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# **Producing, Presenting and Touring Handbook 2019**

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6 September 2019

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# INTRODUCTION

The touring of theatre and performing arts across the UK is essential for audiences, and for our industry.

Discussions at the Theatre and Touring Symposium in 2018<sup>1</sup> made clear that the touring, producing and presenting ecology has changed considerably in recent years. Many described new financial pressures, which place increased strain on relationships between Producers and Venues.

People talked of an erosion of trust and transparency in these relationships, and of a desire to address this.

UK Theatre and Society of London Theatre (SOLT) committed to explore the new operating context for producing, presenting and touring in the UK and to facilitate contemporary, consistent and clear ways of working. We asked Rachel Tackley and Vicky Graham to work with us. Our thanks go to them for their expertise and their enthusiasm for this project.

Between November 2018 and May 2019, Presenting and Producing contributors from across the theatre and performing arts sector took part in conversations to understand each other's operating context, discuss wider issues affecting touring and suggest resources to improve the situation.

We also talked with colleagues across the sector including the UK Arts Councils, ITC and the League of Independent Producers.

This Producing, Presenting and Touring Handbook, containing new resources and guidance, is the result of those conversations.

The new resources in this Handbook have been developed so that Venues and Producers can build stronger relationships to improve the long-term health of touring in the UK. UK Theatre and SOLT now encourage you to adopt them.

We expect to update the content over time following feedback at the Theatre and Touring Symposium 2019 and your experience of using it.

The Handbook is for a broad user base: new and experienced practitioners; professionals working in different art forms including theatre, dance and opera; those working in rural and metropolitan contexts and in venues of all sizes; those receiving public funding and those operating either commercially or not-for-profit.

We hope the materials will offer something of value to everyone and provide a framework for relationships, as well as an ambitious blueprint for the development of producing, presenting and touring theatre and the performing arts in the UK.

This Handbook has evolved from existing materials<sup>2</sup>. Further reading and other initiatives are signposted at the end of the Handbook.

UK Theatre and SOLT consider this the first stage of longer-term work to support the producing, presenting and touring model in the UK. Our industry will need further collaborative, industry-wide support to adapt to an ever-changing context and to continue to make work for engaged audiences across the UK. There are suggestions here for what should come next. We look forward to talking with you.

Julian Bird (Chief Executive) and Cassie Chadderton (Head of UK Theatre)

<sup>1</sup> Details of these discussions can be found in the [Theatre and Touring Symposium Report available here](#).

<sup>2</sup> The League of Independent Producers' Deal Memo, the UK Theatre Code of Practice for Venues and Producers, and the UK Theatre Venue Agreements Guidance (created in association with Harbottle & Lewis) 2017.

# SEVEN KEY ISSUES

It is widely understood that touring relies on relationships. While many touring relationships may be in good health, this work focused on the frustrations and the challenges experienced by contributors and how they might be addressed.

## Seven key issues emerged:

### 1. Challenges in programming

- Poor communication – especially relating to timeliness and courtesy in communicating deadlines and decisions – is damaging to relationships.
- Inadequate or inaccurate Venue information creates an inefficient programming process for all involved. Venues reported a large volume of unsuitable enquiries and concerns were raised about a barrier to entry for new Producers.

### 2. A lack of transparency in deals

- Venues reported unexplained royalty hikes by Producers, and Producers reported unexpected or hidden charges from Venues.
- There is a strong desire for simplicity in deals. Producers and Venues expressed interest in exploring the possibility of standardised contracts with straight box office splits and/or ceilings for Producer royalties and maximum limits to Venue charges.
- There is concern that the deal-making process fails to address tour cancellation as an eventuality. This leads to financial and operational damage for Venues and reputational damage for Producers and the industry as a whole.

### 3. Challenges of audience development

- Producers and Venues reported a dual pressure: to increase income from existing audiences and to attract new ones. There is little clarity as to responsibility or resource to increase audience engagement across the sector.
- Short timelines, small budgets and financially-focused deals leave little opportunity for strategic or collaborative marketing activity and can lead to an “us vs. them” attitude between Producers and Venues.

### 4. Problems of supply and demand, and a need for public investment on the mid-scale

- Venues report an issue of over-supply on the small-scale and inadequate supply (especially of quality drama) to meet demand on the mid-scale.
- There is concern that mid-scale touring will become unviable for not-for-profit Producers and unsustainable without double subsidy (of Producer and Venue). There is demand for investment beyond consortia and strategic touring funds.

# SEVEN KEY ISSUES

## 5. Challenges of collaborative working and consortia

- The increase in consortium working amongst funded producing Venues is felt to be positive in many cases. However, there is concern about reduced opportunities for and exclusion of:
  - a) Presenting Venues;
  - b) freelance creatives;
  - c) touring companies.
- Where there are multiple Producers on a production, Producers and Venues reported disagreement about creative ownership and managerial leadership (especially where Theatre Production Tax Relief requires a “lead Producer”).

