

Independent Theatre Council agreement

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Writers' Guild of Great Britain

www.writersguild.org.uk

**Agreement covering
Theatre Writers'
Terms and Conditions**

Theatre Writers' Terms and Conditions

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Part 1: Recognition agreement between ITC and WGGB

Introduction

1) Recognition

- a) This is an agreement between the Writers' Guild of Great Britain ("WGGB") and the Independent Theatre Council ("ITC").
- b) The ITC and WGGB recognise each other as the only appropriate bodies to negotiate terms and conditions collectively for the engagement of Writers by ITC Fair Work Approved performing arts companies ("Managers"). We believe that the industry is strengthened by union membership and management association membership, and Writers who are not members of WGGB shall be encouraged to join and companies shall be encouraged to join ITC where appropriate.
- c) The terms, conditions and recommendations set out in this document are fair minimums for the engagement of Writers that enable Managers to:
 - i) Provide the best possible working conditions and pay.
 - ii) Promote inclusion, equal opportunities and diversity.
 - iii) Put these values into practice by:
 - (1) Issuing contracts that are approved by ITC and WGGB.
 - (2) Paying at least the minimum rates negotiated by ITC and WGGB.

2) Scope of agreement

- a) This Agreement incorporates the minimum terms and conditions negotiated and agreed by ITC and WGGB in 1998, as revised in 2002, and supersedes all previous agreements.
- b) This Agreement must be used by Managers in the commissioning of:
 - i. A new play by a single Writer or multiple Co-Writers *or*
 - ii. An existing unperformed play (which may have been commissioned or non-commissioned) by a single Writer or multiple Co-Writers *or*
 - iii. A new play by a designated Writer or Co-Writers where the Company is working through a devising process
 - iv. Where Co-Writers are engaged, each should be contracted individually, with the total fee for the Play being split between the group in agreed proportions as set out in the WGGB collaboration agreement. This agreement and the resulting split shall be communicated in writing to the parties before signature of this contract. The fee split may be revised by agreement as circumstances require.
- c) This Agreement covers works by single writers and multiple Co-Writers.
 - i. Where the Play is the work of more than one Writer, the fee for each writer shall be a portion of the total fee, which may result in a fee less than the minimum for a single writer.
 - ii. It is recommended that the creative contributors use the WGGB [collaboration agreement](#) to enter into an agreement that sets out their agreement on copyright, credits and the division of fees, royalties and any other relevant income.
 - iii. WGGB and ITC encourage *all* ITC Members to use the minimum terms agreement where possible and to seek guidance from ITC and WGGB on any variations.

3) Definitions

- a) **Writer:** The author of “a work” as defined by Section 154 of the Copyright Designs and Patents Act 1988. This shall include a freelance commissioned Writer, or a freelance non-commissioned Writer presenting an existing unperformed script to the Manager, a translator, adaptor, co-writer, writer of a Play created wholly or partly by improvisation or devising, lyricist, writer of a book of a musical, librettist; or any combination of these.
- b) **Play:**
 - i) The script of a previously unproduced play (whether expressed in words or in musical or other notation) together with any stage or other directions for its performance, including any changes to the script made in accordance with the Terms and Conditions of this Agreement.
 - ii) For the purpose of this Agreement, “unproduced play” means a play that has not been the subject of a professional production, and / or presented in front of a paying audience.
 - iii) The following all come within the definition of a Play:
 - (1) Commissioned Play: A Play which a Manager has requested should be written (or devised) and which may refer to the commission of an existing unperformed Play
 - (2) Non-Commissioned Play: An existing unproduced Play that was not originally commissioned by the Manager.
 - (3) Musical: A Play to which music is an accompaniment but not a mere incidental.
 - iv) A Play can be any of the following:-
 - (1) Tier 1: A Play timed to run during an ordinary performance for more than 70 minutes
 - (2) Tier 2: A play timed to run for 31 to 70 minutes
 - (3) Tier 3: A play timed to run from 11 to 30 minutes
 - (4) Tier 4: A play timed to run for 10 minutes or lessAll timings are exclusive of intervals or other scheduled breaks.
- c) **Manager** - The ITC Member with whom the contract is made. In the case of co-productions between ITC Members, the term Manager covers both ITC Members. Where applicable the term Manager will also include the Manager’s successor in title.
- d) **Performance:** A presentation of the Play before a paying audience including previews and open rehearsals before a paying audience, or where the Manager has been paid a fee to present the Play to an audience (e.g. schools and youth clubs).
- e) **Treatment:** An outline or synopsis of the Play
- f) **West End: The Society of London Theatre members to be updated annually by ITC in publishing this agreement.**
 - i) **April 2025:** Adelphi, Aldwych, Ambassadors, Apollo, Apollo Victoria, Barbican, Cambridge, Criterion, Dominion, Duchess, Duke of York’s, Fortune, Garrick, Gielgud, Gillian Lynne, Harold Pinter, His Majesty’s, London Coliseum, London Palladium, Lyceum, Lyric, National Theatre, Noël Coward, Novello, Palace, Phoenix, Piccadilly, Playhouse, Prince Edward, Prince of Wales, Regent’s Park Open Air, Royal Court (Jerwood Theatre Downstairs), Royal Opera House, Sadler’s Wells, Savoy, Shaftesbury, Shakespeare’s Globe, @sohoplace, Sondheim (formerly Queen’s), St Martin’s, Trafalgar Theatre, The Old Vic, Theatre Royal Drury Lane, Theatre Royal Haymarket, Vaudeville, Victoria Palace, Wyndham’s

