

# The Working Playwright

Engaging with  
Theatres

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# Contents

<b>1</b>	Unsolicited Scripts .....	<b>4</b>
<b>2</b>	Script Reports And Feedback .....	<b>6</b>
<b>3</b>	Creative Relationships .....	<b>8</b>
<b>4</b>	Mentoring .....	<b>10</b>
<b>5</b>	Attachments .....	<b>11</b>
<b>6</b>	Seed Commissions .....	<b>13</b>
<b>7</b>	Workshops .....	<b>15</b>
<b>8</b>	Rehearsed Readings .....	<b>17</b>
<b>9</b>	Scratch Nights .....	<b>19</b>
<b>10</b>	Treatments .....	<b>21</b>
<b>11</b>	Site-Specific/Site-Generic Theatre .....	<b>23</b>
<b>12</b>	Collaborative Development .....	<b>25</b>
<b>13</b>	Portmanteau Plays .....	<b>28</b>
<b>14</b>	Working With Schools .....	<b>29</b>
<b>15</b>	Community Plays .....	<b>32</b>
	Best Practice Guidelines .....	<b>34</b>

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# THE WORKING PLAYWRIGHT

## ENGAGING WITH THEATRES

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. UNSOLICITED SCRIPTS

In the 1990s, an uplift in theatre funding meant many companies stopped simply receiving plays and started developing playwrights. The changing climate brought such a growth in new writing that certain theatres now receive more than 2,000 unsolicited scripts a year. Ten years on, the economic reality is that they cannot process them in the way they once did.

As a result, some have stopped reading unsolicited scripts altogether. A few say they don't but actually do and all have been forced to prioritise. Theatres may have the same desire to engage with new work but financial pressures can mean scripts are now read at specified times of the year only. To find plays with potential, a team may 'speed-read' the first ten pages of each one and set aside the most promising for a full reading or select a certain number for a critical response.

A clear and accessible script-reading policy on the company's website will include details on how to submit, how long it takes to process, what happens once a script is read and what the theatre's individual policy is. Some accept scripts by email only and don't feed back unless they wish to take the play further; others accept hard copies only and give a reader's response to each one. A clear statement helps to keep writers informed, manages expectations and prevents companies from receiving scripts they don't have the resources to read.

How their literary policy is expressed will also say much about a company's openness to writers. The Royal Court calls for 'exciting new plays that ask bold questions about the way we live now', while Soho Theatre invites work that 'offers a sense of pleasure in risk-taking, has a spirit of bravery and explores a radical vision'. Such statements seek to enable, inspire and empower writers. Those who lead on what they don't want to receive may not be a company you wish to entrust your work to.

Writers need to research all this and more before they submit. You should also bear in mind that a clean, clear text gives a reader the best chance of entering the world of your play. Don't feel patronised if a script policy states requirements for line spacing, fonts and page numbers, as it pays to make it as easy as possible for the words to come elegantly off the page and into the imagination of a reader who may have already looked at several scripts that day.

However, even if they love your work, it's fair to say that theatres rarely produce an unsolicited script from a new writer. It's far more likely to be the start of a creative conversation that can eventually lead to a commission or production of a new or different play. Crucially, submitting a script is no longer the sole point of entry for new writers. Literary staff attend readings, workshops and self-funded productions in search of exciting new voices, so explore different ways of promoting your work. An initiative

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such as Bush Green, where playwrights upload their scripts onto a public website, is one example of the new opportunities for emerging writers to engage with theatres.

New writing awards are another chance for unsolicited scripts to be recognised. There are notable examples of plays turned down by theatres winning a top prize, but competition is rising. The growing number of awards each has a different criteria: the Bruntwood Prize offers £16,000 for an original and unperformed script with a year-long attachment to the Manchester Royal Exchange; the Alfred Fagon recognises performed and unperformed plays from British playwrights of Caribbean and African descent; the Brian Way Award celebrates the best new plays for young people professionally produced or commissioned and performed in the UK.

With such a proliferation, companies report a confusion of expectation from many entrants. Will I get prestige, prize money and/or a production? Once again, it is important for writers to study the requirements of each competition to ensure submissions are appropriate and eligible. Winning an award puts a welcome spotlight on the play but won't always lead to a production, even with theatres that make a commitment to developing the work. Awards are rarely a short-cut to success and no writer has yet won a career.

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## **We recommend that:**

- **Playwrights are realistic and theatres clear about how rarely unsolicited scripts are produced**
- **Companies post a clear script-reading policy on their website, giving information on their individual requirements and response**
- **Artistic policy seeks to inspire and empower new writers**
- **Playwrights don't regard submissions as the only entry route**
- **Playwrights seek clarity on the entry criteria for new writing awards and competitions.**

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## 2. SCRIPT REPORTS AND FEEDBACK

No theatre will guarantee to give feedback on a writer's work, especially in the current climate. Script development agencies have been hit particularly hard in recent times with closures across the country. It is becoming more difficult for emerging writers to gain professional feedback when companies are prioritising production over support.

When theatres do respond to unsolicited scripts, it may be in the form of a written report by an unnamed reader. Writers hope a reader will set aside personal taste and be sensitive to what their script sets out to achieve, asking open questions rather than making generalised statements or value judgments. The most useful reports identify a script's strengths and weaknesses in a way that assists in redrafting, or at least helps the writer to understand why the theatre is not the best home for their particular script.

A script report can begin with a summary of the play, followed by analysis of character, plot, language and theatricality. It may conclude with its success as a piece of writing. Readers may also be asked to give an honest assessment of the play's potential for further development, which may not be sent to the writer. A positive report rarely means a theatre will produce the play but it could be the start of a creative relationship with the writer.

In contrast, a badly written script report can undermine the writer and the reputation of a company. For this reason, theatres must ensure readers are adequately experienced and trained for the job. Script reading is not a well paid activity and many writers have concerns about readers' credentials. If theatres wish to protect the identity of their readers, general information on whom they employ and how they are prepared for the role would help to instill confidence in the process.

For your part, writers must recognise constructive criticism as a legitimate response to a professional submission. Reports are often your first experience of an industry in which your work will be constantly judged, assessed and criticised. Learning to handle it professionally and dispassionately is a skill that will serve you well throughout your career.