## 6. Inadequate consideration of access and inclusion

- There is often disagreement between Producers and Venues about appropriate access initiatives and who should bear the financial and administrative responsibility for them.
- There is concern that networking opportunities (e.g. drinks receptions) are often inaccessible to practitioners with visible and invisible disabilities.
- Travel (especially cost of travel) to training and networking events is considered to be a further barrier to access.

## 7. Impact of limited resources on long-term relationships and the future health of the sector

- There was concern that short-term programming needs are given greater priority than long-term relationships or the future health of the touring sector.
- There was a desire for investment in the next generation of practitioners, with emphasis on training and networks.

# SEVEN PRIORITIES & RECOMMENDED ACTIONS

## 1. CLARITY IN PROGRAMMING

<b>Producers &amp; Venues</b>	<ul style="list-style-type: none"> <li>Adhere to terms of engagement in Code of Practice</li> </ul>
<b>Venues</b>	<ul style="list-style-type: none"> <li>Review Producer-facing website information</li> </ul>
<b>UK Theatre &amp; SOLT</b>	<ul style="list-style-type: none"> <li>Promote awareness and use of new and existing resources, including this Handbook</li> <li>Explore development of a central database with Producer and Venue profiles</li> </ul>

## 2. TRANSPARENCY IN DEALS

<b>Producers &amp; Venues</b>	<ul style="list-style-type: none"> <li>Adopt the Deal Memo Template as the basis for negotiations</li> <li>Ensure initial agreements include: every component that has the potential to a) reduce income or b) increase costs to either party; realistic projections; financial expectations; and discussion of “what if no one comes?”</li> <li>Issue contracts in a timely manner</li> </ul>
<b>UK Theatre &amp; SOLT</b>	<ul style="list-style-type: none"> <li>Update Deal Memo Template and Handbook regularly in response to user feedback</li> <li>Explore the possibility of developing common some definitions or terms for contracts (on points which are not contentious or related to the commercial aspect of the deal)</li> <li>Explore development of guidance on cancellation clauses</li> </ul>

## 3. CONSIDERATION OF AUDIENCES & INVESTMENT IN AUDIENCE DEVELOPMENT

<b>Producers &amp; Venues</b>	<ul style="list-style-type: none"> <li>Place audiences at the forefront of deal-making</li> <li>Involve marketing representatives at the earliest opportunity</li> <li>Adopt a collaborative approach to audience development</li> </ul>
<b>UK Theatre &amp; SOLT</b>	<ul style="list-style-type: none"> <li>Explore development of guidance for marketing, audience development and inclusion, and amplify examples of best practice</li> <li>Work with partners and funding bodies to explore a national campaign for audience development</li> </ul>

## 4. UNDERSTANDING OF SUPPLY AND DEMAND, AND INVESTMENT ON THE MID-SCALE

<b>Venues</b>	<ul style="list-style-type: none"> <li>Offer opportunities for small-scale artists and new Producers to work on mid-scale</li> </ul>
<b>Funding Bodies</b>	<ul style="list-style-type: none"> <li>To invest in these opportunities</li> <li>Extend investment in touring mid-scale productions, including in mixed funding models especially to extend reach of quality work where demand can be evidenced</li> </ul>

# SEVEN PRIORITIES & RECOMMENDED ACTIONS

<b>5. UNDERSTANDING OF THE BENEFITS AND CHALLENGES OF COLLABORATIVE WORKING AND CONSORTIA</b>	
<b>Producers &amp; Venues</b>	<ul style="list-style-type: none"> <li>• Develop consortia which include Presenting Venues, touring companies and partners with specialist/complementary skills</li> <li>• Prioritise training and opportunities for freelance practitioners</li> </ul>
<b>UK Theatre &amp; SOLT</b>	<ul style="list-style-type: none"> <li>• Provide guidance on principles of collaborative agreements, especially relating to leadership and Theatre Production Tax Relief</li> </ul>
<b>6. COMMITMENT TO ACCESS AND INCLUSION</b>	
<b>Producers &amp; Venues</b>	<ul style="list-style-type: none"> <li>• Place accessibility (for artists and audiences) at the forefront of touring plans</li> <li>• Agree budget and responsibility for access initiatives as part of initial agreement</li> </ul>
<b>All</b>	<ul style="list-style-type: none"> <li>• Make inclusion a primary consideration at training and networking events (considering visible and invisible disabilities, geography and cost of travel)</li> </ul>
<b>7. INVESTMENT IN A SKILLED &amp; NETWORKED FUTURE WORKFORCE</b>	
<b>Producers &amp; Venues</b>	<ul style="list-style-type: none"> <li>• Encouraged by UK Theatre &amp; SOLT, to offer paid placements and traineeships for Producers and freelance creatives on touring productions</li> </ul>
<b>Venues</b>	<ul style="list-style-type: none"> <li>• Consider repeat bookings and multi-year programming where possible</li> </ul>
<b>UK Theatre &amp; SOLT</b>	<ul style="list-style-type: none"> <li>• Explore the potential to coordinate open days for new Producers to meet programmers and artistic directors of Venues</li> <li>• Extend their touring-specific training offers (e.g. use of the Handbook, cash-flow and tour booking), offer online tutorials and tour-specific mentoring</li> <li>• Talk to Stage One about its training programme for touring producers (e.g. with workshops, placements, mentoring and potentially bursaries for new and aspiring Producers)</li> <li>• Facilitate opportunities for programmers to engage with new work, especially work in progress, via regional, seasonal and discipline-specific showcases</li> </ul>
<b>All</b>	<ul style="list-style-type: none"> <li>• Commit to evaluation of touring productions (Code of Practice)</li> <li>• Commit to continue dialogue to further support relationships</li> </ul>

# CODE OF PRACTICE

1. Venues, Producers and Presenters should treat one another with honesty and respect with an emphasis on timeliness and transparency in negotiation and communication. While it is acknowledged that some financial detail may be commercially sensitive, all parties undertake to practice transparency.