4) Duration and Implementation of the Agreement:

- a) The Agreement shall come into effect on 2nd June 2025.

- b) ITC or WGGB may give the other proposals for revision as follows: -
 - i) Revision of financial provisions, not less than 4 calendar months before **1st April in 2026** and any subsequent year.
 - ii) Revision of all other terms, not less than 6 calendar months before **1st April 2027** or any subsequent year.

5) Contracts

- a) All contracts under the terms of this agreement must be made using the standard Form of Engagement (attached – Section III).
- b) Any variations in any contract under the terms of this agreement must be cleared by the Manager with the ITC and with WGGB before signing.

6) Variation

- a) In exceptional circumstances, a Manager may apply to vary the terms and conditions set out in this Agreement, however, any application to vary the Agreement must be made to ITC, well before contracts are to be issued and must have been agreed by both ITC and WGGB before contracts are issued.
- b) An application to pay a fee lower than the ITC/WGGB minimum must include information on the funding and scale of the production.
- c) The details of any agreed variation must be notified in writing to the Writer at the time they are contracted.

7) Agreement for Treatment Fee

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

8) Disputes

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

The ITC/WGGB Fair Work Approved Manager Agreement

Contract for the engagement of Writers

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Notes on use of the contract

1. This contract **must** be used by ITC Fair Work Approved Managers in the Commissioning of:

- a) A new play by a single Writer or Co-Writers or
- b) An existing unproduced play (which may be commissioned or non-commissioned) by a single Writer or Co-Writers or
- c) A designated Writer or Co-Writers where the Company is working through a devising process.

Where the Company is working through a devising process without a designated writer or engaging more than one Writer, the [WGGB collaboration agreement](#) should be used.

2. The Fees paid to the writer shall be no less than those set out in the rate card for the year in which the contract is issued. Where Co-Writers are engaged, the fee paid to any one writer may be less than the minimum rate card, but the total fee split between the Co-Writers should not be less than the rate for a play of the relevant length.

3. On commissioning, the Writer and the Manager shall agree:

- a) a delivery date for the treatment (if required)
- b) a delivery date for the first full draft
- c) a basic schedule of script development meetings
- d) a basic schedule of work with actors in the development of the script (if applicable)
- e) Whether any additional dramaturgical input is required / will be provided

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

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

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

- a) If the Manager does not require rewrites, then by the end of **a further 3 weeks** the Manager will inform the Writer in writing of the decision whether or not to produce the play.
- b) If the Manager requires rewrites a timescale for such rewrites will be agreed, subject to a **maximum six-week period** for such rewrites. Following delivery of the rewrites, the Manager shall have **a further 3 weeks** in which to decide whether to produce the play and shall inform the Writer of the decision in writing.
- c) Where there is an existing unperformed script the Writer and Manager will agree a timescale for any rewrites required subject to a **maximum six-week period** for such rewrites. Following delivery of any rewrites, the Manager shall have **a further three weeks** in which to decide whether to produce the Play and shall inform the Writer of the decision in writing.

7. The parties' aim is for this agreement to be used by the widest range of companies therefore, in exceptional circumstances, a manager may apply to vary the terms and conditions and/or the minimum fee set out in this Agreement on the understanding that:

- a) Any application to vary the Agreement must be made to ITC, well before contracts are to be issued.
- b) Any variation must be agreed by ITC and WGGB before contracts are issued.
- c) An application to pay a fee lower than the ITC/WGGB minimum must include information on the funding and scale of the production.
- d) The details of any agreed variation must be notified in writing to the Writer at the time they are contracted.

Part 2b: Contract for engaging writers on the terms of the ITC-WGGB collective agreement

Red: instructions always delete

Ref: [insert your company's unique reference number here]

This Contract is made on[insert date]

Between

[insert company name] ... ("the Manager") of ... [insert business address]

And

[insert Writer's name] ... ("the Writer") of [insert Writer's business address]

(together referred to as "the Parties")

1) The Contract:

- a) This contract sets out the terms and conditions under which the Manager commissions the Writer to write the Play -
 - i) Provisionally entitled
 - ii) Of approximately.....minutes/hours length* (*delete one)
- b) The Play is (either/or delete one) :-
 - i) **A Commissioned Play:** A wholly new Play
OR
 - ii) **A Non-Commissioned Play:** An existing, unproduced work to be developed to create a new Play.