Some new writing companies are now requesting that writers pay to submit a script and receive a report. They see this as an additional service to their core activity of producing plays and argue that supporting writers in this way means moving resources from producing plays. However, charging writers is not a move the Writers' Guild can endorse. There are many other ways to receive feedback on your work: attending courses,



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identifying critical friends and joining peer organisations. Dramaturgy is a subjective activity and a range of opinions is ultimately of greater value than one.

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### **We recommend that:**

- **Script reports ask open questions and are sensitive to what the script sets out to achieve**
- **Script readers are experienced practitioners and trained to write a constructive report**
- **Writers handle constructive criticism professionally and dispassionately, and seek a range of opinions on their work**
- **Writers do not pay for a reader's report from a theatre company.**

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### 3. CREATIVE RELATIONSHIPS

A good script report may hopefully lead to a meeting with a theatre. This might be with an Artistic Director, Associate Director, Literary Manager or Creative Reader, all of whom may have responsibility for developing new writing for a company. For the purposes of these guidelines, we will collectively refer to them as ‘the dramaturg’.

Before the meeting, it is quite reasonable for writers to ask specifically what will be discussed. Is the meeting purely to make contact or is the company keen to develop the play? If not, are they interested in new ideas or do they have a development opportunity in mind? The first meeting between a writer and a theatre is inherently unequal, unless you’re in the happy position of several theatres vying for your script. If not, a clear sense of its purpose will empower the writer and enable you to prepare accordingly.

If the dramaturg wishes to discuss a specific script, this can set in motion a key artistic relationship. Writers are advised to take the dramaturgy of their play seriously: a sympathetic ally, sounding board, sparring partner and objective eye can have a transforming affect on your work. Yet how this is brokered by the dramaturg is crucial. Each writer is different, so no template or formula can be applied to a relationship that should be newly minted each time it’s made. New, emerging and mid-career writers have different needs and requirements, and within this, each one is an individual with a unique approach to their work.

A skilled dramaturg respects the writer’s authorship and enables you to take responsibility for your work. They ask questions that help strengthen your convictions, justify your choices and encourage you to meet the challenge of a new draft. They do not wish to simply espouse opinions and turn the pages of your script but they may take a robust approach to help move the work forward. Solutions may not come immediately, so writers are wise to reflect on feedback before judging how well a meeting has gone.

Building a relationship of mutual trust takes time but it starts with clear communication on both sides. When offering a development opportunity to a writer, the brief should be clear from the start. With the best of motives, theatres often tell writers to ‘write the play you want to write’, only to reveal later that what they meant was ‘the play you want to write, as long as it has four characters, no set, runs for 90 minutes and is targeted at an 18-24 year old demographic’.

Early talks should clarify the play or project’s subject matter, themes, length, audience and cast size. The company should draw up a letter of agreement covering: time-frame and agreed deadlines; future meetings and consultation; means of communication and the process of feedback; fee and schedule of payments. Both parties must address problems as soon as they occur and seek clarification on anything vague or opaque. The

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writer must ensure their deadlines are realistic and make every effort to meet them. If you cannot, give advance warning and a good reason why.

If significant changes occur in the writing process, they should also be discussed with the theatre. There may be a strong creative argument for adding a third character to your two-hander but be sure the company can afford the extra actor before you write them in. It is inevitable that financial restrictions will affect artistic choices but there are no limits to your imagination. The nature of the form means playwrights are tasked with finding creative solutions to practical problems and this applies from the National Theatre to a village hall. The best companies create the conditions in which those solutions do not feel like compromise.

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## **We recommend that:**

- **Theatres are clear as to why a meeting is called, enabling the writer to prepare accordingly**
- **Dramaturgs respect the writer's authorship and empower you to take responsibility for your work**
- **Writers respect the expertise of the dramaturg, reflecting on feedback before making decisions**
- **Theatres clearly define a brief with the writer at the outset**
- **Writers inform the company of significant changes in plotting, cast size and resources required for the play.**

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## 4. MENTORING

Some theatres see the value of offering peer support to writers. This involves pairing playwrights at an early stage of their development with a more experienced writer who can mentor them through the writing process. Although paid for by the producer, mentoring works best when viewed as an independent relationship in which the mentor can advocate on behalf of the writer and act as an ‘honest broker’ between the two parties.

Typically, both parties will meet regularly for one-to-one sessions on a script-in-progress. Sessions may take place over a series of weeks or months as the work develops. The mentor may be asked to report back to the producer and to discuss the writer’s progress. However, the mentor’s job is not to be a messenger for the producer or to steer the writer in a pre-arranged direction.

Like most aspects of the development process, mentoring can be seen as invaluable support or unwelcome intrusion. As its success depends on the individual relationship between the two parties, mentor and mentee should use their first session to get to know each other and see whether they can take the relationship forward. Both need to be clear on how often they meet, how long the sessions will last, what (if any) contact they will have between sessions and what outcome they are aiming for. This can be mutually agreed between the writer/mentor and the producer.

Where the mentoring arrangement is set up independently of a theatre we recommend a simple written agreement between the writer and mentor. As well as setting out the number of meetings, other contact (if any), desired outcome and schedule of payments to the mentor, the agreement should ensure that the writer has control over how work-in-progress is shared with theatres.

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### **We recommend that:**

- **Mentoring is viewed as an independent relationship in which the mentor advocates on behalf of the writer**
- **Mentor and mentee have an initial meeting to decide if they can take the relationship forward before committing**
- **Both parties begin with a clear sense of how they will work together and what outcome they are aiming for**
- **Writers working with mentors independently draw up a written agreement that includes control over how work is shared with theatres.**

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## 5. ATTACHMENTS

Theatres can make a short-term commitment to a writer through an attachment scheme. The model derives from the National Theatre Studio, which offers a two-month attachment for roughly one-third of a standard commission fee. Here, writers are resident in the studio, with their own desk, computer and phone. They have the freedom to explore their ideas but are under no pressure to deliver a play and the National has no obligation to produce.