## **Booking enquiries & Programming**

2. Venues should be transparent about their programming process. Websites should clearly state venue capacity, current programming policy and priorities, preferred method of contact (email / phone call / meeting), materials accepted for consideration, programming rhythms and expected response times. As far as reasonably possible, all enquiries should be answered within 20 working days.
3. Producers should respect Venues' programming processes and tailor their enquiries accordingly.

## **Initial Agreement**

4. To support the development of good relationships, efforts should be made to base initial agreements on face-to-face meetings. This is especially important in the case of a first booking between a Producer and a Venue. If face-to-face is not possible, a virtual meeting (i.e. a video or conference call) should usually be scheduled.
5. Special care should be taken in initial agreements to consider audiences and address collaborative marketing and engagement strategies. Discussions should cover cost and capacity, so that reasonable goals and expectations can be agreed.
6. When a booking is confirmed it should be agreed which party is completing the Deal Memo Template (or other form of deal memo), or whether one party will be immediately issuing a contract. The draft document(s) should be produced and shared ideally within three working days. Any proposed amendments should be made within three working days of receipt of the draft.
7. In the event that the Deal Memo Template is not used, the initial agreement (whether taking the form of another deal memo or full contract) should explicitly include every component that has the potential to a) reduce income or b) increase costs for either party, where possible illustrating the impact on net box office potential. This would include but not be limited to: pricing; royalties; commissions; booking and transaction fees; levies; Private Property seats, seats not for sale and complimentary tickets; marketing and technical contracts (including disclosure of staff recharge rate cards); share of costs related to assisted performances; policies and riders.
8. The initial agreement should clearly state the policy for, and financial consequences of, cancellation by either party.
9. Upon negotiation of a deal memo, the parties should make clear whether or not its terms are legally binding or subject to a longer form contract. If the deal memo is not legally binding, the parties are expected to abide by its terms unless exceptional circumstances intervene. As far as reasonably possible, any area of additional recharge that is not covered in a deal memo will be mutually agreed in advance by both parties and confirmed in writing.

10. A contract should usually be agreed within 20 working days of a deal memo or 90 days prior to the beginning of the engagement, whichever is the sooner.

### **Before the Tour**

11. Special care should be taken by Venues, Producers and Presenters to maximise the accessibility of touring theatre and dance productions for a diverse range of artists and audiences across the UK.
12. The Venue and the Producer's marketing managers or their designated representatives should commence discussions of marketing activity as soon as practically possible after initial agreement, ideally within 10 days. To support industry-wide audience development priorities and good practice, every effort should be made for such marketing managers or representatives to base marketing and audience development agreements on face-to-face meetings. Any marketing cost to be recharged or shared must be agreed in writing.
13. The Venue's and the Producer's technical managers or their designated representatives should agree in writing the actual length, times and crew call for the get-in, get-out and performance and associated costs no less than 30 days prior to the commencement of the engagement.
14. Both parties should agree a schedule of regular communication to track the show's progress, respond to sales, discuss any unexpected changes and anticipate issues.
15. Special care should be taken by Venues, Producers and Presenters to minimise the carbon emissions and environmental impacts related to touring theatre and dance in the UK.
16. Venues, Producers and Presenters should abide by the UK Theatre / BECTU Code of Conduct for Get-Ins, Fit-Ups and Get-Outs and pro-actively share health and safety information including risk assessments in a timely manner.

### **After the Tour**

17. The final box office return should be emailed to the Producer within two working days of the final performance.
18. A settlement statement with supporting paperwork should be sent to the Producer no less than 20 working days after the final performance and the settlement should be paid within 30 working days of the final performance.
19. All tours should be followed by an evaluation discussion with every effort made to schedule a face-to-face meeting, as with initial agreements.