Note: Either i) or ii) can be an adaptation of an existing work and/or involve working with other artists (actors / directors / designers) during a devising process.
- c) The Manager will present the Play at (venue)/on tour see schedule/tbc* (*delete where inapplicable)

2) Dates of Engagement (see guidelines above)

- a) The Writer is engaged under this contract from (Date) until(Date)
- b) The rehearsal period will commence on(Date)
- c) The first Public Performance will be on *(Date) or no later than*. (*delete where inapplicable) neither date to be more than 20 months from the decision to produce
- d) The final Public Performance will be on *(Date) or no later than*. (*delete where inapplicable) neither date to be more than 12 months from the first performance unless an extension option is exercised.

3) Script Process Dates: The Writer and the Manager have agreed the following schedule, which can only be altered by mutual agreement: -

- a) The Writer shall deliver the first full draft of the Play to the Manager by(Date)
- b) The Manager shall have **6 weeks** from the date of delivery of the first full date to consider and discuss the Play with the Writer.
- c) If the Manager requires re-writes the Writer shall deliver a fair typed copy of the rewritten script to the Manager by a date no later than **6 weeks from the date re-writes are requested.**

- d) The Manager shall inform the Writer in writing of the decision to produce **within 3 weeks** of the Writer delivering a script for which the Manager does not require re-writes.
- e) These dates may be amended at the time of contracting or after by mutual agreement.

4) Financial Provisions:

a) Fee:

- i) **Rate:** The Manager shall pay the Writer a fee of £[insert amount] such fee to be no less than the minimum ITC/WGGB fee for the relevant year.
- ii) **Scope:** This Fee shall cover the writing of the Play and also:-
 - (1) Any rewrites agreed during rehearsal.
 - (2) Attendance by the Writer at up to 6 days of rehearsal or Research & Development, at the Manager's request.
 - (3) Attendance by the Writer at one evaluation meeting at an agreed date after the first full performance of the Play
 - (4) Attendance by the Writer at up to 3 Pre / Post Show Discussions at the Manager's request.
- iii) **VAT:** All payments above are exclusive of VAT, if applicable. If the Writer is registered for VAT they will notify the Manager at the time of signing the contract and provide the Manager with appropriate VAT invoices for all payments due under this contract.

b) Payment schedule: The fee shall be paid in the following instalments, subject to receipt of invoices from the Writer before payment:

- i) Commissioned Play
 - (1) £ 10% of the agreed fee on formal commission of a treatment (optional stage delete if not applicable)
 - (2) £ 40% /50% of the agreed fee if 4(b)(i)(1) is by-passed on signature of this Agreement.
 - (3) £ 25% of the agreed fee on delivery of the first full draft of the script.
 - (4) £ 15% of the agreed fee on decision to produce.
 - (5) £ 10% of the agreed fee on the day of the first full performance
- ii) Non-Commissioned Play
 - (1) £ (70% of the agreed fee/90% if rewrites are not required) on signature of this Agreement.
 - (2) £..... (10% of the agreed fee) on delivery of the first rewrites
 - (3) £ (10% of the agreed fee) on acceptance of rewrites.
 - (4) £ (Final 10% of the agreed fee) on the first full performance.
- iii) Late Payment: Interest of 10% will accrue on any of the above fees if still outstanding 3 months from the agreed due date for the payment.

c) Royalties:

- i) The Manager shall pay the Writer a royalty of 8% of net Box Office receipts (as defined below) or 8% of any sum guaranteed to the Manager by venues and other receiving organisations and their related bodies to put on the Play in lieu of a share of the net Box Office receipts (whichever is the greater).
- ii) Net Box Office receipts are the actual gross Box Office receipts from each performance of the Play to the paying public less only library and credit card discounts, commission or party bookings and VAT where payable.