This model has been adapted in many ways. Theatres may have writers on attachment for up to a year and others have 'locked in' writers on weekend workshops where they produce a 40-minute play. Tinderbox runs an attachment that offers a development fund, half a commission fee for 'writing time' and a year's dramaturgical support and mentoring. Unicorn Theatre and Birmingham Rep set up Emerge, that sought to identify writers who can write new plays with a child's or young persons perspective at the centre.

There are fewer opportunities to become a writer-in-residence in the current funding climate, although the Pearson Playwright's Scheme still enables writers to become integrated in the life of a theatre. Attachments bring writers into buildings in a similar way. In addition to a fee, an attachment can include free tickets, access to rehearsals and genuine opportunities to build relationships with building-based colleagues.

In some companies, the chance to engage in all aspects of the theatre's work has included time on the box office and lighting desk. If this is the case, the benefits to the writer (rather than the theatre) must be carefully considered and fully justified. Writers need to decide if they want to experience all aspects of theatre or just want to write and companies must be confident they are not drafting in writers as free labour.

Companies who are not building-based also offer attachments. Although a touring or profit-share company may not provide a physical space to work in, they can offer dramaturgical support, contacts and credibility to an emerging writer. There is value to this kind of recognition and some writers feel more comfortable working in their own surroundings and engaging with the theatre in different ways. Again, writers who are offered an attachment need to identify the precise nature of the relationship and how it will benefit your work.

Theatres must also be clear in how much they expect the writer to produce for what is often a much lower fee than a full commission. An attachment might be a way for a new writer to develop a script with professional support but expecting a fully-formed play is unreasonable. Writers must be paid for redrafting and theatres ought to consider paying for an option on a play produced under attachment. Some theatres are moving towards a model where playwrights are required to describe their ideas in advance of their

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attachment. The risk of this is that it starts to mirror the commissioning process, without the appropriate fee and conditions.

At the beginning of an attachment, companies must issue a contract or letter of agreement that outlines the terms. This should be discussed with the writer and amended if necessary before the attachment starts. Ideally, the theatre and writer should discuss and agree the goals for the attachment. These should be reviewed halfway through and evaluated at the end. As with all aspects of development, both parties must ensure they are clear on the terms of the attachment, honour the agreement they have made, use their time as creatively as possible and raise problems when they occur.

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## **We recommend that:**

- **Attachments give writers the freedom to explore their ideas and engage in a meaningful way with a company**
- **Writers are not expected to deliver a completed play for a percentage of a full commission fee**
- **Theatres and writers sign up to agreed goals, which are reviewed and evaluated as the attachment progresses.**

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## 6. SEED COMMISSIONS

As the name suggests, a seed commission offers a small fee of £1,000-2,000 for a writer to begin a specific piece of work that could grow into a full commission, although there is no obligation for either party to progress it in this way. The offer is made in the hope it will build a relationship between theatre and writer, and has the potential to come to fruition as a production.

Seed commissions may be offered as a result of an unsolicited script or a writer's participation in a theatre-run group or scheme. They can involve working with another artist or literary staff. At present, it is a form unrecognised in industry agreements but payments made can be taken into account in the contract for a full commission. Some writers feel this deduction means they have effectively written the seed commission for free and with this in mind, we would encourage companies to treat seed commissions as separate agreements.

The idea is interpreted in many different ways. The Adrienne Benham Award for emerging playwrights for young people consists of a £2,000 seed commission and attachment to Theatre Centre. To mark the importance of theatre as the first home for many writers, BBC Writersroom has a partnership programme whereby writers with an early-stage relationship with a theatre can receive a seed commission of £1,000 which they loosely describe as 'the beginning of an ongoing commitment'.

Theatres should be as clear as possible as to what may happen at the end of the commission and be honest about the factors which will influence this: for instance, if the artistic director has final say on production or if a future life for the piece is dependent on funding. As with attachments, it's important to state how the decision is made on taking a fledgling play to full commission. Is the writer expected to produce a full synopsis and sample scene or a first draft? Will their work be passed on to the artistic director to read or given a rehearsed reading? How long will it take before a decision is made?

The terms of a seed commission vary from theatre to theatre, so writers must be sure they are happy with the offer being made and clear what they are signing up to. You are quite within your rights to ask what exactly you'll be expected to deliver for the fee, as a first draft is a very different prospect to, say, the outline of an idea with sample scenes. A written agreement will help to clarify the terms on which a seed commission begins – and ends.

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### **We recommend that:**

- **Seed commission payments should not be set against any subsequent full commission**

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- **Payments under a full commission are not reduced because the writer has received an earlier seed commission or other payment for the play**
  - **Theatres are as clear as possible about what may happen at the end of the seed commission**
  - **Writers ensure they are happy with the offer and know what they are expected to deliver.**



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## 7. WORKSHOPS

As part of the development process, companies may facilitate a script workshop with actors and a director. This is an opportunity to hear a work-in-progress or ‘put it on its feet’ in a rehearsal room. Writers are encouraged to test and explore the script and may be expected to rewrite as they work. A development workshop can typically run from a day to a week and may lead to a presentation to an invited audience but it is not in any sense a production. Nor is it a rehearsal or an audition for actors, which the director is advised to make clear at the outset.

Companies need to gauge whether a workshop is useful to each individual play and playwright. What worked perfectly for one writer may be counter-productive for another. Some writers don’t wish to expose unfinished work in this way and find rewriting becomes pressured and reactive as a result. Others find it liberating to bring creative colleagues into the process at an early stage and benefit greatly from seeing a developing work come off the page. If the opportunity is not offered and you feel you would like it, be proactive and suggest it to the company.

To gain the maximum benefit from a workshop, both the writer and director need to specify exactly what they seek to discover in the process. Improving the script and enabling the writer to move forward are the key focal points. A list of questions may be helpful: is the play funny where it’s meant to be? Are the flashbacks clear? Does the off-stage mother work? How do we use multi-media? Bringing in an audio-visual (AV) expert, choreographer or musical director may help find solutions to problems the playwright can’t solve by writing alone.

