theatres does it cover?

The ITC is the management organisation for small-scale theatre. The ITC companies listed in 2002 (when the current agreement was signed) include Clean Break, DV8, Eastern Angles, Forest Forge, Hull Truck, Kali, Kneehigh, Pentabus, Red Shift, the Soho, Tamasha, Tara and Theatre Alibi. There are also several theatre-in-education companies. Some of these companies are now part of the TMA, for example, Hull Truck and the Soho.

### 2) Who and what does it apply to?

The agreement applies to writers, whether the play is commissioned or non-commissioned, an adaptation, a translation or a musical.

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**Importantly, writers covered include a 'designated writer where the company is working through a devising process'.**

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A full-length play is one longer than 70 minutes (excluding intervals). Short plays are shorter than that. There is provision for special terms for 'exceptionally short' plays.

### 3) How writers are paid

There is an agreed single fee for various lengths of play that applies to all ITC companies, with a royalty on top. The total fee for a full-length play is currently £7,880.

### 4) Commissioned plays

Payments to writers of commissioned plays are made in four or five chunks, represented as percentages of the total fees for each length of play (figures for full-length plays).

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a) A **treatment fee** of 10% of the total (so £788 for a treatment of a full-length play). This can be paid before the contract is signed, and thus could be the only sum the writer is paid.

b) A **commission fee** paid on signing the contract of 40% of the fee (£3,152) or 50% (£3,940) if a treatment isn't asked for.

c) A **delivery fee** of 25% of the fee (£1,970) when the 'first full draft of the script' is delivered.

d) An **acceptance fee** of 15% of the fee (£1,182) paid when the company decides to produce the play.

e) A **first performance fee** of 10% of the fee (£788) is paid.

So, whatever happens, if the writer delivers a full draft, s/he will receive £5,910

f) **Royalty.** If the company does the play, the writer receives a royalty of 8% of net box office receipts, but only once the manager has received £53,090 of net income (box office plus other earnings like programme sales).

The commissioned play system also applies to an 'existing unperformed script'. However, there is also a separate breakdown of payments for non-commissioned plays, which are defined in the same way.

## 5) Non-commissioned plays

Payments for non-commissioned plays come in two or four chunks.

a) A **contract-signing fee** of 70% of the fee (£5,516 for a full-length play) paid on signing the contract. If no rewrites are required, this fee is 90% of the total fee (£7,090).

b) If rewrites are required, a **rewrite fee** of 10% (£788) is paid when rewrites are delivered.

c) If rewrites have been required and are accepted, an **acceptance fee** of 10% (£788) is paid.

e) A **first performance fee** of 10% of the fee (£788) is paid.

f) **Royalty.** If the company does the play, the writer receives a royalty of 8% of net box office receipts, but only once the manager has received £53,090 of net income (box office plus other earnings like programme sales).

Unlike the TMA and TNC contracts, the ITC agreement covers second and further productions of plays by another company. In this case, the writer is paid a royalty of £53.50 per performance, or 8% of the total box office take, whichever is the greater.

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## 6) Short plays

The total fees for various lengths of play are currently as follows:

£7,880 (over 70 minutes)

£5,254 (30-70 minutes)

£2,626 (under 30 minutes).

## 7) What management gets for its payments

a) **The right to ask for rewrites.** When the play is commissioned, the writer and the company must agree (in writing) a delivery date for the treatment (if there is one) and the first full draft, a schedule of script development meetings and any work with actors during the writing period, and any dramaturgical input.

Having received the script, the company has six weeks to discuss the play with the writer. If no rewrites are required, the company has a further three weeks to decide whether to produce. If rewrites are required, a period is agreed (with a maximum of six weeks). Following delivery of rewrites, the company has three weeks to decide whether to produce the play. The same system applies to a non-commissioned play.

b) **The right to present the play.** The writer gives the company the exclusive right to present the play in the UK (other than in the West End) and non-exclusively abroad (in other words, the writer can license other productions abroad), from the date of the decision to produce to a year after the first performance.

c) **The right to buy options to extend its rights to produce the play.** The company can buy an option to continue presenting the play ('substantially in the original production') for a further year, for £758 (it has to continue paying royalties of course).

It can extend this arrangement for further periods of a year, up to three years after the first paid performances, for a payment of £152 for each year-long extension.

'Substantially in the original production' means that the production has the same director and designer, and at least half the original cast.

d) **The right to earn residuals from a writer's future earnings.** If it has performed the play, the company is entitled to 8% of the writer's net earnings from the exploitation of the play, for a period of five years.

