



=CHOREOGRAPHERS=

THE VLEC AGREEMENT FOR CHOREOGRAPHERS
WORKING IN VARIETY AND LIGHT ENTERTAINMENT



1. Scope of Agreement

This Agreement sets out in a Schedule, a Standard Contract for Choreographers and an Assistant Choreographers Standard Contract and Appendix the minimum terms and conditions for Choreographers engaged by members of the VLEC (hereinafter individually called "a Manager") or (if not a member of a VLEC constituent organisation) by a Manager registered with the VLEC for productions intended for presentation at Cruise Ships, Holiday camps, Theme Parks, Floor Shows and Trade Shows.

2. Union Membership

A Choreographer engaged by a Manager shall, if not a member of Equity, be encouraged to apply for membership.

3. Duration

The Agreement shall commence on 2nd day of January 2010 and subsist until termination by any member of the VLEC giving to the VLEC's Joint Secretaries not less than 4 months prior written notice accompanied by detailed proposals for its revision on or after 2nd January 2013. Provided that the financial provisions set out in Clause 4(a), (c), (d), (e) and (f) of the Schedule hereto operative from 2nd January 2010 shall as from 2nd January 2011 and 2012 be increased by the same percentage plus 1% as the RPI published in December 2010 and 2011 respectively exceeds the RPI published in December 2009 and 2010 respectively.

4. Implementation

The provisions of this Agreement shall come in to operation on 2nd January 2010 in respect of all contracts entered into on or after that date for productions commencing thereafter but not otherwise.

5. Applicability of Agreement

The Financial Provisions of this Agreement shall apply exclusively to it and not be used as a precedent in the negotiations for the SOLT/TMA/Equity Agreements for Choreographers.

Signed for and on behalf of the VLEC

JOINT SECRETARY (Artists)

JOINT SECRETARY (Management/Agents)

SCHEDULE

1. CONTRACT

- a) There shall be four copies of the Contract: one for the Manager, one for the Choreographer's Agent, one for the Choreographer and one for Equity (unless the Choreographer objects to a copy being sent to Equity).
- b) The Manager shall ensure that a copy of this Schedule shall be made available to the Choreographer on request.

2. EXTENT OF SERVICES

If the Manager requires the Choreographer or Assistant Choreographer to appear as a performer he/she will be issued with a separate contract and will receive not less than the aggregate of the relevant minima under the appropriate Performer's Agreement.

3. REHEARSAL CONDITIONS

- a) The Manager shall provide a separate rehearsal room with a suitable floor surface and shall use his best endeavours to provide sufficient space for the dancing area to be marked out, and shall be responsible for providing the services of a rehearsal pianist.
- b) The Manager shall ensure that within 30 minutes of the start of rehearsals and throughout the rehearsals the temperature will be at least 18.3 degrees centigrade.
- c) Where necessary, the Manager shall provide changing facilities separate from the rehearsal room.

4. FEES

- a) *Minimum Fees (2nd January 2012 to 1st January 2013)*

The Manager shall pay the Choreographer a fee of not less than that stated below to cover preparation (including on up to three days for the purposes of casting, auditioning and pre-production meetings) and up to three weeks rehearsal including attendance at the technical and dress rehearsal and the first night if mutually agreed and required:

CRUISE SHIP	£ 3,027
HOLIDAY CAMP / THEME PARK	£ 2,269
FLOOR SHOW	£ 2,269

For any work in excess of the three-week rehearsal period an additional fee of not less than £756 per week or part thereof will be paid.

NOTE: The Financial Provisions of this Agreement shall apply exclusively to it and shall not be used as a precedent in the negotiations for the SOLT/TMA/Equity Agreements for Choreographers.

- b) *Royalty*
Subject to Clause 4(b) of the Contract and the marginal note to Clause 3(b) thereof a minimum royalty will be paid to the Choreographer of not less than 1% of the aggregate fee (including any additional rehearsal weeks) per week in which the choreography is performed.
- c) *Staff Member*
If the Choreographer is subsequently engaged after the end of the initial rehearsal period as a member of staff on a cruise ship, holiday or theme park, on a weekly basis to oversee and undertake additional choreography they will be paid a weekly salary of no less than £756 per week.

d) *Additional Work*

In addition to the fee the Manager shall pay a minimum daily rate of £229 as follows:

For each day or part day in excess of three days spent in attendance for the purposes of casting, auditioning and pre-production meetings.

For each day or part day spent in attendance for the purposes of post production duties.

