

STANDARD AGREEMENT FOR VARIETY FLOORSHOWS as approved by the Council of Equity (UK) and the Variety and Light Entertainment Council.

AN AGREEMENT made this day of20.....

BETWEEN The Hirer,

AND The Artiste,

1. Engagement

THE HIRER engages the Artiste to perform as(Role/Skill/Act) in
Production/Venue

*in(Town).....(Country)

*on tour in(Country / Countries)

2. Dates

The engagement will begin on (date)

and end on (date)

The artiste will attend rehearsals from to at

3. Salary

The artiste shall be paid a weekly salary of £.....during the rehearsal period and
£.....during the performance period.

4. Minimum Rates: The minimum weekly rate shall be that agreed between the VLEC and Equity at the time of the engagement. Rate AMR-A shall apply for 8 shows and AMR-B for 12 shows. Part weeks at the beginning and end of the engagement shall be paid at 1/6th of the weekly rate for each day worked.

5. Hours: The artiste's weekly fee shall cover a maximum of 8 (once nightly) or 12 (twice nightly) performances over 6 days over a maximum of 48 hours during the rehearsal period or 40 hours including any additional rehearsals during the performance period.

6. Breaks: Overtime shall be payable for the Artiste should they be required to attend for rehearsal on any day for longer than 8 hours within a period of 10 hours. Breaks of at least 15 minutes shall be given for every 3 hours worked and 1 hour break for every 5 hours worked and an overnight break of at least 11 hours.

7. Understudies: If the Artiste is required to understudy they shall be paid an additional weekly salary not less than the AMR-C rate agreed between the VLEC and Equity. For each performance given in the understudy role the artiste shall be paid not less than the AMR-D rate for a leading role or the AMR-E rate for a non leading role. The Artiste's salary in any week including understudy performance payments shall not exceed the principal artiste's salary that they are covering by more than AMR-F.

8. Overtime of 1 ½ times the artiste's hourly rate shall be paid for any hours worked over 8 per day and at 3 times the hourly rate for any rehearsal after 11.00pm. Work on a 7th consecutive day shall be paid at an additional 1/6th of the weekly rate or a day off in lieu given within 7 days. 2 days off must be given in any 2 week period.

9. Public Holidays: For performances on bank holidays ie. New Year's Day, Good Friday, Easter Monday, May Day, Spring Bank Holiday, Summer Bank Holiday and Boxing Day (Scotland: 2nd January, first Monday in August) and any other such day as the Government or applicable National Assembly shall declare the Artiste shall be paid an additional 1/8th of his/her weekly salary per performance. No work shall be required on Christmas Day. If no performances are given on a Public Holiday then no deductions shall be made from the Artiste's weekly salary but the Artiste may be required to perform the contracted number of performances during the week of the public holiday.

10. Subsistence and Touring Payments: If the Artiste is required to rehearse or perform more than 25 miles from their normal home address they shall be paid not less than either the Subsistence Payment AMR-G for the first ten weeks of the engagement when staying in one place longer than 4 weeks or the Touring Payment AMR-H while on tour.

11. Transport: The Hirer shall pay for necessary transport to and from the artiste's home address at the beginning and end of the engagement and from place to place on any tour and from the place of rehearsal to the place of performance if different.

12. Photographs: During the rehearsal period and the first week of performances, attendances for photograph calls shall be deemed as attendance for rehearsal. Any further attendance for photograph calls shall be paid for at the rate agreed between the VLEC and Equity. The Hirer shall use his best endeavours to ensure that photographs of the Artiste taken for the production shall not be used for any other purpose than publicity for and advertisement of that production and that all publicity material under the Hirer's control shall only use the photographs of the current cast.

13. Costume and Make-up: The Artiste shall provide their own normal theatrical make-up and the Hirer will supply any specialist or body make-up required. Where body make-up is required the Hirer shall also supply suitable remover and adequate washing facilities. Supply of costumes including wigs, hairpieces and tights shall be the responsibility of the Hirer. All clothes and costumes provided by the Hirer shall be kept in a reasonable state of cleanliness and repair and shall be replaced by the Hirer where necessary. No costume shall be required to be worn by the Artiste unless it has been properly cleaned.

14. Holiday: The Artiste shall accrue holiday with pay at the rate of half a day's holiday for each full week of the engagement other than those weeks when the artiste is actually on holiday. Part weeks at the beginning and end of the engagement shall be dealt with on a pro-rata basis. Any holiday taken must be mutually agreed with the hirer and shall not be in units of less than one week. The hirer may nominate a week to be taken as holiday giving at least 4 week's notice. Payment for holiday shall be made on the usual weekly pay date or on the pay date of the preceding week.

15. Illness and Injury: If the Artiste is unable to attend any rehearsal or performance due to illness or injury they shall inform the Hirer as soon as possible. The Artiste shall provide a self-certificate form stating the nature of the illness or injury and indicating the likely date of return. A medical certificate shall be provided by the Artiste for absences longer than 7 days. The Hirer, at his own expense, may require the Artiste to be examined by a medical

practitioner. The Artiste shall be paid at 1/6th of their weekly salary for each day of absence for up to 4 weeks after which they shall be paid at the rate 1/12th of their weekly salary for continuing absence. The word 'illness' shall include any bodily or mental infirmity.