At present, only the TNC agreement allows for commissioned writers to be paid to attend workshops. We hope this will be extended to TMA and ITC agreements but although companies are not yet obliged to pay writers, they are not prohibited either. Although some see a workshop as part of the commissioning and development process, we suggest the writer receives an attendance fee and expenses. If a non-commissioned play is to be workshopped, there is a clear argument for the writer to negotiate a daily rate with the theatre in addition to expenses. This can be based on Equity’s minimum weekly rate for actors or the current Writers’ Guild attendance rates

Increasingly, writers are applying to the Arts Council to run workshops for their own work-in-progress. If this is the case, the budget must include a fee for yourself as well as your creative colleagues. Again, this can be set this in line with Equity or Writers’ Guild

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rates. ACE will expect all those involved are at least paid the industry minimum and writers are no exception.

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## **We recommend that:**

- **Companies assess if a workshop is useful to each individual play and playwright**
- **Improving the script and enabling the writer to move forward are key focal points**
- **Writer and director specify what they seek to gain by the process, perhaps compiling a list of questions to ask of the script**
- **The writer's participation is paid for in line with the actors or the current Writers' Guild rehearsal attendance rates.**

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## 8. REHEARSED READINGS

A script-in-hand reading of a promising new play might be publicly staged as a ‘taster’ for a forthcoming production. These are usually free-of-charge and give an audience a sneak preview of new work, as read by actors. Most present full-length plays but occasionally an evening might include extracts from a number of plays in development.

If they are a part of the writing process, a rehearsed reading may bring similar benefits to a workshop. It can give a writer the first opportunity to hear their words spoken aloud or put before an audience. It also enables colleagues from other theatres to see a range of work outside of their company and to make contact with writers they may not otherwise have met.

In advance of rehearsal, the writer and director are advised to discuss rehearsal etiquette. This may cover how changes or cuts to the script are agreed – and where. A private script meeting between the writer and director may be preferable to a public discussion in the rehearsal room. Both writer and producer must be clear about the function of the rehearsed reading within the journey of the play’s life and the writer’s career. If it is to try out a play so the theatre can see if it wants to take it further, this should be made clear to the writer.

Feedback from audiences should be carefully brokered. Avoid the example of a regional rep which gave its an audience a questionnaire asking for suggestions as to ‘what might happen next in the play’. Funding bodies may expect an evaluation but this should focus on the process not the play. If a Q&A is held, it must be followed by a debriefing session with the writer where useful comments are discussed and unhelpful ones discarded. Audience feedback can be confusing and irrelevant as well as insightful.

Funding may be more easily available for rehearsed readings but such initiatives must not be seen as a substitute for production. Plays are written for performance and if a rehearsed reading is offered in place of a full production, it may actually be detrimental to the writer. Writers should not be expected to rewrite their play for (or as a result of) a rehearsed reading without a clear sense of whether or not it will be produced. However, if they do agree to rewrite, this should be contracted and paid at the appropriate WGGB agreed rates, with an agreement established over rewrites and their ultimate purpose. As in a workshop, the writer’s participation should be paid in line with the actors.

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### **We recommend that:**

- **Both parties are clear on the function of the rehearsed reading within the journey of the play’s life and the writer’s career**
- **Writer and director discuss in advance how they wish the relationship to work and discuss rehearsal etiquette**

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- **Audience feedback is carefully brokered**
  - **Writers should be paid in line with actors and subsequent rewrites paid at industry rates.**

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## 9. SCRATCH NIGHTS

Scratch nights and ‘rough cut’ events present new work-in-progress, readings and occasionally full performances without the commitment and cost of a full production. At worst, they are staged by companies to pay lip-service to new writing without any intention of developing work beyond that point. At best, they are entertaining, interactive, expose new work to a supportive audience and enable writers to meet fellow artists who may respond to their voice.

Such nights can enable emerging and established writers to test a new and incomplete script. Up to five short extracts may be selected and presented with minimal set and props. The audience can be asked to give written feedback on each one, which is then collated for the writers.

These ‘rough cut’ events offer the writer some of the rewards of their work being staged, although they may not offer a financial reward and there is currently no industry agreements to cover them. Writers report that such events are demanding more time and energy from playwrights yet nearly always remain unpaid. If you are doing one scratch-type show after another, you may find yourself pursuing a hobby rather than taking part in an authentic professional opportunity.

Playwrights may also wish to consider that Writ Large (2009) identified attachments, workshops and scratch nights as ‘attempt[s] at source to shift the development of the writer to accommodate the theatre’s given aesthetic’. In such a climate, writers reported making creative choices that secured a production rather than served the play and some also felt unable to speak openly to theatres about such issues without harming their writing prospects.

Similarly, companies cannot develop new writing by scratch nights alone; they must be part of a wider commitment and offer genuine opportunities to promising participants. Short plays might be written especially for such an event, some of which may go on to be developed into full-length pieces, although the most successful are probably not written as a ‘try-out’ for a longer play. The short play is a form in itself and a piece that works well for 20-minutes is no guarantee of success in a different form.

Some companies run a ‘slam night’ where a number of scripts are presented by professional actors and the audience then votes on their favourite, the winner of which is awarded a longer slot the following month. Writers should make sure they are fully aware

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of the nature of the event before they take part in it. Scratch nights can be a good way to test new ideas but do require a robust approach.

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### **We recommend that:**

- **Short plays developed for scratch nights are not written for (or regarded as) a try-out for a longer play**
- **Writers are fully aware of the nature of the event before they take part and take a robust approach to the process**
- **Scratch nights are offered as part of a wider commitment to new writing.**

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## 10. TREATMENTS

A treatment is a prose plan of the play you wish to create. It sets out to give a clear sense of how your story will be treated and is typically written in the present tense. It usually precedes the full commissioning of a play and is a technique that has migrated to theatre from film and television, where producers routinely require it from writers who are developing ideas.

In film, a treatment may be anything from around six to 30 pages long. In theatre, its nature is less defined. The ITC has a treatment clause in its contract, stating the writer receive an upfront payment of 10% of the total commission fee. This can be paid before the contract is signed and may be all the writer receives if the treatment is rejected. Beyond this, there is no definition of what form such an outline or synopsis should take. They are not recommended as mandatory and the way they are practically applied is still open to debate.

