

ALD[#]

Lighting Designer Contract Checklist

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<https://www.ald.org.uk/ald-membership>

Introduction

The purpose of this document is to be a check list to encourage best practice in agreeing appropriate contracts. It should be read in conjunction with the ALD Producer's Guide.

The final contract agreed must never contain terms of a lesser standard than set out in the relevant Equity agreement. (e.g. Equity / UKTheatre / SOLT / ITC / Fringe)

All fringe union contracts must be approved by Equity. If you suspect the terms to be of a poor standard, contact the union immediately - regardless of whether you are a member.

The ALD recommends using an agent who is in the PMA (Personal Managers' Association) to ensure Designers have an appropriate agreement.

I. # Contracts, Payments + Expenditure

- 1.1 The Fee and Royalties payable should be specified in the contract.
- 1.2 A Payment schedule of when and how payments are made will be agreed in the contract. Standard payment would be one third on signing the contract, the second third on delivery and agreement of the design or first day of rehearsal and final third on first performance.
- 1.3 A cancellation Clause should be agreed in the contract. It is normal to agree that the next instalment should be paid in full should the producer give notification of cancellation.
- 1.4 Royalties should be paid when the production is mounted on a commercial basis, tours, or transfers to the West End. Percentage royalty payments and relevant recoupment percentages, where applicable must be agreed in the contract.
- 1.5 Calculations for Royalties should be made available to the Designer and their agent showing the gross weekly box office receipts, weekly operating costs and other accounts relating to the production to verify the Designer's entitlement.
- 1.6 Travel expenses and the method of repayment should be agreed in advance
- 1.7 The Lighting Designer will not order equipment or enter into any third-party agreements or pay for them on the producer's behalf.
- 1.8 Key Production Dates will be outlined in the contract to include white card, final design date, first rehearsal, lighting design delivery, deadline, final run through, focus, lighting, production rehearsals, previews and press night.
- 1.9 The agreed expected attendance dates will be specified in the contract.
- 1.10 The production lighting budgets for hire and consumables should be agreed and stated in the contract.
- 1.11 The producer must acknowledge that the LD is part of any Equity Bond scheme if appropriate.
- 1.12 VAT and Tax liabilities where applicable should be outlined in the contract
- 1.13 All bank charges and currency conversions shall be paid by the producer allowing the full fee agreed to be paid to the Designer.
- 1.14 In the event that the Producer commits a material breach of any term of the agreement and fails to remedy that breach within 14 days of being notified, the Lighting Designer may terminate the agreement without affecting any other rights under the agreement which will remain in force.

2 # Copyright

- 2.1 The Lighting Designer must be identified as creator of the work in accordance with Section 7 of the United Kingdom Copyright, Designs and Patents Act, 1988 and applicable legislation in other jurisdictions. The Producer acknowledges that all Intellectual Property Rights in the Designs including all copyright and moral rights, shall be and remain vested in the Designer for all purposes
- 2.2 The Producer shall not have the right to assign, sell, license or use directly or indirectly any of the Lighting Designer's work whether for use in stage productions, motion pictures, television, internet, media, merchandising or any other use whatsoever, except for promotional purposes of up to five minutes' duration, without the prior written consent of the Lighting Designer.
- 2.3 The lighting design may not be changed or amended in any way without the Lighting Designer's prior written consent.
- 2.4 In the event of irreconcilable differences the Lighting Designer has the right to remove their name from the production. In this event the Lighting Designer's other rights under the contract would remain in force.

