



29 May 2020

**UK Theatre and Equity Commercial Theatre Agreement –
COVID-19 Variation Agreement**

UK Theatre and Equity (the “Parties”) have worked together to build on the joint work undertaken to provide a framework for recovery by entering into a COVID-19 Variation (the “Variation”) to the current UK Theatre/Equity Commercial Theatre Agreement (the “CTA”). There are a raft of problems to resolve, particularly relating to touring, before producing can continue. This Variation recognises the additional difficulties of dealing with regional responses to COVID-19 with each venue being affected in multiple different ways as a result of venue, government or local restrictions. This makes planning and producing a consistent tour over a number of guaranteed weeks extraordinarily difficult.

The Parties are committed to working together to make touring and other commercial theatre outside the West End a possibility, so that work can be offered to performers and stage management and Managers can produce at the earliest possible opportunity. Both the Union and Management Association strongly support it as the best way forward for the industry (of which we are all part) to give the commercial theatre sector outside the West End the chance to recover and rebuild in these unprecedented times. It is acknowledged that the alternative would be that productions cease indefinitely until the country is entirely clear of the current crisis.

The Parties agree that their foremost shared objective is to ensure that Artists may continue to be contracted by Managers. They recognise that the current situation necessitates that this must be done on terms that balance some of the risks of production between Manager and Artists. The Parties seek to ensure that the process for achieving this joint aim is clearly set out to their respective members. The Parties confirm their ongoing commitment to the Commercial Theatre Agreement and to retaining its integrity beyond the COVID-19 period.

UK Theatre and Equity therefore affirm that COVID-19 has impacted the normal application of the CTA and, as such, the Variation has been agreed to deal with the unprecedented situation.

As soon as a vaccine or other permanent solution is found which allows the sector to operate normally, these variations will fall away for all subsequent productions. At that point, the full terms and conditions of the April 2019 to April 2022 CTA would be reinstated. Accordingly, the Parties will meet every six months to assess if the industry has returned to normal.

The Managers will continue to have due regard for their responsibilities as engagers and employers in relation to the health and safety of Artists and all those in their employ.

Other than stated below, all other terms and conditions remain as set out in the CTA.

The Minimum Terms Contract Variation Agreement

Provisions for those Artists who were under contract on March 16, 2020

The Manager may use the terms of the SOLT/Equity Variation Agreement dated 8 April 2020.

Financial Provisions

2019/2020 rates to be frozen until April 2022 except touring allowance and subsistence which will be fixed at £265 and £172 per week respectively from 1 April 2020.

Variation of dates

The dates entered in the Contract between a Manager and the Artist may be varied by the Manager by:

- bringing the commencement date forward by one week; or
- postponing the commencement date by one week; or
- postponing the commencement date by a number of weeks not exceeding 25% of the total length of the contract.

Weeks Out

A maximum of one third of the total weeks (rounded up to the nearest week) within a contractual period may be designated as Weeks Out.

- Under the following circumstances, the Weeks Out can be unpaid:
 - Weeks declared in writing at the point of contract.
 - Weeks declared subsequent to point of contract and at no less than four weeks' notice, capped at one sixth of the total contractual weeks.
- For weeks above one sixth of the total contractual weeks and declared subsequent to point of contract and at no less than four weeks' notice, half the applicable rehearsal minimum will be paid (such sum to be inclusive of any holiday entitlement applicable to this amount).

During Weeks Out, the Artist may take other paid work and does not have to remain available to the Manager.

The Manager will be responsible for travel costs to and from the Artist's home address at the beginning and end of a Weeks Out period.

When Weeks Out are declared after the engagement has commenced, reasonably incurred non-refundable receipted expenses (capped at the value of weekly touring allowance) will be reimbursed by the Manager.

In the event of the contract being terminated at two weeks' notice or under Force Majeure, the number of Weeks Out that have taken place as a proportion of the total playing weeks shall not be retrospectively recalculated.

For the avoidance of doubt, separately and in addition to the provisions for Weeks Out, the Manager may also schedule certain weeks of the contract as Holiday Weeks during which

accrued holiday pay only will be payable in the usual way as set out in Clause 6.5.14.

Failure to Produce

If the Manager cancels the production before the opening night, the following shall apply in final settlement of all claims that the Artist may have against the Manager under the Contract.

<i>Period of Notice of Cancellation</i>	<i>Weeks payment at relevant minimum performance salary</i>
More than 4 weeks	None
2 – 4 weeks	1 week
Less than 2 weeks	2 weeks

Force Majeure

If at any time, the Manager's business is interrupted by royal demise, national mourning, war, fire, strikes, lockouts, order of a licensing or public authority or any other cause beyond the Manager's reasonable control then, unless the Manager suffers no financial loss as a result, no salary or other payments shall be due to the Artist under the Contract in respect of performances and/or rehearsals affected.

Force Majeure may, at the Manager's discretion, include any performances which have been cancelled after the date of the Artist's contract following a reduction in seating capacity by order of government, local authority or theatre management for COVID-19 reasons.

Force Majeure may, at the Manager's discretion, be applied at any time to the entire remainder of a contract where more than 20% of scheduled performances have been cancelled under Force Majeure.

Performance Salaries on a reduced schedule (8 performance engagement)

If the engagement is for up to 8 performances per week, performance salaries shall be pro-rated to the actual number of performances performed under 8 subject to a minimum payment equivalent of 66% of the weekly salary.

Salary Tier A, B, & C

A third performance may be scheduled on one day of a 8, 9, or 10 show week, provided that the break provisions of the standard Agreement are observed.

In the event of a reduced schedule three performances may be scheduled on any one day, provided that the break provisions of the standard Agreement are observed. If three performances are scheduled on one day, there will be no pro-rating applied to the performance salary for the week.

UK Theatre and Equity

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