



Playwrights and theatres during the closure: guidelines for best practice

The cancellation of so many performances and productions is having a terrible effect on the earnings of actors, creatives and writers. Actors are losing weeks of expected work and future employment prospects. A writer whose show is cancelled before it opens, or after only a few performances, faces losing royalty earnings which they may have been relying on to support them for a year.

A commissioned writer will be working with a theatre for many months if not years, and theatres have a duty of care towards them. In its rescue offer, Arts Council England asks National Portfolio Organisations (NPOs) who benefit from its funding “to show how they will support the freelance creative practitioners on whom they rely”.

These guidelines have come out of discussions with and between playwrights about how their livelihoods might be preserved, conversations with agents, current best practice by theatres, and meetings with UK Theatre and the TNC (National Theatre, RSC, Royal Court).

Headline points:

- The WGGB Agreements are still in force. No writer should be asked to return upfront fees.
- Wherever possible, productions of new plays should be postponed rather than cancelled.
- We recommend that playwrights extend licences, without charge, for nine months from the date of the theatre/venues reopening.
- Theatres should pay acceptance fees promptly, even if the date of production is delayed.
- Writers should not waive payment for the right to stream previously recorded shows, if anyone else is being paid.
- Companies should consider dividing donation income between the theatre and freelancers.
- Donation income for writers should fund new commissions.

- Fees for work commissioned for digital platforms should be pro-rata with existing WGGB Agreements.

1) WGGB Agreements

The WGGB minimum terms Agreements with the [TNC](#) (National Theatre, Royal Shakespeare Company and Royal Court) and [UK Theatre](#) (regional theatres, London off-West-End theatres, large subsidised touring companies) remain in force, and are obligatory on their members. The [Independent Theatre Council](#) Agreement continues to serve as a template for contracts throughout the small-scale sector.

WGGB confirms: All theatres, producers and writers must continue to abide by the terms of the current Agreements.

2) Advances

All three Agreements specify that playwrights receive non-returnable, upfront fees. There have been instances in Britain and the USA of playwrights being asked to return their upfront fees when a production was cancelled.

WGGB confirms: Theatres should not claim the return of advance payments. Any playwright asked to return an advance should contact WGGB immediately.

3) Plays taken off during or before their run

In a few cases of scheduled productions being curtailed or cancelled, actors and other creatives have been paid for the duration of their contract. There are no contractual provisions for writers to be compensated for loss of royalties, which usually form the greater part of their earnings from the play. There is however precedent for playwrights to receive an estimated royalty.

WGGB recommends: Where feasible, theatres should consider offering playwrights compensation for loss of royalty earnings.

Where tickets have been sold but not used because the play has been taken off, theatres have offered refunds but invited ticketholders either to accept exchanges or to donate the price of the ticket to the theatre. It is not deemed possible to pass on the royalty proportion of a donated ticket to writers or other creatives. Nonetheless, there are precedents for such donation income to be shared between the producing company and artists who have lost income.

WGGB recommends: Theatres should consider dividing donation income between their own funds and freelancers, including writers and other creatives (see also clause 12 below).

4) Plays that were scheduled or intended for future performance

WGGB recommends: Wherever possible, theatres should postpone rather than cancel planned productions of plays.

For many playwrights, royalties form the majority of their earnings from a play, and the postponement of a production causes hardship in the short term. There is precedent for theatres offering a further, non-returnable advance on royalties (on top of the acceptance fee). Such payment should be non-returnable but entirely set against royalties when the play is presented.

WGGB recommends: In cases of potential hardship, theatres should consider offering the writers of postponed plays non-returnable advances against future royalties.

5) Licence extensions

Under WGGB Agreements, theatres can present a play for one year from the payment of an acceptance fee, whereupon a new licence and fee is negotiable. Because of the suspension of productions, playwrights are being asked to extend the licence period without payment and are happy to do so. But playwrights should not be asked for unlimited extensions, preventing them from selling the play elsewhere, without a realistic prospect of a production.

WGGB recommends: Writers should grant theatres a free licence extension of nine months from the date of the theatre or venue's reopening (the end of the suspension period). The theatre should then have the option to offer the writer a further extension of six months, when it can demonstrate that there is a serious prospect of production.