- iii) Royalties shall be paid from the point when the Manager has received a net income of £61,807 from the run of the Play. Net income is defined as:
 - 1. The Manager's share of net Box Office receipts and any other income actually received by the Manager in connection with any performances of the Play including, but not limited to, programme sales
 - 2. Any sum guaranteed to the Manager by a venue, other receiving organisations and their related bodies to put on the Play, in lieu of a share of the net Box Office receipts
 - iv) The Manager agrees to inform the Writer in writing when the net income reaches said amount and to provide a statement certified by the Manager. The said royalty shall if applicable be payable within 14 days of last performance in each month in which performances are given and shall be accompanied by a statement of the net box office and any payments paid in lieu of box office certified by the Manager.
 - d) **Additional Fees and Royalties**
 Additional Fees and Royalties are payable for:
 - i) Use of digital recordings (see clause 10)
 - ii) Further productions beyond the initial run (see section 12)
 - iii) Required attendance at workshops or rehearsals beyond those set out in clause 4a)ii (see Appendix C)
 - iv) Workshops with audience members or other third parties outside of those set out above under 4 a) ii . The fee for any such workshops to be negotiated in good faith.
 - e) **Expenses:**
 - i) **Travel:** The Manager will reimburse the Writer for actual travel costs incurred subject to advance agreement of costs and production of a valid receipt.
 - ii) **Accommodation:** Where an overnight stay is required, the Manager will provide reasonable accommodation for the Writer or (subject to advance agreement of cost) reimburse the actual cost of accommodation on production of a valid receipt.
 - iii) **Meals:** Where an overnight stay is required the Manager will provide a reasonable meal or meal allowance to the value of the rate agreed between ITC and WGGB.
 - iv) In addition to the fees, expenses may also be claimed by the Writer for any of the following attendances agreed between the Manager and the Writer subject to the Writer's availability and reasonable notice:
 - (1) Attendance at casting sessions, script development and assessment meetings.
 - (2) Attendance at the first full performance.
 - (3) Working attendance at rehearsals.
 - (4) Publicity interviews and pre/post show discussions or talks.
 - (5) Agreed work with actors in the course of writing.
 - (6) Follow-up workshops to amend the script following first performance.
 - (7) Any other attendance agreed between the Manager and the Writer.
 - f) **Payment to Writer's Agent:** The Writer authorises and requests the Manager to pay all monies payable to the Writer under this Contract to the Writer's Agent, details as follows:..... (delete this clause if not applicable)

g) **Management Participation:**

- i) The Writer shall account for their net income (i.e. net of agent's commission and VAT where paid) from any further use of the Play (excluding foreign language exploitation) for a period of five years following the first full performance (as defined in B.3) above) and pay the Manager a percentage of such income over and above the first £32,296.00 in relation to the number of shows put on by the Manager during the licence period under this Agreement:
 - (1) 1 to 5 shows: 2%
 - (2) 6 to 16 shows: 4%
 - (3) 17 to 24 shows: 6%
 - (4) 24+ shows: 8%
- ii) This accounting shall be made annually and submitted within six months after each anniversary of the first Public Performance.

5) **Intellectual Property:**

a) **Writer's Warranties:** The Writer declares that

i) **Either (delete one):**

(1) They are the sole author of the Play and sole owner of all copyright in the Play and is in full control of the rights conferred on the Manager.

OR

(2) The copyright in the Play includes the interests outlined in the Schedule of Copyright attached to the Contract.

- ii) The Play has not been previously performed professionally.
- iii) To the best of their belief the Play contains no defamatory matter or anything that contravenes the provisions of the Theatres Act 1968.

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

c) **Manager's Obligation to Clear Musical Rights**

- i) **Incidental Music:** The Manager shall be responsible for clearing at their own expense the rights to any incidental music used in the production of the Play, however, the Manager shall not be obliged to use music where the cost exceeds that of the PRS tariff T for incidental music.
- ii) **Interpolated music:** Where the Writer requires the use of specific music as interpolated music the Manager shall be responsible for clearing the rights for the use of such music. If the rights are not available the Manager, after consultation with the Writer, shall have the right to change the music specified by the Writer. The Manager shall have the right to refuse to use music where the additional cost exceeds their budget. If the Writer insists on the use of the music the Manager shall recoup the cost from the Writer.

d) **Manager's Warranty:** The Manager warrants to the Writer that it has acquired all necessary rights in the following underlying work(s) *(delete whole clause if not applicable).*

e) **Ownership & Rights:**

i) **Grant of Rights:**

- (1) Copyright in the Play shall remain the property of the Writer who agrees to Grant the Manager the right to present the Play in its original production as follows:
 - (a) exclusively in the UK other than the West End
 - (b) non-exclusively in play venues abroad only so long as these are named in the tour schedule issued by the agreed date in the production schedule.
- (2) These rights start from the date of the decision to produce and shall continue for **12 months** from the first full performance. This initial period of rights shall not exceed 20 months from the date of the decision to produce.
- (3) If the Manager decides not to produce, the rights to the Play shall immediately revert in full to the Writer and all outstanding fees up to the decision to produce including interest shall be paid in full.
- (4) If there is no first full performance within **20 months** of the decision to produce the rights to the Play shall revert in full to the Writer and all outstanding fees including interest shall be paid in full.
- (5) In the event of liquidation of the Manager (except for the purposes of immediate reconstruction or amalgamation), any voluntary arrangement with its creditors, or the appointment of an administrator (receiver), the rights to the Play granted to the Manager under this contract shall lapse and revert in full to the Writer.

f) **Alterations / Textual Integrity**

The Manager shall not alter the text or title of the Play, nor permit others to so 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.

g) **Moral Rights:**

- (1) The Writer asserts the Writer's rights to be identified as the author of the Play under S.77 of the Copyright Designs and Patents Act 1988 as follows:
I**(Name)** being the Author of the work entitled**(play title)** hereby assert generally my moral right to be identified as the author.
- (2) The Manager recognises the Moral Rights of the Writer as provided in Chapter 4 of the Copyrights Designs and Patents Act 1988 or any modification thereof for the time being in force.