<b>Date issued:</b>	<b>Issued by:</b>
<b>Changes due by:</b>	<b>Contract due by:</b>
<b>Party responsible for contract:</b>	
<b>It has been agreed that this document is legally binding:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	

PARTIES	
Venue name	
Venue contracting entity	
Venue address (& registered address)	
Booking contact (incl. phone and email)	
Producer name	
Producer contracting entity	
Producer address (& registered address)	
Booking contact (incl. phone and email)	

PRODUCTION	
Title	
Author	
Named artists (confirmed/expected)	
Understudies (Y/N)	

EXPECTATIONS & SCENE-SETTING	
Target audience (known/unknown?)	
Age & content guidance	
Financial goals (see Pricing & Box Office)	
Non-financial goals	
What if no one comes?	
Exclusion / barring clause	
Policies discussed	<input type="checkbox"/> Audience Development <input type="checkbox"/> Access & Inclusion <input type="checkbox"/> Environmental <input type="checkbox"/> Safeguarding <input type="checkbox"/> Dignity at Work <input type="checkbox"/> Cancellation

<b>DATES AND SCHEDULE</b>	
Get-in date & time	
Get-out date & time	
Access period (dressing rooms, rehearsal space, stage)	
Running time & interval(s)	

Performance schedule, including accessible performances and pre-/post-show events (insert times):							
	<b>Mon</b>	<b>Tues</b>	<b>Wed</b>	<b>Thu</b>	<b>Fri</b>	<b>Sat</b>	<b>Sun</b>
Matinee							
Evening							

<b>FINANCIAL DEAL</b>		
	<b>Producer</b>	<b>Venue</b>
Royalty off the top		
Commissions off the top		
Fee		
Guarantee / Advance		
Split %		
1st call		
2nd call		
Split % thereafter		

<b>Contras</b> (Technical/Marketing/Other)	
Programme charge or commission?	
Merchandise and commission charge?	

<b>FINANCIAL ARRANGEMENTS</b>	
VAT status of Venue	
VAT status of Producer	
Treatment of foreign entertainers and other withholding taxes	
Billing & invoicing arrangements	
Late payment charges and other conditions	
Date of final settlement	

## PRICING & BOX OFFICE

House configuration & capacity (incl. kill seats for orchestra/sound desk)	
Price bands	
Agreed gross box office potential for engagement	
Number of kill seats per performance/week	
Venue PP seats per performance/week	
Venue & Producer comp allocation	
Agreed discounts, concessions and membership schemes	
Dynamic pricing to be used?	
Agreed net box office potential for engagement	
Box office projection	

	Inside	Outside	In person/Online/Telephone
VAT			
Booking fee			
Transaction fee			
Levies			
Other			

## MARKETING

Tour announcement date	
Venue on-sale date	
Marketing deadlines	
Process for agreeing image and copy	
Assets required of Producer (incl. print quantities, digital assets, EPK)	
Fee for inclusion in brochure (if applicable)	
Marketing contra	
Targeted marketing & audience development activity (incl. budget & responsibility)	
Press night & hospitality (incl. budget & responsibility)	
Sponsorship	
Agencies (third party agents, allocations, terms)	
Group sales	
Unsold tickets policy	
Theatre Tokens policy	
Audience data & sharing principles (incl. charges if applicable)	

<b>AUDIENCE ACCESS &amp; INCLUSION</b>					
	<b>Date &amp; time</b>	<b>Responsibility</b>	<b>Producer contribution</b>	<b>Venue contribution</b>	<b>Provider of service</b>
Audio-described performance(s)					
Captioned performance(s)					
Touch tour(s)					
Sign Language Interpreted performances					
Other					

No. and location of wheelchair-accessible seats	
Access & Inclusion policy provided?	
Venue accessibility audit provided?	
Companion ticket policy	

<b>TECHNICAL</b>	
Technical specifications and accessibility audit provided by Venue	
Technical rider provided by Producer (incl. deadline if applicable)	
Crew for get-in, performance and get-out	
Charges incurred in changing seating configuration	
Health & Safety policy provided?	
Staff rate card (incl. minimum call, overtime, holiday pay, NI and pension charges) provided?	
Do technical charges reflect the UK Theatre / BECTU agreement?	
Will timesheets be provided?	
Responsibility for PRS reporting	
Licensing requirements	
Other technical considerations & charges	

<b>COMPANY MANAGEMENT &amp; RESPONSIBILITIES</b>	
Digs list provided? Date last updated?	
Backstage facilities	

<b>EVALUATION</b>	
Reporting required / requested (including data sharing, financial settlement, press & marketing)	
Evaluation meeting (date & attendees)	

# RESOURCES & FURTHER READING

## UK Theatre and SOLT Resources

- [Theatre and Touring Symposium Report 2018](#)
- [UK Theatre Handbook – Venue Agreements Guidance](#) (in association with Harbottle & Lewis) 2017
- [GDPR guidance from the Audience Agency](#)
- UK Theatre/BECTU Code of Conduct for Get-Ins, Fit-Ups and Get-Outs **IN PROGRESS**

## Industry resources

- [ABTT Technical Standards for Places of Entertainment](#)
- [ABTT Code of Practice COP009: Model Technical Rider & Guide](#)
- [HSE \(Health & Safety Executive\) guidance](#)

## Reports & resources from funding bodies

- [“Shaping the Next Ten Years”](#): Arts Council England’s consultation materials and framework for investment strategy 2020-2030
- [A Review of Touring Theatre and Dance in Scotland](#): Creative Scotland Report, 2017
- [Creative Scotland Touring Fund](#)
- [Touring Code of Practice - Federation of Scottish Theatre](#) (Working document) 2019