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**The vital caveat on residual payments is that the writer is entitled to earn a sum of money (called the threshold) before s/he pays anything to the originating company. Currently the threshold is £30,336. A play has to be a very considerable success before writers need to pay the company which first presented it any of their subsequent earnings.**

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This clause does not apply to second or further productions of existing plays.

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## 8) The writer's rights

The writer has a number of rights which the company has to grant. They are:

a) **The right to approve the choice of personnel.** 'The manager shall consult and mutually agree with the writer on the choice of director designer and actors.' This means that the writer has effective power of refusal.

However, the writer must 'have due regard to the manager's artistic and financial resources' (and mustn't unreasonably delay agreement). This means that the writer can't insist on personnel who are more expensive than the company can afford.

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The 'artistic resources' caveat covers permanent companies (so the writer can't ask that all the personnel are brought in from outside) or companies with a particular personnel policy (say, with regard to ethnicity, age or gender). The ITC contract specifies that 'the manager and writer shall follow the ITC policy on integrated casting'. Ultimately, the writer can refuse everybody the company suggests, but, if s/he does so, then the company retains the right not to do the play.

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b) **The right to attend rehearsals.** 'The writer shall have the right to attend rehearsals and shall at all times pay due consideration to the management's authority at rehearsal.'

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**To be absolutely clear: the writer cannot be excluded from any rehearsals at any time. Directors and managers don't always remember or know that writers have this right.**

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The strangely-worded caveat about paying due consideration to the management's authority is a version of the clause agreed with the TMA, and is intended to protect companies from 'Writers Behaving Badly' (though it is sometimes justified on the grounds of matters like health and safety). In the TMA negotiations, the union side pointed out that the clause implied that writers were uniquely ill-disciplined (actors aren't required to sign such a clause), but it was the price of winning the important right to be present in rehearsals.

In addition, under the ITC agreement, the manager is required to give three months' notice of the rehearsal period.

c) **The (limited) right to be paid to attend rehearsals and undertake other show-related tasks.** The company can require the writer to attend six days of rehearsal for nothing, but if the writer is required to attend any additional days, s/he is paid a fee of £56 per day. Any rewrites agreed in rehearsal are covered by the writers' fee.

In addition, the writer may be required to give interviews (subject to prior professional commitments), to attend one evaluation meeting after the show opens, and

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to attend up to three pre/post-show discussions (any further attendance is to be paid for at the daily rate of £57.50).

d) **The right to be paid expenses for research, rehearsals and other show-related work.** On top of any other payments, the writer is entitled to expenses for travel connected with casting sessions, script development, working attendance at rehearsals, attending first performances, publicity interviews, follow-up workshops and any other agreed attendance.

Travel costs exclude first-class, peak-time fares and air fares (unless agreed with the manager). Reasonable accommodation costs will be met, again subject to advance agreement. Receipts are required. On overnight stops, the writer is entitled to a reasonable meal or to reimbursement of actual meal costs, to a maximum of £15.20 a day.

e) **The right to textual integrity.** The clause is simple, pretty comprehensive and unambiguous: ‘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.’

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**So the writer’s permission must be sought for any changes, s/he has the right to refuse them, and any changes become part of his/her play, whoever thought of them.**

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The only element in other agreements which this leaves out is the specification that stage directions are part of the script and thus of the writer’s copyright.

f) **The right to consultation over publicity.** The writer has the right to be consulted over programmes and publicity and is required to cooperate with the company in publicising the play.

g) **Minor rights.** In addition to the five important rights above, the writer has the right to three complimentary tickets for the first performance and the press night (where applicable), and one free seat to any performance (subject to availability).

## 9) The nature of the Agreement

The ITC agreement is a minimum terms agreement.

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**There is nothing to stop writers or their agents negotiating better terms than those contained in the minimum terms agreement. However, companies are not allowed to offer anything less than the terms of the agreement.**

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# Appendix 1

## The Writers' Guild Agreements

### Headline provisions

#### 1) What theatres do they cover?

The **Theatres National Committee** (TNC) agreement covers the National Theatre, the Royal Shakespeare Company and the Royal Court.

The **Theatrical Management Association** (TMA) agreement covers the reps and other building-based companies, the London building-based theatres (except for the NT, RSC and Royal Court) and some of the large and medium-sized touring companies.

The **Independent Theatre Council** (ITC) agreement covers small-scale theatre.

#### 2) Who and what do they apply to?

The agreements apply to writers. There are provisions for earnings to be divided between writers in the case of adaptations, translations or collaborations.