6) **Credits:**

a) **Writer's Credit:**

- i) The Manager shall credit the Writer as follows and the Writer shall be credited on all publicity including posters and programmes.
- ii) Where either the director and/or the leading actors are also credited the Writer's credit shall be of equal size and degree of boldness in type and prominence.

- iii) Where the Writer wishes to use a 'Nom de Plume' they must inform the Manager at the time of signing the contract.
- b) **Management Credit:** The Writer agrees to use their reasonable endeavours to procure a credit in the event of the Play being published or presented as follows:- "Commissioned and first performed by (Company Name) on (date)".

7) Writer Consultation

a) Casting

The Manager shall consult and mutually agree with the Writer on the choice of director, designer and actors, in line with practice which may be set out in the ITC Fair Work Approved Company handbook from time to time, provided that:

- i. The Writer shall have due regard to the Manager's artistic and financial resources.
- ii. Neither party shall unreasonably withhold or delay such agreement.

b) Rehearsals

- i. The Writer shall have the right to attend rehearsals and shall at all times pay due consideration to the Manager's authority at rehearsal.
- ii. The Manager shall give three month's notice of the rehearsal period, or as much as reasonably practicable if less.
- iii. The Manager may require the Writer's working attendance at 6 days of rehearsal. If the Manager requires the Writer for additional days, the Writer shall be paid an additional daily fee as set out in the rates card in Appendix C
- iv. Any rewrites agreed during rehearsal shall be covered by the Writer's fee.

c) Publicity

- i. The Writer shall co-operate with the Manager in publicising the Play.
- ii. The Writer shall be consulted over programmes and publicity material relating to the Play.
- iii. The Writer will make all reasonable endeavours to attend publicity interviews subject to prior professional commitments.
- iv. If it is the Manager's policy to use biographies in programmes and/or in any other publicity material the Writer's biography will also appear. If the requested by the Manager to provide a biography the Writer shall do so within the stipulated number of words and by the date stated by the Manager
- v. Taken alone, failure to meet the conditions of this clause (6c i-iv) shall not be treated as a breach of contract

8) General:

a) Equal Opportunities:

ITC and WGGB are committed to the promotion of fairness at work and the elimination of unlawful discrimination.

It is acknowledged by both parties that Writers are included in the definition of employee contained in the Equality Act 2010 and shall be protected by its provisions regarding, among other things, discrimination, harassment, and victimisation.

- b) **Place of Work:** The Writer will work from their own base, using their own equipment unless otherwise agreed between the Parties.

- c) **No Employment or Partnership:** Nothing in this document shall be read as creating a contract of employment or a Partnership for the purposes of the Partnership Act 1890 between the Parties.
- d) **Free seats:**
 - i) The Manager will provide one free seat for the Writer and two for their guests for the first full performance of the Play and if applicable the press night.
 - ii) The Writer may attend any performance free of charge subject to availability of seating.
- e) **Confidentiality:** The Writer agrees not to disclose any confidential information about the work of the Manager, its service users, staff or volunteers, without prior authorisation from the Manager, other than to their agent, trade union, legal adviser, as required by law or for the purposes of “whistleblowing”, that being the raising of concerns about unsafe or unlawful practices or other misconduct by [the company] or any individual engaged by [the company] in relation to the creation of the work.
- f) **Health & Safety:** The Manager will take every reasonable step to ensure the Writer’s safety, however, the Writer has a legal duty to take reasonable care of his/her own health and safety as well as that of others affected by his/her acts or omissions. The Manager’s Health & Safety policy is set out in (state where e.g Schedule to the Contract, Staff Handbook).
- g) **Data Protection:** For the purposes of administration, it is necessary for the company to hold and sometimes disclose certain personal data about contractors.
 - i. Any data the company holds about the Writer will be processed in-line with the provisions of The UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018 (DPA) including taking every care to ensure that data is held securely and in confidence.
 - ii. The Writer has the right to inspect data that the Manager holds about the Writer and, if necessary, update that data. Normally inspection of file can be done within 30 working days of a request.
 - iii. If the Writer’s personal information changes at any time, the Writer should inform(insert name/job title of person) as soon as possible to ensure that the information remains accurate.
- h) **Severability:** If any term or other provision of this Agreement is determined to be invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect.
- i) **Third parties:**
 - iii) No one apart from the parties to this Agreement can enforce any part of this Agreement.
 - iv) This Agreement may not be assigned to a Third Party by either party.
- j) **Prosecution of Production:** If a complaint is made that a production is in violation of the law, of statutory requirements or if a claim or charge (either civil or criminal) is made against the Writer acting in accordance with their contract, the Manager shall indemnify them against any loss of damage. Should the Manager warn the Writer in writing that their treatment of the production is likely to give

rise to complaint or claim or charge and should the Writer ignore such warning the protection under this clause shall be forfeit. The Writer shall co-operate in every reasonable way to assist the Manager to defend any action against the Writer.

