

ALPD[#]

Associate Lighting Designer Deal Memo Checklist

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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 ALPD Producer's Guide

Deal Memo

A deal memo is a legally binding document that should be agreed between the Client (e.g. production manager/producer) and the Associate Lighting Designer before any work commences.

At a minimum it should state the following:

1 # Contracts, Payment Terms

- 1.1 The role and tasks the associate is expected to fulfil should be outlined in the contract
- 1.2 The copyright of the lighting design and any contributions made by the associate, rests with the lighting designer.
- 1.3 The total fee payable should be specified in the contract.
- 1.4 The Payment schedule & PO numbers must be agreed.
- 1.5 It should state who is your line manager and who is responsible for budget decisions.
- 1.6 Travel expenses and the method of repayment should be agreed in advance.
- 1.7 VAT and Tax liabilities where applicable should be outlined in the contract.
- 1.8 All bank charges and currency conversions shall be paid by the producer allowing the full fee agreed to be paid to the Associate Lighting Designer.
- 1.9 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 Associate Lighting Designer may terminate the agreement without affecting any other rights under the agreement which will remain in force.

2 # Dates:

Dates of attendance should be agreed in advance and put in writing to include the following:

- 2.1 Key dates, including exclusivity dates, load in, load out, opening night, travel and rest days.
- 2.2 Allocation of prep days; to include the number of Pre-Production days, Paperwork days and Hire Shop days.
- 2.3 Additional unforeseen dates should be agreed in writing when they are known.

3 # Hours of work

- 3.1 The normal period of work should not exceed 13 hours to include 2 one-hour meal breaks.
- 3.2 It is normal to take a 11-hour overnight break.

4 # Risk Assessments/Safety and Insurance:

- 4.1 All Risk Assessments / Method Statements should be made available to the Production Electrician with enough time for them to read and respond with questions or changes.
- 4.2 It must be agreed who is responsible for the insurance of:

- Personal injury whilst on site
- Illness and health whilst overseas
- Travel insurance
- Personal possessions from the theatre or accommodation or while traveling,
- Essential equipment and tools owned by the Associate Lighting Designer for use on the production

5 # Travel and Expenses

- 5.1 Travel days will be charged at a full day rate unless under 6 hours when a half day will be charged.
- 5.2 Travel costs must be reimbursed if the theatre, rehearsal space, warehouse or hire company is over 20 miles from the Associate Lighting Designer's place of residence.
- 5.3 All transfers to and from airports and railway stations will be reimbursed.
- 5.4 Mileage is charged at the rate set by HMRC
- 5.5 Parking cost when needed should be agreed in advance.
- 5.6 The standard of travel for air travel is:
 - 0-4 hours Economy
 - 4-8 hours Premium Economy
 - Over 8 hours Business
- 5.7 If international travel is required, any working visas or travel documents in accordance with the country's visa and entry rules should be arranged in advance by the producer and any costs of this should be paid.

6 # Accommodation and Subsistence

- 6.1 Overnight accommodation should be agreed if the place of work is more than 20 miles from the Associate Lighting Designer's home.
- 6.2 Where an overnight stay is required a per diem should be paid no less than that paid to other members of the production team.
- 6.3 Accommodation details including the hotel standard should be agreed and should be no less than other members of the production team.
- 6.4 The daily Subsistence amount for days away from home including travel days should be agreed
- 6.5 High speed Wi-Fi should be provided.

7 # Staffing Approval

Where the Associate Lighting Designer is required to attend additional venues to re-mount the Lighting Design, either on tour or as a one-off transfer of the show, the contract should additionally state:

- 7.1 A fee, based on the number of days attendance required, of no less than any other member of the lighting team.
- 7.2 Travel, accommodation, and subsistence payments all to be in line with other members of the production team.
- 7.3 The person(s) responsible for providing plans of new venues, with the set and any adjustments in place, showing FOH and other lighting positions.

- 7.4 Any changes made to the original lighting design should be agreed by and remains under the copyright of the lighting designer.

8 # Archive Material

- 8.1 The Associate Lighting Designer 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.
- 8.2 The producer must make an agreement for recording of rehearsals with the Photographer, Director, Cast and Orchestra at the time they are engaged by the Producer.
- 8.3 Any recordings made are solely for production team use. Further exploitation for public access must be subject to a separate agreement.

9 # Programme Credit

- 9.1 The Associate Lighting Designer must be credited in programmes.

10 # Tickets

- 10.1 The Associate Lighting Designer will be provided with a minimum of one seat to all previews and the opening night performance, and to performances during the run as necessary.
- 10.2 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 production team and the company.

11 # Access and Information

The Producer shall provide

- 11.1 Office or workshop space as required
- 11.2 Access to adequate clean toilet and hand washing facilities available at all times.
- 11.3 A safe place to lock personal belongings.
- 11.4 Internet access at any workspace within the theatre and at the production desk.
- 11.5 Necessary security codes and passes to access backstage areas as required.
- 11.6 Inclusion of the Associate Lighting Designer in all email circulation lists for schedules, production meetings, rehearsal notes and show reports.
- 11.7 Drinking water must be accessible and available at all times.
- 11.8 Copies of social media policies, drug & alcohol policies, equal opportunities, and harassment policies.

12 # Cancellation and Late Payment Clauses

- 12.1 Cancellation of a confirmed booking (in writing) with **less** than 2 weeks' notice the full amount of the agreed work must be paid.
- 12.2 In the event of cancellation of a confirmed booking with **more than** 2 weeks' notice 50% of the full amount of the agreed work must be paid.
- 12.3 Alteration of a call with less than 48 hours' notice will incur a cancellation fee.
- 12.4 Terms for Late Payments should be agreed in the Deal Memo.

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

- 13.1 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/ybzsg7wq>
- 13.2 If you fall ill from Covid 19 or you are asked to isolate - what terms are in place to protect your remuneration?
- 13.3 If you fall ill from Covid 19 or you are asked to isolate - who will deputise in your role?
- 13.4 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?
- 13.5 If the production/building is closed due to Covid 19 - what terms are in place to protect your remuneration?
- 13.6 Will I be made part of a 'bubble' or 'Cohort' - who else is in it with me?
- 13.7 And what level of PPE will I be expected to wear by the management
- 13.8 Will all PPE and sanitising supplies be provided by the management in order to complete the job safely?
- 13.9 Should you be required to provide any PPE or sanitising supplies the management will reimburse the cost.
- 13.10 **Do Not Sign** a 'Covid Waiver'. Especially if the producer then uses this as an excuse not to discharge their duty to provide a safe and healthy working environment.

The ALPD exists for everyone working with Light and Video.

If you work in live performance lighting or video, you should join the ALPD. You can join online at: <https://www.thealpd.org.uk/join>