If the Choreographer is required to attend the location then this will be subject to the Choreographer's agreement and expenses for travel and accommodation will be paid as mutually agreed.

e) *Small amount of choreography*

In the event of productions requiring a very small amount of choreography being required a minimum daily rate of £229 will be paid for each day or part day required. There will be a minimum of four such days which will include attendance at the dress rehearsal.

f) *Revivals*

In the event of a revival of the choreography following a gap of at least 20 weeks a third of the initial fee will be paid, together with the weekly royalty for each week in which the choreography is performed.

In the event that any further work is required of the Choreographer this will be paid for at the daily or weekly rate as appropriate.

5. PAYMENT OF FEES

- a) The initial fee will be paid in three parts, one-third on signature of the contract, one-third on or before the first day of rehearsals and any remainder to be paid on or before the first performance before an audience. Cheques in payment of fees shall be despatched to reach the Choreographer or (if he/she so instructs in writing) the Choreographer's agent by the Friday of the week to which they apply, subject to the payment of any adjustments, percentage, etc. reaching the payee by the following Friday.
- b) Any VAT due to the Choreographer shall be paid to the Choreographer within one week of the Manager's receipt of the VAT invoice.
- c) Payment for a small amount of choreography will be paid as soon as possible but in any event within one week of the Manager's receipt of the invoice.

6. SUBSISTENCE AND EXPENSES

- a) The Manager shall reimburse the Choreographer his/her reasonable en suite accommodation where available also subsistence expenses incurred during the period in which he/she resides away from his/her home address at the requirement of the Manager.
- b) The Manager shall reimburse the Choreographer all reasonable expenses incurred when required by the Manager to travel in connection with the production out of the location in which such production is being rehearsed or performed, or performed outside of the period covered by the initial fee, including air fares, taxis, hotel accommodation and meals (excluding alcoholic drinks) and any relevant production expenses incurred including production telephone calls, subject to the Choreographer submitting (if required) any appropriate accounts.
- c) Any Choreographer who is not receiving subsistence expenses will be reimbursed reasonable travel expenses between his/her home address and the place of rehearsal and/or production and be reimbursed costs of a meal if required for a full day of work.

7. COPYRIGHT

The copyright in the Choreographer's work for the production if recorded in notation or otherwise by or on behalf of the Choreographer shall be vested in the Choreographer unless assigned to the Manager by mutual agreement under the standard contract but subject thereto and in consideration of the fee(s) to the Choreographer in accordance with such Contract the Choreographer grants to the Manager the following rights in the United Kingdom and in the rest of the world for the run of the current production and for a revival of the choreography in accordance with Clause 4(f) hereof.

To incorporate and or utilise the products of the Choreographer's services under the Contract for the purposes of the production as defined by the Contract and as presented on the first public performance (or the date on which the final payment falls due or such date as will be mutually agreed between the Choreographer and the Manager as follows:

- a) Public performances of the production
- b) Recording rehearsals and/or performances for rehearsal and/or archival use or short excerpts for the purposes of promotion, publicity and documentary use subject to the relevant Agreements between Equity and the Broadcasting Companies also applying to the Choreographer.
- c) Recording or permitting a recording of live relay of any third party of the Production or of a Production based thereon for the purposes of broadcasting or otherwise exhibiting by television or any other media including cinematography films and video, provided that no recording shall be made or exhibited without the fee(s)/payments due to the Choreographer in respect thereof having been previously agreed in writing by the Choreographer and subject to advance consultation with Equity.
- d) Authorising third parties to exercise all or any of the foregoing rights subject to the Manager requiring any such third party prior to exercising such rights to enter into a written agreement with the Choreographer as regards the fee(s) payments to be made by the third party to the Choreographer.

8. ILLNESS

Should the Choreographer be unable to commence or complete the services required under the Contract due to illness, on receipt of medical certification, he/she shall be paid such proportion of his/her fees to the initial 1/3rd payment as is appropriate for the services theretofore rendered.

9. FAILURE TO PRODUCE

If for any reason the production is abandoned at any time, the Choreographer shall be paid all outstanding instalments of the fee under the Contract plus all agreed expenses incurred up until such time.

10. BILLING

A Choreographer shall be accorded a credit on all posters and printed matter where there are credits and over which the Manager has control to be agreed between the Manager and the Choreographer or his/her representative.