Writing a treatment can enable the writer and director to begin with a clear way forward. Some playwrights find it helps to focus and develop their thoughts. However, it can also lead to writers feeling committed to an idea that might work brilliantly as a two-page pitch but not as a full-length piece. Asking for treatments can be seen as another mechanism for delaying a full commission and can easily suppress the natural development of a play. There is no contractual reason why a writer must deliver exactly what is promised in the treatment but if a writer submits a draft that strongly differs from the treatment, it can lead to accusations of a writer 'not having delivered what we agreed'.

Many writers find a series of creative conversations may be more effective in developing an idea with a director or literary manager. The increased use of treatments in theatre supports the Writ Large claim that writers are increasingly required to accommodate a theatre's given aesthetic.

Writers embarking on this pre-commissioning process need to be clear on what they are expected to deliver and how closely they are required to keep to the treatment as the play develops. If a writer finds them to be a helpful starting point then they may have value but the increasing presence of a development tool so widely used in film and television is a concern. Importing a technique from a plot-driven, visual medium may not always be appropriate to a playwright's method of storytelling.

If a company has an idea for a play and identifies a writer for it, they may ask that writer to carry out some initial research on the subject. We suggest this is charged at a

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daily rate, negotiated separately to the commission fee. If it results in a writer producing a treatment, this is also a separate agreement to any subsequent commission.

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## **We recommend that:**

- **Writers and companies are clear about what purpose the treatment serves and consider whether a series of creative conversations might be more effective**
- **Both parties acknowledge that the play outlined in the treatment will develop beyond those the initial ideas**
- **Producers should pay writers for undertaking a treatment and for necessary research, and these payments should not be set against a subsequent commission fee**
- **The writer should be paid research expenses.**



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## 11. SITE-SPECIFIC/SITE-GENERIC THEATRE

The term ‘site-specific’ covers any show done in a place that isn’t a theatre, where the site itself has inspired the work. Some companies will commission a play and stage it in a non-theatre space. In this case, their relationship with the writer is the same as a theatre-based show, as a stage play that has been transplanted in a different setting is not truly site-specific.

For this kind of work, the company will usually choose the site and the writer will respond to it. The writer is not necessarily restricted to text. In responding to the site, they may fuse words and images, music and effects. The resulting work has been described as ‘falling somewhere between writing a play-script and a screenplay’. As music and design are often integral to their script, writers must assert their contractual right to approval of the creative team.

The relationship between writer and director is perhaps more collaborative than a theatre-based play, as both parties are taking the site as their starting point. Once the company is in situ, they may find a scene needs revision due to practical challenges such as health and safety or flooding. This reactive way of writing is part of the nature of the work. A site-generic show, which tours to several similar sites, may involve more rewrites, as what worked at site A is impossible at site B.

Site-specific productions are a relatively recent phenomenon in Britain on their current scale. Neither the TNC nor the TMA agreement covers productions outside theatres’ main buildings, although there is no reason why companies should not apply those agreements to off-site productions. The ITC agreement covers productions in any site and should be applied. Whatever contract is used, there are particular requirements which writers need to consider.

When embarking on this kind of work, the writer and producer should agree on a clear definition of what the project is, where it will happen, and how much time the writer needs to invest. Prior to the writing process, the writer will need to make several site visits to get to know the site. At least one of these should take place with the director so a common approach can be agreed. Ideally, a senior member of the crew should also be present to identify any technical restrictions.

The writer will need to attend key production meetings to ensure that what they have written is technically possible and, if not, to seek clear guidance on an alternative. For both site visits and production meetings, writers should be properly remunerated for travel costs and attendance fees. The writer must also seek evidence that the company has public liability insurance, so they are not held personally responsible for any injury incurred by the audience.

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The number of expected revisions and redrafts should be agreed at the start. In the case of site-generic shows, it should be made clear whether the writer will be expected to do rewrites for each site. With a site-specific show, ongoing performance rights are less of an issue as subsequent productions are unlikely (although provision should be made in the event that the run of the show is extended) but terms should be agreed about recordings of the show and their use.

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## **We recommend that:**

- **The writer and producer agree a clear definition of what the project is, where it will happen and how much time the writer needs to invest**
- **An initial site visit should take place and the writer should attend production meetings, for which the writer is remunerated**
- **Revisions and redrafts should be agreed at the start, acknowledging that additional work may be necessary if a production moves between sites.**

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## 12. COLLABORATIVE DEVELOPMENT

Plays are developed in increasingly varied ways, with many kinds of theatre practitioners participating in their creation. A great deal of this work continues to be text-based but in some cases, a director, designer, composer and/or choreographer may take a more active part in the creative development. A play could begin in a workshop where colleagues generate and explore ideas or development may have started before a writer is engaged.

Some such projects are undertaken by theatres which operate under Guild agreements, that have provisions covering collaboration between writers and other members of the creative team. These provisions require that any collaboration and fee or royalty-sharing be agreed at the point of commission and that writers always retain copyright in their work. Companies that are party to the Guild agreements are required to follow them, as are writers.

However, we accept that, as play development methods become increasingly varied, our agreements may need amending. For instance, negotiations are currently being undertaken to amend the TNC agreement to take account of new practices.

If you are involved with a collaborative project, the first thing to do is to ascertain how the collaborative team sees your role at the very beginning of the process. Are you an equal partner, participating in all rehearsals and discussions or are you expected to work with the outcome of a process in which you may not have taken part? Whose conception is the piece? If the director feels it is theirs, are you comfortable with that, even if you get the writing credit?

Be clear with the producer and director on how you wish to work and ensure you have a written agreement to clarify this. If you have questions or concerns, deal with them as they arise and before problems have a chance to arise or escalate. Negotiations on working practices are possible but **under no circumstances** must a writer give up their copyright or moral rights to a written text.

### Musicals

One tried example of collaboration is musicals. With a musical, every collaborator retains his or her individual copyright but once the piece has been commercially produced, it is usually the practice to assign an additional joint copyright for the piece as a whole. This does not weaken or threaten individual copyright but means potential producers do not have to negotiate with each individual collaborator in order to mount a further production.