## Databases & directories

- UK Theatre [Member Directory](#)
- SOLT [Member Directory](#)
- [Performing Arts Yearbook](#)
- [TourBook](#) – online database for producers, presenters and venues touring in/to Scotland, Ireland and Northern Ireland

## Touring resources

- [ETT Forge](#) – skill-based workshops, advice, connections and support for UK producers and companies with a proven commitment to touring.
- [house](#) venue network (South East and East of England) offering training, resources and Pitch Up scheme
- [theatredigsbooker.com](#)
- [Theatre Digs List Facebook group](#)
- [Touring Together Twitter account](#) and [Facebook group](#) – helping touring professionals with information about services local to tour venues
- [Venues North](#) – a network of venues in the North of England committed to supporting artists to create and tour new work. Two useful resources:
  - [Routes In](#) – A guide to getting new work programmed in the North of England
  - [North East Artist Development](#) – A Guide to Venues and Festivals in the North East, January 2018
- [Venues South West](#) – a network of venues and organisations in the South West committed to supporting artists and their own version of Routes In – a guide to getting new work programmed in the South West of England.

## Audience development initiatives

- [audiencefinder.org](#)
- [New Theatre In Your Neighbourhood](#) – a Fuel/Dialogue collaboration exploring relationships between artists and audiences at six venues from 2013-2015

## Training programmes

- [Stage One](#) – a charity supporting new commercial producers via educational and investment schemes, working closely with SOLT and UK Theatre.
- [China Plate](#) – The Optimists: a training opportunity for emerging theatre-makers and producers

## Showcases

- ARC Stockton's [REACH – Touring in the North East Showcase](#)
- Musical Theatre Network - [BEAM showcase](#)

## Artist development schemes

- [Amplify](#) - Nottingham Playhouse's artist development scheme since 2017
- [Bristol Ferment](#) – support for theatre-makers from Bristol and the South West
- [In Good Company](#) – artist development programme for theatre-makers and companies in the Midlands
- [JMK Trust National Programme](#) – workshop, professional development and networking opportunities for emerging directors offered at twelve partner venues
- [Lowry Associate Artist Scheme](#) – supporting artists and companies to increase their national and international profile and build a sustainable career
- [New Diorama's Artist Development programme](#), especially its support for emerging companies via the NDT Supported Companies scheme, producing surgeries, Green Rooms hotel partnership and travel grants.
- [Nuffield Southampton Theatres Laboratory Scheme](#)
- [Pleasance Futures Artist Support](#), especially Partnership Pathways with partner venues HOME Manchester, Leicester Curve, York Theatre Royal, Bristol Old Vic, Royal and Derngate Northampton.

## Consortia

- [Ramps on the Moon](#) – collaborative network of six NPO theatres striving for a step change in the inclusion and integration of d/Deaf and disabled individuals
- [Music & Lyrics](#) – Grand Opera House Belfast, Birmingham Hippodrome, Alhambra Theatre Bradford, The Marlowe Canterbury, Wales Millennium Centre, Theatre Royal Newcastle, Bord Gais Energy Theatre, Festival Theatre Edinburgh, Hull New Theatre, Sheffield Theatres, Royal & Derngate Northampton, Theatre Royal and Royal Concert Hall Nottingham, The Lowry, Wolverhampton Grand, Mayflower Theatre Southampton, Cliffs Pavilion Palace Theatre, Hall for Cornwall, Aberdeen Performing Arts
- [Mid-scale Musical Theatre Touring Consortium](#) – Royal and Derngate, China Plate, Improbable, Mercury Musical Developments, Musical Theatre Network, Perfect Pitch and Scottish Opera.
- [Scottish Touring Consortium](#) – His Majesty's Theatre Aberdeen, The King's Theatre Glasgow, Theatre Royal Glasgow, Eden Court Inverness, and the Festival City Theatres Trust Edinburgh

## Miscellaneous

- [PRS for Music guidance on theatre royalties](#)
- [HMRC guidance on Foreign Entertainer tax rules](#)
- [HMRC guidance on Theatre Production Tax Relief](#)

# FINANCIAL DEAL TERMS

In general terms, there are two broad types of financial deal for a production – fixed or linked to box office receipts.

## Fixed deals

Where there is a rental arrangement, the Producer will pay the Venue a rental sum. The Venue will typically deduct the rent from the box office receipts and will pay the balance of the box office receipts to the Producer. Where there is a fee, a Venue will make a payment to a Producer for a performance or engagement.

## Financial deal linked to box office receipts

There are many ways in which a financial deal linked to box office receipts may be structured. Set out below is a list of the key points to consider when structuring a financial deal based on box office receipts. Most financial deals linked to box office receipts will be based on a combination of the deals set out below.