3 # Further Use of Lighting Design

- 3.1 The initial licence period for performance rights should be specified in the contract. Any territorial rights should be agreed.
- 3.2 If the Production is extended beyond the dates of the original run set out in the Contract, or transferred, revived, re-staged, re-produced, or adapted for other media: the producer will negotiate an additional agreement with the Lighting Designer in good faith for the use of the Lighting Designer's work; the Lighting Designer shall be entitled to a royalty and/or usage fee.
- 3.3 The Producer must consult with the Lighting Designer to ensure the faithful implementation of the lighting design; and the Lighting Designer will be offered the first refusal to supervise the re-creation and/or adaptation of their work for a fee to be negotiated in good faith.
- 3.4 If the Lighting Designer is unable to supervise the recreation and/or adaptation of their work in person, a suitable deputy will be contracted by the Producer, subject to the Lighting Designer's approval and direction. The contracting of any such deputy will not reduce the Lighting Designer's royalty and/or usage fee nor shall detrimentally impact any of the designer's non-financial contractual entitlements.
- 3.5 Where the production is revived within a licence period, if the gap since the last performance is greater than 2 years, the Designer may elect, at the producer's expense, someone to attend and check the designs.
- 3.6 Media rights: The Producer may use any media to capture the Production for archival and promotional purposes only and specifically not for any commercial endeavour. Any further use of such recordings will require a separate agreement negotiated in good faith with the Designer.

4 # Billing

- 4.1 The Lighting Designer must be credited at the theatre, in all media releases, websites, programmes, posters, brochures, handbills, flyers; and all physical and electronic advertising and other means of promoting the production where any other member of the creative team is credited and will always appear immediately after the director and the set and costume Designer and shall in the same style and size as that used for the Set and Costume Designer.

The credits for all members of the design team shall be listed together. Any deviation from the above should be agreed in the contract.

- 4.2 The Lighting Designer's biography and/or headshot will be included wherever any other members of the creative team receive a biography and/or headshot respectively of the same size/word count.
- 4.3 The Lighting Designer will be credited wherever photographic, electronic written, or other records of the Lighting Designer's work are used or made available for use in other material or media.

5 # Accommodation

- 5.1 Where the theatre and/or rehearsal venue is more than 20 miles from the Lighting Designer's place of residence, accommodation of no lesser quality than that provided to any other member of the creative team, and a single occupancy at a minimum of three-star standard, will be provided at the Producer's expense.
- 5.2 Any accommodation provided must have free high-speed internet access.
- 5.3 If a payment is offered in lieu of accommodation it should be of an adequate amount and no less than that offered to any other member of the creative team. This should be agreed in advance.

6 # Transportation

- 6.1 All travel costs must be agreed in the contract.
- 6.2 Travel costs must be reimbursed if the theatre and/or rehearsal venue is more than 20 miles from the Lighting Designer's place of residence.
- 6.3 Reimbursement of all transfers to and from airports and railway stations.
- 6.4 Car transport will be reimbursed at the HMRC rate.
- 6.5 The standard of travel is to be no less than any other member of the creative team.

7 # Per Diems / Daily Subsistence Payments

- 7.1 Where an overnight stay is required a per diem will be paid at no less than that paid to other members of the creative team.

8 # Tickets

- 8.1 The Lighting Designer will be provided with a seat to all previews and the opening night performance, and to performances during the run as necessary.
- 8.2 Preview and opening night guest tickets, staff discounts and complimentary tickets will be offered on a par to those offered to other members of the creative team and the company.

9 # Archive Material

- 9.1 The member will be given permission to make their own video and take still photographs for personal use and for their own records of all rehearsals and dress rehearsals.
- 9.2 The producer must make an agreement for recording of rehearsals with the Photographer, Director, Cast and Orchestra when the Producer engages them.
- 9.3 Any rehearsal recordings made are solely for creative team use. Further exploitation for public access must be subject to a separate agreement.
- 9.4 All photos used in press and social media must credit the Designers in addition to the Photographer.

- 9.5 The Lighting Designer will be offered free access to: all production photos and the approved selection for press release, and, if required, untreated images (where applied photo effects do not accurately depict the Lighting Design).

10 # Staffing Approval

- 10.1 The Lighting Designer and the Producer will both have approval over additional lighting staff for the production, including re-lighters, assistant and associate Designers and freelance programmers and technicians.