This arrangement is illustrated in the billing and acknowledgement for a musical. For *A Chorus Line*, the billing for all productions always reads:

- Conceived and originally directed and choreographed by Michael Bennett

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- Book by James Kirkwood and Nicholas Dante
  - Music by Marvin Hamlisch
  - Lyrics by Edward Kleban

Here, each collaborator retains his own copyright for his own work, and Bennett's billing does not give him any right or claim of additional monies or benefits in future.

## Royalties

Playwrights are the only participants in a stage production who are guaranteed royalties by contract and some directors may feel aggrieved they are not likewise remunerated. To our mind, this is a complaint they and other collaborators should raise with their own unions, rather than attempting to take part of the royalties that are due to writers.

In musicals, the librettist, the composer and the lyricist traditionally each receive a third of the fee and royalties. For a commercial musical, traditionally, the librettist, the composer, the lyricist, the director, and the choreographer each receive 2% of the gross as a royalty. Since this figure, for a major hit, can run to over £10,000 per participant per week per production, most are satisfied with 2% rather than 10%.

Frantic Assembly has told us that although its productions are extremely physically choreographed – and this movement is a major conceptual and visual part of the performance – the writer receives the entire royalty for the initial run and for future productions from the printed text. For re-tours of the original production, however, Frantic Assembly has negotiated with the individual writers that a minor part of the royalty is split among the other creative collaborators.

This was a decision by the individual writers.

Once again, the main consideration is that you retain copyright, and that you are comfortable with the working arrangements, the collaborative process and the remuneration. You want to feel valued and central to the process. Again, have a full and frank discussion, secure a written agreement at the start of the process and seek advice from your agent or the Writers' Guild if you are unsure how to progress.

## Models of collaboration

There is a range of ways in which a writer might be incorporated into a development process and working practices will be unique to individual projects.

Two examples of current proposed practice are:

### i) New play created from existing text

A director has an idea to convert existing source material into a stage work.

The Artistic Director and director select a writer for the director to work with.

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An exploratory stage workshop may take place to see how the individuals might work together. The theatre company owns the ideas and text arising from workshop and there is no guarantee of commission.

After the workshop, the company either commissions a writer or undertakes further exploratory work with a different writer, which continues until a writer is finally confirmed and subsequently commissioned. In this case, every practitioner in the room, including the writer, is paid a participation fee. All ideas are shared with and owned by the company.

All of our agreements insist that the copyright in the play (though not in the text on which it's based) remains with the writer. You should not sign a contract allowing the company to own the text which you produce.

### **ii) New play created collaboratively, following an idea by the director**

A director has an idea to create a piece that uses music, dance and text. The work is devised in workshops and during rehearsal, in a process led by the director working collaboratively with a choreographer and a writer to realise the idea. The writer creates dialogue and text in a workshop or rehearsal room, based on ideas and scenarios given by the director and explored with the participants.

At the workshop stage, there is no guarantee of a commission for the final piece and a script is not delivered in the conventional way. A fee would be paid to the writer of the final text, rather than a royalty for the initial run. However the writer's rights are protected moving forward and a royalty could be payable in the future.

Under the terms of our current agreements, the company must give the writer royalties. However, as long as the contribution of other creatives (like choreographers) is agreed in advance, and the writer retains copyright of their work, then this arrangement is acceptable.

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## **We recommend that:**

- **Writers ascertain how the collaborative team sees their role at the beginning of the process**
- **Writers are clear with the producer and director, in advance and in writing, on how they wish to work, who the contributors are, and what remuneration they will receive**
- **Writers never give up copyright or moral rights to a written text**
- **Writers never give up billing as the sole author of the written piece**
- **Writers always retain textual integrity, rehearsal attendance rights, underlying copyright and publication rights**
- **Writers ensure they are happy with their royalty and seek advice from their agent or the Writers' Guild if they are unsure how to progress.**

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## 13. PORTMANTEAU PLAYS

It has become increasingly fashionable for companies to commission a number of writers to write short plays on a similar topic. Recent examples include play cycles on the Government's austerity measures, Western involvement in Afghanistan, women in British politics, the 10th anniversary of 9/11 and responses to the 66 books of the Bible.

This is different from a collaboration in that the playwright is writing an individually-written text, even if on a given topic, and it is presented with other plays on that topic. If presented in a TNC, TMA or ITC company, writers should, strictly speaking, receive a proportion of a full commission. In reality, special contracts are usually drawn up.

Portmanteau plays come in two basic forms:

- i) The plays are presented consecutively as discrete entities (albeit often on the same set).
- ii) Material from the plays is cut up within the overall evening (or evenings) by the director.

Playwrights should establish which kind of project they're being invited to write for and avoid the latter. They should certainly insist on the same rights as for a full-length play (including textual integrity and the right to attend rehearsals) which have been denied in the second form.

Playwrights should also make sure that they retain underlying copyright, that the company has exclusive rights in the play for a defined period, and that the writer has the right to approve (or disapprove) any publication of the play. If the company is offering a flat fee, the writer should also ask for a royalty.

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### We recommend that:

- **Writers invited to write for a portmanteau play project establish whether their play is to be presented as a discrete entity or as part of an evening assembled by the director, and are strongly advised to avoid the latter model**
- **Writers ensure they have an individual contract for their play and they maintain textual integrity, rehearsal attendance, publication and copyright rights.**

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## 14. WORKING WITH SCHOOLS

Playwrights are increasingly forging links with schools and community groups. This might involve writing a play for young people to perform, teaching playwriting, curriculum-based support, workshops and occasionally, project-managing an entire production. Most writers find working with schools and young people immensely rewarding, with clear benefits for their mainstream work.

Schools should be steered towards the ITC/Writers' Guild contract as a basis for commissioning plays: this sets out fees, terms and conditions. However, much writing for schools does take place outside industry agreements. The difference between teaching and writing can be opaque, although there may be scope for directly shaping the nature of the employment – and negotiating rates of pay – around what the school can afford. Agents are rarely involved at this level and some may waive commission, although this is wholly at their discretion. You may wish them to handle an ITC agreement but you are not obliged to give them commission on fees for teaching or workshops.