- **Royalties:** the Producer is likely to have an obligation to pay royalties based on box office receipts in respect of the presentation of the production at the venue (for example to the owners of the underlying rights in the play/musical and to the creative team for the production). The parties should therefore agree whether such royalties will be paid in first place out of the box office receipts (when they are said to have been paid “off the top”) or whether the Producer will pay the royalties solely out of its share of the box office receipts.
- **Guarantee:** this may be a guarantee given by either the Venue or the Producer that the other party will receive a minimum sum based on box office receipts. In the event that the box office receipts are insufficient to cover the guarantee, the party making the guarantee will have to pay the amount of the shortfall out of their own funds. Typically a guarantee will be given by a Venue, rather than a Producer. It is common to apply a guarantee “against” a split, meaning that the Producer gets a guaranteed fee or an agreed percentage of the net box office – whichever is the larger. For example, a guarantee of £10,000 against a 70/30 split.
- **Advance:** in some rare cases, the Venue may agree to make a payment in advance of the production to ease cash-flow.
- **Calls:** the parties may agree that the box office receipts will be divided so that one party is paid all of the box office receipts up to an agreed level. This is known as a “first call”. For example, the Producer has a first call on all box office receipts from the run of the production up to £20,000. It may also be the case that after the first call to one party, all of the box office receipts up to an agreed level are then paid to the other party. This is known as a “second call”. For example, the Producer has a first call on all box office receipts from the run of the production up to £20,000 and the Venue has a second call on all box office receipts above £20,000 up to £30,000.
- **Split:** this is where the parties agree to split the box office receipts in percentage shares. Traditionally, the Producer’s share is stated first. For example, a deal in which 80% of all box office receipts is be paid to the Producer and 20% is retained by the Venue would be known as an “80/20 split” in the favour of the Producer.

# GLOSSARY OF TERMS

Term	Definition
<b>Access period</b>	Understood to be the period during which the Producer has access to the Venue. NB: agreements should specify exclusive and non-exclusive use, use of stage, dressing rooms, green room, rehearsal rooms, etc.
<b>Accessibility audit</b>	An audit of a Venue's premises, facilities and services, taking disabled access into consideration.
<b>Advance</b>	This may refer either to advance sales (i.e. box office receipts in advance of the scheduled performance) and may or may not include reservation, or to a sum paid by one party to another on account of future entitlements.
<b>Barring clause</b>	A clause requiring that a production does not tour to other Venues within a given radius (a number of miles) within a given time period (a number of weeks). Some barring clauses name the Venues which fall within the excluded radius for absolute clarity. Such clauses are intended to prevent audience dilution. Also known as an Exclusion clause.
<b>Booking fee</b>	A fee applied to the ticket price in respect of the ticket booking service (see "inside charge" and "outside charge").
<b>Box office potential</b>	The maximum possible box office receipts for a performance, week or entire engagement. This is a multiple of the House Capacity, maximum ticket price and number of performances (occasionally referred to as Full House Value) used in deal-making and projections. Consistency is advised in use of gross box office potential (before deductions) or net box office potential (after deductions).
<b>Cancellation</b>	Where the cancellation of the entire run of a production and/or any performance of the production is not due to force majeure, a cancellation payment is usually applied as compensation for lost income. In order to be legally enforceable, provisions for cancellation payments must constitute a genuine and reasonable pre-estimate of the loss which will be suffered by the party subject to the cancellation. Cancellation payments and a process for communication cancellation should be agreed in advance.
<b>Commissions</b>	<ul style="list-style-type: none"> <li>• <b>Credit card commission:</b> a deduction to cover the costs charged by the Venue in processing ticket purchases made by credit or debit card. The agreement may specify a flat rate of commission for all credit card transactions or a stepped rate applicable to different types of credit card. Commission will usually be payable in respect of the price of the ticket sold.</li> <li>• <b>Group sale commission:</b> the fee and/or commission payable in respect of sales of tickets to group organisers i.e. persons who purchase tickets on an organised basis for groups of people. Please note that the definition of a group will vary, but will usually consist of more than six or eight persons.</li> <li>• <b>Third party agent's commission:</b> if the Venue is making tickets available through a third-party ticket agent, this is the fee and/or commission charged by such third-party ticket agent. An additional charge may be made by the Venue, and must be defined.</li> </ul>
<b>Comps</b>	An abbreviated term for complimentary tickets.
<b>Comp allocation</b>	The number of complimentary tickets to which the Producer and Venue are entitled under the agreement.