9) Termination:

- a) **Failure to Produce:** If the production is abandoned by the Manager at any time, for any reason within the Manager's control, the Writer shall be paid the next instalment due of the fee set out in 4.b and all agreed expenses incurred up until the time the production was abandoned.
- b) If the production is abandoned for reasons beyond the control of the Manager including, but not restricted to: royal demise, national mourning, enemy action, fire, flood, strikes, lockouts or by order of any licensing or other public authority having jurisdiction, this contract ceases to be valid and no further fees or expenses shall be payable to the Writer except those due up to the date of abandonment.
- c) Failure to Produce will result in all rights in the Play reverting back to the Writer in full immediately

10) Recording And Digital Rights

Both ITC and the WGGB confirm their commitment to live theatre and do not intend digital delivery of live performances to impact on the writing of new work specifically for the theatre.

- a) The Manager shall have the right to record the Play as follows:
 - i. non-broadcast/streamed use for research, archive and other private purposes by the Manager (or any third party authorised by the Manager with the Writer's written agreement).
 - ii. use of short excerpts not exceeding two minutes for promotional use where the Manager is not receiving an income (e.g. news, magazine programmes, award ceremonies).
- b) Additional payment and licencing (as set out below) is required for any additional use of the recordings including documentary and educational programmes where the Manager receives an income.
- c) Additional payment is due to the Writer for the use of any excerpt in any recording or broadcast for which the Manager receives a payment.
- d) **Timing:** If the Manager wishes to acquire a licence to exploit certain digital rights in the play (as set out in clause 10.g) below), the parties may discuss and provisionally agree the terms for such a licence at any time from the point of commission. However, it is understood that no digital licence will be formally granted until the following conditions have been met:
 - i. The play has been accepted for production and the acceptance fee has been paid
 - ii. The creative team for the play has been confirmed and rehearsals have commenced
 - iii. The parties agree in writing that the Writer will grant a digital licence to the Manager
 - iv. The digital licence fee has been paid
- e) In situations where a writer *does not* wish to grant a licence for digital use beyond that set out in clause 10.a), they must inform the manager no later than two weeks from the start of rehearsals.
- f) In the event that the parties agree in writing that the Writer will grant a digital licence to the Manager, the licence set out in clause 10.g below and the remaining provisions of clause 10 will come into automatic effect without the need for any further documentation or formality.

- g) **Licence:** Subject to the payment by the Manager to the Writer of the Licence Fee (as set out in clause 10.j) below), the Writer grants to the Manager a licence (the “Licence”) to make a recording of a live performance of the play (the “Recording”) and to broadcast the Recording by way of a live stream contemporaneously with the presentation of the play or by way of subsequent “as live” broadcasts to an audience unlimited by territory, but limited by capacity to an equivalent to 100% of the capacity of each theatre in which the play is presented for the run of the play. The licence shall be for a term of the play’s entire run plus one week immediately thereafter (the “Term”).
- h) It shall be open to the Manager to expand the maximum capacity by mutual consent with the Writer.
- i) The Manager will charge a fee to its audience for access to the Recording. In the case of broadcast to vulnerable audiences and audiences in care and/or educational settings (excluding universities, and educational institutions not funded or maintained by central government or local authorities), the Writer confirms that such broadcasts of the Recording may be made available free of charge at the Manager’s discretion.
- j) **Fees and royalties.** In consideration of the Licence, the Manager shall pay the Writer a licence fee of 5% of the writer’s fee (the “Licence Fee”). The Manager will also pay to the Writer a royalty of 8% of the Net Sales of the Recordings (the “Royalty”). 50% of the Licence Fee shall be recoupable from the Royalty.
- k) If the Recording is marketed to audiences in international territories with the intention of a deliberate broadcast for sale in those territories in addition to domestic audiences, then the Licence Fee shall be increased to 10% of the fee.
- l) “Net Sales” in this clause means the actual receipts of the Manager arising from the exploitation of the Recording hereunder less an amount equivalent to the current rate of VAT and any other tax levied thereon, discounts, credit card, charge card and sales commissions.
- m) **Extension.** Subject to mutual agreement, and by payment on or before the expiry of the Term of an additional 5% of the writer’s fee, or 10% if the Recording is marketed to audiences in international territories with the intention of a deliberate broadcast for sale in those territories in addition to domestic audiences (the “Additional Licence Fee”), the Writer will grant the Manager an extension of the Licence for a further period of 12 months from the expiry of the Term. For the avoidance of doubt, the Royalty shall be payable during any such extension to the Term and 50% of the Additional Licence Fee will be recoupable from the Royalty.
- n) **Subsequent usage and film and television rights.** It is confirmed that the Licence granted under this agreement is specifically for the Manager’s Recording of its production of the play and does not include the granting of film or television rights in the original play to the Manager or any associated party as such rights are strictly reserved to the Writer. Any additional film or television rights must be subject to additional fees and licence.
- o) **Further exploitation of the Recording.** It is confirmed that, following the expiry of the Licence, there should be no subsequent usage of the Recording by the Manager, another entity, or a combination,