Prior to starting a school project, meet the Head of Drama or senior colleague to draw up a specific written agreement. This may include:

- Time scale and script delivery dates
- Length, theme, cast size
- Number of sessions with students
- Rates for those sessions (separate to the play commission fee)
- Who is line-managing the project, what other staff are involved and how will the writer be supported in the sessions
- If it's part of an accredited module or course, which staff member is responsible for that
- Itemised budget for the final production
- If and how the writer is expected to assist in the play's production.

All schools are obliged to run and pay for a Criminal Records Bureau check (CRB) on incoming artists. They should also offer a basic degree of child protection training. This is usually a talk with a trained member of staff and should include what procedures to follow in the event of a student disclosing a matter of concern.

Writers are rarely expected to lead sessions alone unless they are highly experienced. A co-tutor will normally take responsibility for discipline and an early discussion about individual roles within the sessions is advisable. School staff should undertake the recruitment of students and chase up absentees. This is not the writer's responsibility but you might sometimes be called in to assist, for example in explaining the nature of the project to a class from which participants will be recruited.

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If the co-tutor is to direct the play, establish how far they reserve the right to make script changes. Industry contracts state the writer must be consulted but a school's rehearsal process can be far more chaotic than a professional theatre. Flexibility on the writer's part is also necessary if, say, a rewrite is needed to cover a cast member dropping out. Discuss these eventualities with the director at the outset and approach the inevitable script changes with a degree of pragmatism.

Writers must also recognise that the subject or language of their play may not be sacrosanct. Most schools will not wish to set boundaries if they have resources to support subjects like self-harm or sexual abuse but this isn't always possible within a self-contained project. Such choices arise from a school's duty of care rather than a censorious instinct. Discuss the school's position on such issues prior to the project starting and clarify if the Head will make the final decision in the event of a dispute.

Schools may offer a flat fee for a project without considering how it breaks down into session rates and a commission fee. Writers must look closely at the offer and budget accordingly. Contact time with students should be charged at the secondary school rate for visiting tutors of around £50 per hour. If only a small figure is left for writing, the play will have to be short. Development workshops may be budgeted for and contracted separately. If you are expected to take on additional project management, this should also be accounted for.

Sometimes a school will offer to put a writer on a part-time salary with a standard contract issued to teachers. However, it is usually preferable to remain a freelance and invoice the school at intervals. Most teachers' contracts contain a clause asserting ownership of any written work undertaken as part of the job, which you must never give away.

Schools can feel that having commissioned a play they 'own' the script, especially if it contains ideas from the students. However, intellectual ownership remains with the writer and a fee can be charged for future productions. In practice, writers often waive their royalties for a set period, as schools may have invested a great deal in a play's development and are highly unlikely to be making a profit from the production.

If schools decide to publish the play, you must be clear on its use and include a paragraph to inform other schools they must negotiate a fee to perform it. If copies of the play are to be sold, you could technically ask for a cut but usually the sums involved are so small (and the school's costs so large) that it would seem churlish to do so. It's fair to say that a school may pay more overall than a theatre for a play, which may influence your decision when negotiating future income from it.

The use of extracts of existing plays in timetabled classes is a grey area. Some publishers say an amateur performance licence should be obtained but in practice they never are. It is impossible to police such under-the-radar usage and to do so would be



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likely to create ill will in the education sector. Such a move may also encourage schools to use plays out of copyright instead of new plays. If you hear about your work being used in this way, why not contact the school and offer to run a paid workshop with the students? Most teachers will welcome the playwright into the classroom and it may lead to new opportunities.

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## **We recommend that:**

- **Writers are proactive in shaping the nature of the employment and negotiating rates of pay with schools**
- **A specific written agreement is drawn up at the start of a project and decisions are made on how writers will work with teaching staff**
- **Both parties are flexible and pragmatic on script changes**
- **Writers choose to remain as freelance artists and do not surrender intellectual ownership of the work**
- **Royalties for future performance and publishing are decided in the light of the initial project fee.**

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## 15. COMMUNITY PLAYS

Community plays – as distinct from community theatre – were codified as a form of playmaking by Ann Jellicoe in her 1987 book about her experience of mounting them in the south-west, *Community Plays: How to Put Them On*. They involve a specified geographical unit (usually a village or town), which fundraises for the play and produces it, a core of professionals (in the Jellicoe model, a director, designer, composer and play officer) and a writer who is commissioned to write the play. The subject of the play is usually agreed between the writer and the organisers. Under the Jellicoe model, everyone gets a part, and the plays often have casts of over a hundred, as well as musicians, props and costume makers, box office staff, stewards and other participants drawn from the community.

The plays tend to run for short periods and royalties are small.

The play-making covers a number of stages: research (usually involving local people), a series of workshops to develop skills and encourage participation, the writing and delivery of the play, casting, rehearsal and performance. Although there have been a very large number of community plays in very different environments, most accord with most elements of this model.

Community plays are not covered by existing Guild agreements but the ITC agreement (see Agreements and Contracts) is a good model to propose; not least as the ITC contract is designed for circumstances in which there will be little or no royalty payments. However, it is common for playwrights to be expected to undertake tasks additional to the usual process of play development:

- a)** spending time engaging with the community in the research for the play, in the village, town or city in which the play is to be produced;
- b)** undertaking research to identify the play's subject as well as to develop the play, often in collaboration with the play-makers;
- c)** sometimes developing the script in collaboration with the community.

Playwrights employed to write community plays should establish what will be required of them, and make sure that all elements are reflected in the contract. If they are to be required to do research, and/or collaborate with the community in developing the play before it is written, writers should be paid for this work. There are precedents for research to be paid for from a separate pot, separately raised by the company.

If the contract is based on the ITC contract (under which the payment for the play is £7,650), then playwrights might ask for an additional £2,000 for research.

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Playwrights should consider two other variants from the ITC. The first is to increase the ‘front-loading’ of the contract, so that the majority of any contract is paid on delivery of the first draft (including any sum for research).

The second variant concerns the period of time during which the company has exclusive rights to perform the play. Although most community plays are site-specific, there are precedents for community playscripts being adapted for performance elsewhere, so exclusivity is an issue for companies. However, as community plays involve considerable time and effort to set up (in effect, creating a company from scratch) it is sensible to extend exclusivity from the ITC’s 20 months to two or even three years.