11. ALTERATIONS

The Choreographer shall not be altered or cut after the opening of the production without seeking the consent of the Choreographer in writing. The Choreographer shall still have the right to withdraw his/her name from a production if the Manager requires substantial changes which the Choreographer is not willing to implement. In the even of such withdrawal, no further payments except under Clause 3(a) of the Contract shall fall due and the Manager will remove the Choreographer's name from bills and posters immediately and from other printed matter when next reprinted.

12. PUBLICITY

All filmed and photograph calls for press or publicity purposes featuring the Choreographer's work shall be made by consultation between the Manager and the Choreographer. The Choreographer, if available, shall receive all reasonable expenses plus the daily rate if the call is outside the initial contract period.

13. PROSECUTION OF PRODUCTION

If a complaint is made that a production is in violation of the law, or a claim or charge (either civil or criminal) is made against the Choreographer acting in accordance with his/her contract, the Manager shall indemnify him/her against any loss or damage provided that should the Manager warn the Choreographer in writing that his/her treatment of the production is likely to cause complaint and the Choreographer ignore such warning the protection under this clause shall be forfeit. The Choreographer will co-operate in every reasonable way to assist the Manager defend any action against the Choreographer.

14. EQUAL OPPORTUNITIES

- a) The VLEC affirms its commitment to a policy of equal opportunity and fair employment in connection with the engagement of Equity Members regardless of age, colour, creed, disability, ethnic origin, marital/parental status, gender and sexual orientation.
- b) The VLEC agrees that it will review from time to time the operation of this equal opportunities Clause.
- c) The Manager shall make himself/herself aware of Equity's Performers with Disabilities Register and African, Caribbean, Oriental and Asian Artists Register at all times when casting is being undertaken.

15. DISPUTE PROVISIONS

Any dispute concerning an engagement under this Contract will be referred to the VLEC whose decision shall be binding on the parties, even in the event of either party not exercising his/her right to be present at the Hearing. This shall apply if either/both parties or only one party to the dispute is/are members of a VLEC constituent organisation, or if neither party is a member of a VLEC constituent but one is registered with the VLEC.

APPENDIX 1

ASSISTANT CHOREOGRAPHERS

1. The provisions of the Schedule will apply to an Assistant Choreographer save to the extent that they are expressly varied or stated to be inapplicable.
2. The clauses which are applicable are:
 1. Contract
 2. Extent of Services
 3. Rehearsal Conditions
 6. Subsistence and Expenses
 12. Publicity
 13. Prosecution of Production
 14. Equal Opportunities
 15. Dispute Provisions
3. Clauses in this schedule which are inapplicable are:
 4. Minimum Fees
 5. Payment of Fees
 7. Copyright
 11. Alterations
4. The following Clauses in the Schedule shall be varied as stated for this Appendix:

Clause 4 - Minimum Fees

The Assistant Choreographer will be paid a minimum weekly salary of not less than the average weekly salary of the Dancers employed for the production and in any event not less than that prescribed in the VLEC Floorshow Contract.

Clause 5 - Payment

Payment of the weekly salary will be made in line with the terms of the Dancer's Contract.

Clause 8 - Illness

In the event of illness payment will be made in line with the terms of the Dancer's Contract and all other provisions shall apply.

Clause 9 - Failure to Produce

If for any reason the production is abandoned at any time the Manager shall pay the AC two weeks' contractual fee in addition to any reasonable expenses already incurred.

Clause 10 - Billing

The Assistant Choreographer shall be accorded a credit in any context where the entire cast of the production are listed.



— CONTRACT —



STANDARD CONTRACT FOR CHOREOGRAPHERS IN VARIETY AND LIGHT ENTERTAINMENT

For implementation 2nd January 2001 as agreed by the VLEC.

This contract is made this day of 20 between
..... (hereinafter called 'The Manager') of the one part and
..... (hereinafter called 'The Choreographer') of the other part.

Note: This Contract shall incorporate the provisions set out in the VLEC Agreement for Choreographers in Variety and Light Entertainment and the Schedule thereto