# GLOSSARY OF TERMS

<b>Configuration</b>	The physical layout of the stage or performance space and seating. Some Venues have flexible auditoria, and will need to know which configuration the production will use (e.g. end-on, in-the-round, traverse). Other production elements which may affect the configuration include use of a sound desk, orchestra pit, addition/removal of forestage in a proscenium theatre. Changes to configuration will impact box office potential and may incur technical charges.
<b>Contra</b>	In addition to the financial deal, the Producer may be required to pay the Venue a contra sum to cover actual costs incurred by the Venue during the run of the production. In the touring context, common contra charges include: <ul style="list-style-type: none"> <li>• <b>Technical contra:</b> crew calls (rate cards); equipment hire; reconfiguration of the stage and auditorium; licences; PRS, PPL, VPL levies</li> <li>• <b>Marketing contra</b></li> <li>• <b>Facilities charges:</b> cleaning; heating; lighting; power; wifi; laundry and towel usage</li> </ul> Agreements should be clear on when these charges will be applied.
<b>Contract</b>	A legally-binding agreement which covers all aspects of the arrangement between Producer and Venue pertaining to the engagement.
<b>Crew call</b>	The number of crew members to be called and number of hours they will be called for. NB: there is usually a minimum length of call for technicians. Venues should have rate cards which clearly state: whether they reflect local rates, UK Theatre / BECTU agreement rates (and therefore whether they will change as rates change); minimum calls; overtime; treatment of holiday pay, NI and pension charges; and whether timesheets will be provided.
<b>Deal Memo</b>	A short document which sets out the headline terms of the arrangement between Producer and Venue pertaining to the engagement. This should make clear whether its terms are legally binding or subject to contract. The Deal Memo should explicitly include every component that has the potential to a) reduce income or b) increase costs for either party, where possible illustrating the impact on net box office potential.
<b>Deductions</b>	A general term for costs and charges deducted from box office income, which can include VAT, commissions and ticketing charges.
<b>Digs (and digs list)</b>	Temporary accommodation for a touring company (including performers, musicians, technicians and stage management). It is customary for Venues to keep a digs list of recommended accommodation with easy access to the Venue.
<b>Exclusion clause</b>	See Barring clause.
<b>Force majeure</b>	A force majeure clause provides that neither party is liable for breach of its obligations under an agreement if the performance of its obligations was prevented by events beyond their control (e.g. fire, flooding, national mourning, etc.).
<b>Foreign entertainers</b>	Non-UK resident artists of all disciplines. Foreign entertainers are subject to UK taxation on UK earnings. As such, HMRC requires that managers apply a withholding tax to foreign entertainers' earnings. Agreements will grant Venues the right to withhold from box office receipts any tax due to HMRC in respect of foreign entertainers.

# GLOSSARY OF TERMS

<b>GDPR</b>	The General Data Protection Regulation introduced in 2018 to protect privacy and address data breach issues, which requires all businesses to adhere to strict regulations on collection and use of individuals' data.
<b>Get-in</b>	The process of getting the stage scenery, props, costumes, sound and lighting equipment, etc. into the venue. This commonly incurs a charge (contra) for the theatre crew.
<b>Get-out</b>	The process of removing the stage scenery, props, costumes, sound and lighting equipment, etc. from the venue, cleaning up and getting out of the theatre so as to leave it as it was before get-in. This commonly incurs a charge (contra) for the theatre crew.
<b>House capacity</b>	Commonly understood to mean the number of seats available in an auditorium. NB: this can be altered by house configuration and kill seats.
<b>House seats</b>	An allocation of seats for each performance which, by arrangement between Producer and Venue, are specially reserved for disposal to persons connected with the show, and friends and associates. House seats are usually released to the box office for sale, if not disposed of, at least 48 hours before each performance. House seats may be put at the disposal of favoured individuals, such as author, composer, and possibly certain privileged members of the creative team. It is usual to require all house seats to be paid for at regular box office prices.
<b>Initial agreement</b>	The headline terms of the arrangement between Producer and Venue pertaining to the engagement. This will usually be reflected in a Deal Memo before the point of Contract.
<b>Inside charge</b>	Ticketing charges which are the responsibility of the Producer and are deducted directly from the box office receipts.
<b>Kill seat</b>	A seat that is removed or taken off sale, usually due to the choice of Configuration of the Venue.
<b>Large scale</b>	There is no official definition of what constitutes a small-, medium- or large-scale Venue, but it is commonly understood that a large-scale Venue has over 800 seats. It is worth noting that where union agreements are concerned, payments are determined by MRSL Grades.
<b>Late payment charge</b>	It is typical to include a provision to the effect that interest will accrue on overdue sums. Details must be given as to the basis on which interest will be calculated, otherwise default statutory provisions will apply.
<b>Licensing</b>	A general term to include any licences and permissions required for the production (e.g. PRS licenses, local authority licences, smoking on stage, child performers, etc.)
<b>Membership scheme</b>	Generally understood to be a form of subscription scheme for a Venue's loyal audiences. Examples of "perks" afforded to members may include: access to tickets before general on-sale; ticket discounts; invitations to opening nights or opportunities to meet the artists.
<b>Merchandise</b>	The agreement should specify the financial deal for the sale of production merchandise which will normally be a sales commission deducted by the Venue from the receipts from the sale of merchandise.