without the express agreement of the Writer, save that the Manager may retain and use the Recording for archive purposes in perpetuity. Such archive recording may be made available to organisations involved in the provision of an assisted performance of the play.

- p) In the event that the Manager wishes to further exploit its Recording with or without a third party, it is understood and agreed that the Writer shall be under no obligation to enter into any such agreements, which shall be dependent on the Writer granting their permission. The Writer shall be party to any such negotiations and shall be signatory to any agreements for same as these relate to the acquisition of a licence of the Writer's rights in and to the play. In the event that such negotiations occur, the Writer shall seriously consider in good faith any proposals that may be put to the Writer. No use may be made of the Recording (except as specified in these minimum terms) without a signed licence in place with the Writer including terms relating to the remuneration for same, in advance of any such use.
- q) **Consultation:** In any edit of the production for digital distribution, the play and production will not be materially altered without the writer's prior consent.
- r) The writer will be creatively consulted during the preparation for and editing of the digital capture of the play, and – where possible – during the capture/digital broadcast process itself.
- s) **Credits:** The Manager shall ensure that the play and the Writer shall be credited in the form: PLAY TITLE by WRITER in the opening and end credits of the Recording.
- t) In the event that the play is published, the end credits shall include reference to the published edition of the play in a form to be mutually agreed by the Writer and the Manager.
- u) **Illegal downloading:** The Manager will take reasonable steps to prevent the illegal downloading or distribution of the Recording. Where the Manager is made aware of specific instances of piracy/illegal downloading and distribution, the Manager must inform the Writer as soon as reasonably practicable.
- v) **Ticketing:** The Writer and the Writer's representative shall be sent a complimentary link to a streamed or on demand performance of the Recording of their choosing, with reasonable notice given.
- w) **Music clearances:** In the event that the Writer wishes to include in the play any music the rights in which are owned by a third party, the Writer acknowledges that the Manager may be required to edit such music out of the Recording in the event that the cost of the clearances of such music for exploitation of the Recording as set out in this clause F is beyond the financial resources of the Manager.

11) **Dispute Resolution & Jurisdiction:**

- a) If there is a breakdown in the relationship between the Manager and the Writer that is likely to undermine a production and that cannot be resolved by followed any agreed internal procedure, the parties should, in the first instance, contact ITC or WGGB (as appropriate) who will work together to find a mutually agreeable solution.

- b) If the issue remains unresolved it is recommended that it is referred to mediation by a mediator to be appointed by ITC and WGGB.
- c) If mediation does not resolve the dispute, it may be referred to a joint committee of up to three representatives of ITC and up to three representatives of WGGB, who shall meet within 14 days to attempt to resolve the matter.
- d) The governing substantive law of this contract shall be the law of England, and the courts of England shall have sole jurisdiction if the above processes do not resolve a dispute.

12) OPTIONS

- a) **Options for future use:** On the condition that the Manager has presented the play within the Licence period stated in Clause 5(e), payment has been made to the Writer in accordance with clause 4(a) and the option is acquired and exercised in accordance with 12(b)(i) and (ii) below, the Writer grants the Manager the following options to use the Play substantially in its original production after the expiry of a licence granted under clause D(5)
- b) On payment of the fee set out in (d), the Manager may acquire the exclusive/non-exclusive right to perform the Play or authorise its performance *on the following terms:*
 - i) *For Options i & ii* These payments shall be additional to and not on account of royalties payable to the Writer under the terms of this agreement, which shall be paid at 8% of net box office receipts.
 - ii) *For Options iii to vii – These payments shall be on account of royalties and subject to such terms and conditions* as shall be separately negotiated in good faith with the Writer, subject to giving written notice to the Writer at any time on or before the expiry of the 'Acquisition Period' stated in (d). Such 'Acquisition Period' is calculated from the close of the run of Performances which commenced as stated in xxx above (the initial run)
- c) "Substantially in its original production" shall mean a production with the same director and designer and at least 50% of the original cast.