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## **We recommend that:**

- **Writers encourage companies to base their agreements on the ITC contracts**
- **Writers agree a schedule and payment for the research period of the play, including travel costs where appropriate**
- **While retaining copyright, writers consider granting companies an extended period of exclusivity.**

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# BEST PRACTICE GUIDELINES

The Writers' Guild and The Antelopes encourage theatres to adopt these guidelines and apply them when working with writers. Here is our summary of best practice in working with playwrights. We recommend that:

## Unsolicited scripts

- Playwrights are realistic and theatres clear about how rarely unsolicited scripts are produced
- Companies post a clear script-reading policy on their website, giving information on their individual requirements and response
- Artistic policy seeks to inspire and empower new writers
- Playwrights don't regard submissions as the only entry route
- Playwrights seek clarity on the entry criteria for new writing awards and competitions.

## Script reports and feedback

- Script reports ask open questions and are sensitive to what the script sets out to achieve
- Script readers are experienced practitioners and trained to write a constructive report
- Writers handle constructive criticism professionally and dispassionately, and seek a range of opinions on their work
- Writers do not pay for a readers report from a theatre company.

## Creative relationships

- Theatres are clear as to why a meeting is called, enabling the writer to prepare accordingly
- Dramaturgs respect the writer's authorship and empower you to take responsibility for your work
- Writers respect the expertise of the dramaturg, reflecting on feedback before making decisions
- Theatres clearly define a brief with the writer at the outset
- Writers inform the company of significant changes in plotting, cast size and resources requires for the play.

## Mentoring

- Mentoring is viewed as an independent relationship in which the mentor advocates on behalf of the writer

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- Mentor and mentee have an initial meeting to decide if they can take the relationship forward before committing
  - Both parties begin with a clear sense of how they will work together and what outcome they are aiming for
  - Writers working with mentors independently draw up a written agreement that includes control over how work is shared with theatres.

### **Attachments**

- Attachments give writers the freedom to explore their ideas and engage in a meaningful way with a company
- Writers are not expected to deliver a completed play for a percentage of a full commission fee
- Theatres and writers sign up to agreed goals, which are reviewed and evaluated as the attachment progresses.

### **Seed Commissions**

- Seed commission payments should not be set against any subsequent full commission
- Payments under a full commission are not reduced because the writer has received an earlier seed commission or other payment for the play
- Theatres are as clear as possible on what may happen at the end of the seed commission
- Writers ensure they are happy with the offer and know what they are expected to deliver.

### **Workshops**

- Companies assess if a workshop is useful to each individual play and playwright
- Improving the script and enabling the writer to move forward are key focal points
- Writer and director specify what they seek to gain by the process, perhaps compiling a list of questions to ask of the script
- The writer's participation is paid for in line with the actors or the current Writers' Guild rehearsal attendance rates.

### **Rehearsed readings**

- Both parties are clear on the function of the rehearsed reading within the journey of the play's life and the writer's career
- Writer and director discuss in advance how they wish the relationship to work and discuss rehearsal etiquette
- Audience feedback is carefully brokered

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- Writers should be paid in line with actors and subsequent rewrites paid at industry rates.

## Scratch Nights

- Short plays developed for scratch nights are not written for (or regarded as) a try-out for a longer play
- Writers are fully aware of the nature of the event before they take part and take a robust approach to the process
- Scratch nights are offered as part of a wider commitment to new writing.

## Treatments

- Writers and companies are clear about what purpose the treatment serves and consider whether a series of creative conversations might be more effective
- Both parties acknowledge that the play outlined in the treatment will develop beyond those initial ideas
- Producers should pay writers for undertaking a treatment and for necessary research, and these payments should not be set against a subsequent commission fee
- The writer should be paid research expenses.

## Site-specific/generic theatre

- Writer and producer agree a clear definition of what the project is, where it will happen and how much time the writer needs to invest.
- An initial site visit takes place and the writer attends production meetings, for which the writer is remunerated
- Revisions and redrafts should be agreed at the start, acknowledging that additional work may be necessary if a production moves between sites.

## Collaborative Development

- Writers ascertain how the collaborative team sees their role at the beginning of the process
- Writers are clear with the producer and director, in advance and in writing, on how they wish to work, who the contributors are, and what remuneration they will receive
- Writers never give up copyright or moral rights to a written text
- Writers never give up billing as the sole author of the written piece
- Writers always retain textual integrity, rehearsal attendance rights, underlying copyright and publication rights.
- Writers ensure they are happy with their royalty and seek advice from their agent or the Writers' Guild if they are unsure how to progress.

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## Portmanteau Plays

- Writers invited to write for a portmanteau play project establish whether their play is to be presented as a discrete entity or as part of an evening assembled by the director, and are strongly advised to avoid the latter model
- Writers make sure that they have an individual contract for their play, and that they maintain textual integrity, rehearsal attendance, publication and copyright rights.

## Working with schools

- Writers are proactive in shaping the nature of the employment and negotiating rates of pay with schools
- A specific written agreement is drawn up at the start of a project and decisions are made on how writers will work with teaching staff
- Both parties are flexible and pragmatic on script changes
- Writers choose to remain as freelance artists and do not surrender intellectual ownership of the work
- Royalties for future performance and publishing are decided in the light of the initial project fee.

## Community plays

- Writers encourage companies to base their agreements on the ITC contracts
- Writers agree a schedule and payment for the research period of the play, including travel costs where appropriate
- While retaining copyright, writers consider granting companies an extended period of exclusivity.

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## DISCLAIMER

The information and materials contained in these guidelines are intended as a general guide only. Nothing in these pages constitutes specific advice and the WGGB does not accept any responsibility for any loss which may arise from reliance on such information.

No guarantee is given as to the accuracy and/or completeness of the information contained in these pages and the WGGB does not warrant that these guidelines or their contents or the website on which they appear or any hypertext links are virus free or uncontaminated.

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



**Members of the Writers' Guild can obtain further copies of this booklet  
and copies of the Guild's other guidelines from the Guild office:**

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020 7833 0777 • [www.writersguild.org.uk](http://www.writersguild.org.uk)**