6) Acceptance payments

Under the terms of the TNC and UKT Agreements there is a 20-week period – including time for revisions – between the delivery of the first draft and the theatre accepting the revised version. In current circumstances it is understandable that theatres may wish to extend this period, but they should not do so unreasonably once the revised version has been delivered.

WGGB recommends: Theatres should strive to keep to the existing timetable for payment of acceptance fees.

7) Delivery deadlines

Writers' working circumstances may have changed radically during the emergency (for example, through illness or increased family responsibilities). In such cases, writers may need to extend delivery deadlines.

WGGB recommends: Theatres should be prepared to extend delivery deadlines.

8) Streaming of previously recorded shows

Currently, many theatres are streaming recordings of previous productions, without charge to audiences, and (alongside actors and other creatives) writers have been happy to give permission for this, and to waive their royalty rights. Writers are entitled not to waive rights, and not to permit their work to be streamed (for instance, when a theatre plans to stream an archive recording not intended for broadcast, or where the writer wishes to protect other rights for the future). Any writer with an agent should be approached via their agent.

If any actor, creative or rights holder is paid, then all should be paid.

WGGB recommends: Writers can waive rights to payment when their plays are streamed, but should be paid if anyone else is being paid.

When streaming recordings, theatres are inviting donations from audiences, which is proving very successful. There is precedent across the performing arts for donation income to be divided between the theatre and the artists involved, for instance in classical music. *The Sydney Theatre Company* gives the writer, creatives and actors a fixed fee when it streams their work for fundraising purposes. *Paines Plough* is devoting donation income to new commissions. Writers and their agents are entitled to ask theatres to divide donation income in this way, before agreeing to waive rights.

WGGB recommends: Where theatres are inviting donations, they should consider splitting donation income between their own funds and the freelancers whom they employ. For writers, we recommend that any such donation income be devoted to new commissions.

9) Commissioning new work for digital broadcast

In the event that theatres commission and produce plays (including short plays and monologues) to be digitally broadcast by that theatre, playwrights are entitled to be paid for such work. Work made for live streaming is not currently covered under WGGB Agreements for new plays, but we believe that the spirit of those Agreements should be honoured, and fees calculated pro-rata to those in the current Agreements (to the nearest simple figure). For example, under the UK Theatre and TNC (National Theatre, Royal Shakespeare Company and Royal Court) Agreements, on the presumption that a full-length play averages about two hours, a 12-minute play would be paid at 10% of the current commission, delivery and acceptance rate. For figures, see below.

Playwrights should license broadcast rights for a limited duration and under the terms of the WGGB Agreements.

Examples of benchmark figures for new digital work: Based on the current rates in the TNC, UKT and ITC Agreements, the fee for a 10-minute play is £1,050 for a [TNC Theatre](#), for a [UKT Theatre](#) they are £800 for MRSL 1, £660 for MRSL 2 and £590 for MRSL 3. Fees for plays written for [Independent Theatre Council](#) companies are time-defined and are higher at the lower time-rates. Based on 50% of the 'under 30 minutes' ITC rate, the minimum for a 10-minute play is £500. Fees for longer and shorter plays should be pro-rata with those figures.

WGGB recommends: Writers should be paid for writing work to be produced on digital platforms. Fees for such work should be pro-rata with existing Agreements, and licences should be time limited (we recommend six months) and should include WGGB Agreement rights on textual integrity, consultation and credit. The licence should also guarantee that the broadcast is not downloadable. In the case of a commercial gain from streaming, playwrights should also be entitled to a royalty.

In the event that work written for digital platforms streaming is subsequently performed in the theatre, playwrights are entitled to ask for a new contract under UKT, TNC or ITC terms. In the event that the play is part of a multiple play event, and/or includes short plays by

different writers, then clause 2.4 of the UKT Agreement, clause 2.8 of the TNC Agreement and clause C (2 ii) of the ITC Agreement should apply.

WGGB confirms: Any play new to the stage, even if written for digital platforms, should be subject to the TNC, UKT and ITC rates if subsequently performed in the theatre.

10) For the future

WGGB is committed to encouraging new commissions and the production of new plays, so that new playwriting retains as central a role in the post-emergency theatre as it has in recent years. In addition to encouraging theatres to devote some of their donation income to their own new commissions, we are lobbying for a national New Commission Fund, to which theatres and writers can apply.