d) Terms

Option	Territory	Sum payable not on account of royalties	Sum payable on account of royalties	Acquisition Period	Exercise period
i	Exclusive right to present the Play substantially in its original production in The UK excluding the West End	£992.25	0	3 months	12 months
ii	Non-exclusive right to present the Play	£199.13	0	3 months	12 months (renewable)

	substantially in its original production in The UK excluding the West End				for up to 3yrs total)
iii	West End of London	Subject to good-faith negotiation			
iv	USA - Broadway	Subject to good-faith negotiation			
v	USA – rest of country	Subject to good-faith negotiation			
vi	Rest of World (for English-speaking productions)	Subject to good-faith negotiation			
vii	English language productions in non-English speaking countries e.g. festivals	Subject to good-faith negotiation			

SignedDate.....
The Writer

SignedDate.....
For The Company

ITC/GUILD WRITER'S CONTRACT 1998

AS REVISED 2002

APPENDIX A: AGREEMENT FOR TREATMENT FEE

From ITC Company to Writer

Dear [name of Writer]

On behalf of [name of Company] I have asked you to provide a treatment for a possible play, estimated length [more than 70 minutes / 31 to 70 minute / 11 to 30 minutes / 10 minutes or less] at present entitled [title].

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

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

Should you be commissioned to write the play, the total fee will be at least the fee for the relevant length of play (including the treatment fee already paid) on terms contained in the current ITC/Guild Agreement. If this agreement is not entered into within six weeks of delivery of the treatment then all rights in the treatment shall revert to you.

Yours sincerely

[Name of Company]

Appendix B: list of ITC Fair Work Approved Managers at April 2025 (subject to change)

Organisation Name	
20 Stories High	Prime Theatre
ACE Dance and Music	Punchdrunk Enrichment
Ardent Theatre Company	ReachOut Arts UK
ATC - Actors Touring Company	Red Ladder Theatre Comapny
Attic Theatre Company	Sarah-Jane Watkinson (OuterCircle Arts)
Ballet Cymru	Spare Tyre Theatre Company
Big Telly Theatre Company	Spectacle Theatre
Boundless Theatre	Taking Flight Theatre
Cardboard Citizens	Talawa Theatre Company
Clean Break	The Albany
Collective Encounters	The Spark Arts for Children
Cwmni Fran Wen	Theatr lolo
Cwmni Theatr Arad Goch	Theatr na nÓg
Deafinitely Theatre	Theatre Centre
Eastern Angles Theatre Company	Theatre of Debate
Fevered Sleep	Theatre Porto
Full House Theatre	Theatre-Rites
Gate Theatre	ThickSkin Theatre
Graeae	tiata fahodzi
Grid Iron	Told by an Idiot
Half Moon Theatre	Tortoise in a Nutshell
HighTide	Tramshed
Hijinx Theatre	Travelling Light Theatre Company
Kali Theatre	Turtle Key Arts
Little Actors Theatre Company	tutti frutti productions
Live Theatre	Unfolding Theatre
Luca Silvestrini's Protein	Upswing
M6 Theatre Company	Vanishing Point
Marlborough Productions	Vincent Dance Theatre
Motionhouse	Visible Fictions
Moulded Theatre Company	Vital Xposure
National Dance Company Wales	Wildworks
New Earth Theatre	Z-arts
New Perspectives	Zest Theatre
November Club	
Oily Cart	
Open Clasp Theatre Company	
Page One Theatre	
Paines Plough	
Pentabus Theatre	
Pied Piper Theatre Company	

Appendix C: ITC-WGGB agreed rates 2024/25 to 2027/28

Cash increase

ITC Rates		2024/25	2025/26	2026/27	2027/28
Play over 70 mins		£9,176.00	£10,323.00	£10,942.38	£11,380.08
Play between 31 and 70 mins		£6,110.00	£6,873.75	£7,286.18	£7,577.62
Play between 11 and 30 mins		£3,056.00	£3,438.00	£3,644.28	£3,790.05
Play under 11 minutes		n/a	£1,000	£1,060	£1,102.40
Minimum royalty		£62.10	£62.10	TBC	TBC
Royalty threshold		£61,807.00	£61,807.00	TBC	TBC
Meal allowance		£17.75	£32.51	£34.14	£35.50
Management participation		£32,296.00	£32,296.00	TBC	TBC
Additional day rate		£66.65	£133.00	£139.00	£144.56
Pre/post show discussions		£66.65	£74.98	£79.48	£82.66
Option purchase	i)	£882.00	£992.25	£1,051.79	£1,093.86
	ii)	£177.00	£199.13	£211.07	£219.52

Percentage increase

ITC Rates		2024/25	2025/26	2026/27	2027/28
Play over 70 mins		£9,176.00	12.5%	6.0%	4.0%
Play between 31 and 70 mins		£6,110.00	12.5%	6.0%	4.0%
Play between 11 and 30 mins		£3,056.00	12.5%	6.0%	4.0%
Play under 11 minutes		n/a	n/a	6.0%	4.0%
Minimum royalty		£62.10	0%	Subject to annual review	Subject to annual review
Royalty threshold		£61,807.00	0%	Subject to annual review	Subject to annual review