ENGAGEMENT

1. The Manager hereby engages the services of the Choreographer for the production(s) entitled: at
 Cruise Ship
 Holiday Camp
 Theme Park
 Floor show/trade show location
 Other Event
2. a) Rehearsals will commence on or not more than 14 days thereafter.
 b) The period of rehearsal during which the Choreographer may be called upon to attend shall comprise:
 week(s) day(s)
 c) If it is agreed that the Choreographer shall render services in connection with (i) rehearsals before the main rehearsal period; or (ii) attendance on more than three days for the purposes of casting, auditioning and pre-production meetings; or (iii) post-production duties, a rider to that effect shall be attached hereto. Payment for such services, including those subsequently agreed shall be in accordance with Clause 4 of the Schedule.
3. The Manager shall pay to the Choreographer: *(Clause 3(b) may be deleted where Clause 4(b) applies or where Clause 3 (c) applies).
 a) An initial fee of £..... being not less than the minimum set out in Clause 4 of the Schedule such fee shall include a sum in respect of a rehearsal period exceeding three weeks as set out in Clause 4(a) of the Schedule. Not less than one third of such fee shall be paid forthwith following the signature and exchange of contracts, a sum equivalent to not less than a further third to be paid on or before the first rehearsal and any remainder to be paid on or before the first paid performance of the production; or
 b) A royalty of £..... being not less than 1% of the initial fee or the minimum fee prevailing at the time of payment, whichever is the greater, per week in the which the choreography is performed; or
 c) £..... per day of a Daily engagement under Clause 4(e) of the Schedule.
4. Copyright
 a) The copyright in the choreography provided by the Choreographer hereunder shall, if recorded in notation or otherwise by or on behalf of the Choreographer, be vested in the Choreographer, subject to Clause 7 of the Schedule or Clause 7 of the Schedule modified in the Choreographer's favour as follows:
 b) In consideration of a mutually agreed payment of £..... (being not less than double the appropriate minimum initial fee) the Choreographer hereby assigns to the Manager the copyright and all other rights throughout the world in perpetuity in the choreography provided by the Choreographer hereunder.

Signed:
(Manager)

Signed:
(Choreographer)

Manager's Tax Reference number:

Choreographer's NI No:
Choreographer's Schedule D No:
Choreographer's VAT Registration No:

Choreographer's Personal Guarantee when Contract made by his or her Limited Company:

In consideration of the Manager entering into this contract I hereby guarantee the compliance by Ltd of all its obligations under this Contract and I further guarantee to comply with all such obligations.

Signed:

Payment of Fees or Salary: (to be completed if applicable)

I hereby authorise and request that all monies payable to me hereunder are paid to my Agent whose receipt shall be a full and valid discharge therefor

Signed:

The Manager shall send a copy of this Contract and any riders to Equity unless the Choreographer specifies in writing that he/she should not do so.

Any dispute concerning an engagement under this Contract will be referred to the VLEC whose decision shall be binding on the parties, even in the event of either party not exercising his/her right to be present at the Hearing. This shall apply if either/both parties or only one party to the dispute is/are members of a VLEC constituent organisation, or if neither party is a member of the VLEC constituent organisation but one is registered with the VLEC.



— CONTRACT —



STANDARD CONTRACT FOR ASSISTANT CHOREOGRAPHERS IN VARIETY AND LIGHT ENTERTAINMENT

For implementation 2nd January 2001 as agreed by the VLEC.

This contract is made this day of 20 between
..... (hereinafter called 'The Manager') of the one part and
..... (hereinafter called 'The AC') of the other part.

Note: This Contract shall incorporate the provisions set out in the Assistant Choreographer's Appendix to the Choreographer's Agreement.

ENGAGEMENT

1. The Manager hereby engages the services of the AC for the production(s) entitled: at
.....
Cruise Ship
Holiday Camp
Theme Park
Floor show/trade show location
Other Event

2. The rehearsals will commence on or not more than 14 days thereafter.

The AC is engaged for:

- a) The period of rehearsal during which the AC may be called to attend shall comprise:
..... week(s) day(s)
 - b) For a further period of week(s), or for the run of the production, whichever period is shorter.*
 - b) Until the engagement shall be terminated by either party giving two weeks written notice in writing.*
- *delete as appropriate

3. Rates of pay

The Manager shall pay to the AC throughout the engagement the sum of £..... per week being not less than the minimum rate payable under the appropriate Dancer's contract.

Signed:

(Manager)

Signed:

(Assistant Choreographer)

Manager's Tax Reference number:

AC's NI No:

AC's Schedule D No:

AC's VAT Registration No:

AC's Personal Guarantee when Contract made by his or her Limited Company:

In consideration of the Manager entering into this contract I hereby guarantee the compliance by Ltd of all its obligations under this Contract and I further guarantee to comply with all such obligations.

Signed:

Any dispute concerning an engagement under this Contract will be referred to the VLEC whose decision shall be binding on the parties, even in the event of either party not exercising his/her right to be present at the Hearing. This shall apply if either/both parties or only one party to the dispute is/are members of a VLEC constituent organisation, or if neither party is a member of the VLEC constituent organisation but one is registered with the VLEC.