## GLOSSARY OF TERMS

<b>Mid scale</b>	There is no official definition of what constitutes a small-, medium- or large-scale Venue, but it is commonly understood that a mid-scale Venue has between 400 and 800 seats. In some cases, this category may include Venues of over 200 seats. It is worth noting that where union agreements are concerned, payments are determined by MRSL Grades.
<b>Middle Range Salary Level (MRSL)</b>	Managers who receive revenue funding from Arts Council England, Arts Council of Wales, Creative Scotland or the Arts Council of Northern Ireland are allocated an appropriate MRSL Grade (1, 2 or 3) and are required to have paid actors on average no less than the relevant MRSL over the financial period set by UK Theatre and Equity.
<b>Named artist</b>	An artist of profile, commonly understood to be an artist of sufficient name recognition to influence box office potential.
<b>Outside charge</b>	Ticketing charges which are paid by the customer at the time that the customer purchases a ticket for the production.
<b>Pencil</b>	A provisional booking. Pencils are commonly numbered as an indication of priority, i.e. a "first pencil" means the first priority, the "second pencil" the first reserve, and so on.
<b>Policy</b>	Wording which codifies a Producer or Venue's attitude and practical approach towards a given issue. Publicly funded organisations and charities are required to have policy documents to address key issues, which are regularly updated and approved as part of a governance process.
<b>Private Property (PP seats)</b>	A defined number of seats which remain the private property of the Venue. The Venue will determine the number, position and price of these seats and will retain the income from their sale, rather than share them with the Producer. PP seats are excluded from definitions of House Capacity.
<b>Projection</b>	A financial forecast of likely box office receipts, taking into consideration various factors.
<b>PRS</b>	PRS for Music (formerly the Performing Rights Society) collects royalties for musicians and composers within their membership when their compositions are performed (other than compositions written specifically for stage use). Producers and Venues must agree a process of requesting PRS permissions, reporting usage and paying royalties due from performances.
<b>Recharge</b>	This is a general term to cover any charges made by the Venue to the Producer to cover actual costs incurred by the Venue during the run of the production and is broadly synonymous with Contra.
<b>Restoration levy</b>	Is often charged by the venue owner to the customer to raise money to contribute to the ongoing refurbishment and improvement of the theatre for future generations.
<b>Rider</b>	A document attached to an agreement which sets out in detail any relevant information where the information is too lengthy to be included in the main body of the agreement.
<b>Risk assessment</b>	A document setting out the risks involved in a production. Risk assessments generally multiply a numeric "likelihood" by a numeric "severity" to generate overall risk factors and list steps taken to reduce risk before generating a second set of adjusted risk factors.

## GLOSSARY OF TERMS

<b>Settlement</b>	In reference to a document, this is commonly understood to include the final box office return, supporting and/or accounting information that the Venue will supply to the Producer in respect of any payments to be made by the Venue which are based on the box office receipts (e.g. box office reports and statements of deductions which have been made) or other income received by the Venue under the agreement. The Venue will usually supply such accounting information to the Producer for approval in advance of payment (known as the final settlement). Where the Producer requires interim or periodic reporting information this should be expressly set out in the agreement.
<b>Small scale</b>	There is no official definition of what constitutes a small-, medium- or large-scale Venue, but it is commonly understood that a small-scale Venue has fewer than 200 seats. In some cases, this category may include Venues of up to 400 seats. It is worth noting that where union agreements are concerned, payments are determined by MRSL Grades.
<b>SOLT</b>	The Society of London Theatre. A membership organisation supporting producers, theatre owners and managers from London's major commercial and grant-aided theatres.
<b>Theatre Production Tax Relief (TPTR)</b>	A financial relief offered by HMRC to organisations producing a qualifying theatre production. Organisations need to apply for this relief, which is offered at 25% and applied to 80% of eligible costs for touring productions.
<b>Transaction fee</b>	A fee payable in respect of each ticket purchase transaction. This means that the fee will be the same whether the customer buys one ticket or ten tickets.
<b>UK Theatre</b>	A membership organisation supporting individuals and organisations working in professional theatre and performing arts in the UK.
<b>Withholding tax</b>	See Foreign entertainers.

# CONSULTATION PROCESS

The consultation took place between November 2018 and May 2019 and involved three methods:

## **Producing, Presenting and Touring Forums**

Views were heard at seven forums in London, Newcastle, Cardiff, Edinburgh and Manchester. These were open to members and non-members of SOLT and UK Theatre and free to attend. A total of 232 individuals attended, including Producers from the commercial and not-for-profit sectors, programmers and Producers from Venues of all sizes and independent artists. Contributors from a range of organisations gave opening provocations and closing presentations. The remainder of each session was dedicated to group discussion of attendees' experience and ideas for "touring utopia".

## **Questionnaire**

A questionnaire was available to those unable to attend the forums on the UK Theatre website, promoted on UK Theatre's social media platforms and in member communications.

## **Direct consultations**

Representatives of national funding bodies and membership organisations with an interest in theatre and dance touring in the UK were consulted. These included: Arts Council England, Arts Council Wales, Creative Scotland, Federation of Scottish Theatre, ITC, the League of Independent Producers and the Personal Managers' Association (PMA). Further conversations with individuals, informal peer groups, formal consortia and strategic partnerships known to be innovating in the touring sector were held. These consultations informed our understanding of the operating context, and useful tools and findings are signposted in Resources and Further Reading.

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- Colin Marr, Ambassador Theatre Group
- Fiona Allan, Birmingham Hippodrome
- James Haworth, Ambassador Theatre Group
- James Seabright, James Seabright Productions
- Jon Gilchrist, HOME Manchester
- Jude Henderson, Federation of Scottish Theatre
- Kate Denby, Northern Stage
- Philip Bernays, Newcastle Theatre Royal
- Philip Rowntree, Selladoor
- Poppy Burton-Morgan, Metta Theatre
- Rachael Williams, Park Theatre
- Sarah Leigh, Wales Millennium Centre
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