#### 3) How writers are paid

Plays are either commissioned or non-commissioned. The total payments in both these cases are the same. Playwrights also receive royalties.

#### 4) Commissioned plays

Under the TNC and TMA agreements, writers are paid on commission, delivery and acceptance of their script. Some or all of such payments may be set against royalties (box office percentage) if the play is produced.

Under the ITC agreement, writers can also receive a commission and receive a first performance fee.

#### 5) Non-commissioned plays

Under all three agreements, the writer receives the full fee when the theatre decides to do the play. Under the ITC agreement, there is a designated fee for second and further productions of existing plays.

#### 6) Short plays

Currently, there is no specific category for short plays in the TNC agreement. Under the TMA, a short play is one lasting 60 minutes or less. Under the ITC agreement, there are three categories: over 70 minutes, 30-70 minutes and under 30 minutes.

#### 7) What management gets for its payments

- The right to ask for rewrites
- The right to present the play

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- The right to buy options to transfer the play
  - The right to earn residuals from a writer's future earnings.

In addition, under the TNC agreements, management has:

- The right to record sections of the play for publicity, archive and other purposes (if the playwright agrees)
- The right to a credit when the play is produced again
- The right to approve the cast list in the published play.

#### **8) The writer's rights**

The writer has a number of rights which the company has to grant. They are:

- The right to approve the choice of personnel
- The right to attend rehearsals
- The right to be paid to attend rehearsals and to undertake other show-related tasks
- The right to be paid expenses for research, rehearsals and other show-related work
- The right to textual integrity
- The right to consultation over publicity.

#### **9) The nature of the agreement.**

All three agreements are binding on their signatories and are minimum terms agreements. Writers or their agents can negotiate better terms. However, companies are not allowed to offer – and playwrights are not allowed to accept – anything less than the terms of the agreement.

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# Appendix 2

## TMA/Equity MRSL Grades 2012-2013

### GRADE 1

Almeida Theatre	Edinburgh, Royal Lyceum
London, Regent's Park Open Air Theatre Ltd	Plymouth Theatre Royal
Birmingham Repertory Theatre	Glasgow, Citizens
Manchester, Royal Exchange Theatre	Sheffield Theatres Trust Crucible Theatre
Bristol Old Vic	Headlong Theatre
Mold Clwyd Theatr Cymru	Complicité
Chichester Festival Theatre	Leicester Curve
National Theatre of Wales	Theatr Genedlaethol Cymru
Children's Touring Partnership	Liverpool & Merseyside Theatres Trust
Northern Stage	Wales Millennium Centre Theatre
English Touring Theatre	London, Lyric Hammersmith
Nottingham Playhouse	West Yorkshire Playhouse

### GRADE 2

Belfast Lyric Theatre	Pilot Theatre Company
London Tricycle Theatre	Hornchurch Queen's Theatre
Cardiff Sherman Cymru	Salisbury Playhouse
London Unicorn Theatre for Children	Hull Truck Theatre Co.
Cheek By Jowl	Scarborough Stephen Joseph Theatre
London Young Vic Theatre	Ipswich New Wolsey Theatre Company
Colchester Mercury Theatre	Shared Experience
Manchester Contact Theatre Company	London (Wimbledon) Polka Theatre for Children
Coventry Belgrade Theatre	Southampton Nuffield Theatre
Newcastle-under-Lyme New Vic Theatre	London Hampstead Theatre
Derby Theatre	Wales Millennium Centre Studio
Northampton Theatres Trust	London Royal Court Theatre Upstairs
Donmar Warehouse	Watford Palace Theatre
Out of Joint	London Theatre Royal Stratford East
Dundee Rep	

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## GRADE 3

Basingstoke Haymarket Theatre (Anvil)  
London (Richmond) Orange Tree Theatre  
Birmingham mac  
London Soho Theatre  
Bolton Octagon Theatre  
Milford Haven Torch Theatre Company  
Cheltenham Everyman  
Newbury Watermill Theatre  
Chester Performs  
New Wimbledon Theatre Studio  
Harrogate Theatre

Nottingham Roundabout Theatre  
Keswick Theatre by the Lake  
z Coliseum Theatre  
Lancaster Duke's Playhouse  
Theatre Centre  
Library Theatre Company  
Yellow Earth Theatre Company  
London, Greenwich Theatre  
York Theatre Royal  
London, Bush Theatre

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The WGGB advises that you should, where appropriate, always seek expert professional advice from the WGGB, or an agent belonging to the Personal Managers' Association, or a solicitor with relevant experience.





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