11 # Office Space and Access

The Producer shall provide wherever the Lighting Designer is required to work:

- 11.1 Appropriate office space.
- 11.2 A safe place to lock personal belongings.
- 11.3 Internet access at any rehearsal room, office space and at the production desk.
- 11.4 Necessary security codes and passes to access backstage areas as required.

12 # Information

It is the Producer's responsibility:

- 12.1 To provide accurate ground plans, sections and an inventory of available equipment and hire budget with an agreed lead time prior to the lighting design deadline.
- 12.2 To include the Lighting Designer in all email circulation lists for schedules, production meetings, rehearsal notes and show reports.
- 12.3 To provide copies of social media policies, drug & alcohol policies, equal opportunities and harassment policies.

13 # Design Disclaimer

- 13.1 The Lighting Designer and associates are only responsible for the visual aspect of the lighting design.
- 13.2 The Lighting Designer is not qualified to determine the structural and electrical appropriateness of their designs and is not responsible and cannot be held liable for any improper engineering, construction, rigging or handling methods or for any improper use of structures or equipment that may be engaged to realise the design.
- 13.3 It is the responsibility of the Producer and not the Lighting Designer to ensure that the design complies with local fire, health and safety regulations.
- 13.4 In the event that the design is found not to comply the Producer will advise the Lighting Designer so that adjustments may be mutually agreed.
- 13.5 The Producer shall indemnify the Lighting Designer and always remain responsible for any damage, cost, loss or expense, including damage to property and legal fees as a result of any claim by a third party in relation to the lighting or lighting designs.

14 # Insurance

- 14.1 It is essential to establish in the contract who is liable for:
- Personal injury whilst on site
 - Illness and health whilst overseas
 - Travel insurance

- 14.2 It is essential to establish who is liable in the event of the theft of or damage to:
- Personal possessions from the theatre or accommodation or while traveling.
 - Essential equipment owned by the Designer for use on the production.

15 # Force Majeure

Force majeure is generally intended to include occurrences beyond the reasonable control of either party. The Affected Party shall:

- 15.1 As soon as reasonably practicable after the start of the Force Majeure Event but no later than 2 days from its start, notify the other party of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under this Agreement; and
- 15.2 Use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 15.3 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 30 days, the party not affected by the Force Majeure Event may terminate this Agreement by giving 1 week's written notice to the Affected Party.
- 15.4 If Force Majeure is notified by the producers the cancellation clause will come into effect.

16 # Unforeseen Illness or Absence

- 16.1 The Designer would help the producer find a replacement if the Designer is taken ill.
- 16.2 The Designer shall not be liable for the repayment of any payments already made.
- 16.3 The Designer would not be responsible for the payment of the replacement Lighting Designer.

17 # Covid 19 - Terms and queries to be discussed for placement in contracts

- 17.1 What Covid 19 precautions are being put in place to keep me safe wherever I must carry out my role effectively? Points are covered in this document: <https://tinyurl.com/ybzsg7wg>
- 17.2 If you fall ill from Covid 19 or you are asked to isolate - what terms are in place to protect your remuneration?
- 17.3 If you fall ill from Covid 19 or you are asked to isolate - who will deputise in your role?
- 17.4 If another member of the lighting team falls ill - who will replace that team member and who is responsible for finding and paying that replacement?
- 17.5 If the production/building is closed due to Covid 19 - what terms are in place to protect your remuneration?
- 17.6 Will I be made part of a 'bubble' or 'cohort'? Who else is in it with me?
- 17.7 What level of PPE will I be required to wear by the management?
- 17.8 Will all PPE and sanitising supplies be provided by the management in order to complete the job safely?
- 17.9 If you are required to provide PPE or sanitising supplies yourself, will the cost be reimbursed by the management?
- 17.10 **Do Not Sign** a 'Covid Waiver'. Especially if the producer uses this as an excuse not to discharge their duty to provide a safe and healthy working environment.

The ALD exists for everyone working with Light and Video.

If you work in live performance lighting or video, you should join the ALD. You can join online at:
<https://www.ald.org.uk/apply-to-join-the-association-of-lighting-designers>