16. Other Absence: The Artiste shall have all rights associated with Maternity, Parental Leave and Time off for Dependants in accordance with the Employment Rights Act 1996 (as amended by the Employment Relations act 1999) or whichever relevant legislation is in force at the time of the engagement.

17. Disciplinary and Grievance Procedures

Purpose and Scope

The Disciplinary Procedures are designed to help and encourage all Artistes to achieve and maintain standards of conduct, attendance and job Performance and set out the Hirer's framework for dealing with disciplinary matters and dismissals. The same procedure applies to all Artistes and the aim is to ensure consistent and fair treatment for all.

The Grievance Procedure enables all Artistes to bring to the Hirer's attention any grievance relating to their employment and to try to resolve such matters satisfactorily. Grievance proceedings and records will be kept confidential.

Principles

No disciplinary action will be taken until the matter at issue has been fully investigated.

The Artiste will not normally be dismissed for a first breach of discipline except in the case of gross misconduct or very serious breach of discipline when the penalty will be dismissal without notice or payment in lieu of notice.

The Artiste will have the right to appeal against any disciplinary penalty imposed or the decision of any grievance hearing.

General Provisions

So far as applicable to a particular circumstance, the following requirements apply to the disciplinary and dismissal procedures.

Timetable

Each step and action under the grievance procedures must be taken without unreasonable delay.

Right to be Accompanied

The Artiste has the right to be accompanied by a fellow Artiste or trade union representative who may make representations on his behalf provided the Artiste expressly authorises this at the beginning of the relevant meeting. However the Artiste's companion will not be able to answer questions put to the Artiste during the course of the meeting. This right applies to all stages of the disciplinary and grievance process including appeals.

Meetings

Timing and location of meetings must be reasonable.

Meetings must be conducted in a manner that enables both the Hirer and the Artiste to explain their case.

The Hirer will endeavour to ensure that the meeting is in a private location and that there are no interruptions.

Where possible the timing and location of the meeting should be agreed between the Hirer and the Artiste. The length of time between the written notification and the meeting should be long enough to allow the Artiste to prepare for the meeting. The Artiste must take all reasonable steps to attend the meeting and if he or his companion cannot attend on the date suggested he must notify his head of department and propose an alternative date for the meeting to be held without unreasonable delay. It would generally be reasonable, unless there were special circumstances that existed, for the meeting to be rescheduled within 5 working days of the original proposed date, although the Hirer and the Artiste could mutually agree a longer delay for the rescheduled meeting.

No meeting will take place unless the complainant has informed the other party in writing of the cause of the complaint and the other party has had the opportunity to consider a response to the complaint.

In the case of an appeal meeting which is not the first meeting, the Hirer should, so far as is reasonably practicable, be represented by a more senior manager than attended the first meeting (unless the most senior manager attended that meeting).

Records

During the disciplinary or grievance processes the Hirer will keep written records which may include:-

The nature of the complaint the grievance raised; a copy of the written complaint or grievance; the Artiste's defence; the Hirer's response; findings made, any action taken and the reasons for it any grievances raised during a disciplinary process; whether there was an appeal and if so the outcome; any subsequent developments.

Such records will be kept on a confidential basis and in accordance with the Data Protection Act 1998.

Potential Disciplinary Sanctions

Formal disciplinary action may result in the following disciplinary sanctions being implemented:-

Oral warning

If conduct or Performance does not meet acceptable standards the Artiste will normally be given a formal oral warning. The Artiste will be advised of his right of appeal. A note of the oral warning will be kept on the Artiste's personnel file but will be disregarded for disciplinary purposes after three months subject to satisfactory conduct and Performance.

Written warning

If the misconduct or poor Performance is more serious, a first formal written warning may be given to the Artiste This will give details of the complaint, the improvement or change in behaviour required and the timescale allowed for this. It will also inform the Artiste of the right of appeal and that a final written warning may be considered if there is no sustained

satisfactory improvement or change. A copy of this written warning will be kept on the Artiste's personnel file but will be disregarded for disciplinary purposes after six months subject to satisfactory conduct and Performance.

Final written warning

If the offence is serious or there is a failure to improve Performance or conduct during the currency of a prior warning, a final written warning may be given to the Artiste. This will give details of the complaint, the improvement required and the timescale. It will also warn that failure to improve may lead to dismissal or some other action short of dismissal, and will refer to the right of appeal. A copy of this written warning will be kept on the Artiste's personnel file but will be disregarded for disciplinary purposes after twelve months subject to satisfactory conduct and Performance.

Dismissal or other sanction

In certain circumstances, for example a further failure to improve conduct or Performance where a previous warning has been given or where there is a serious incident of misconduct or a serious failure to perform, the disciplinary sanction may be dismissal or the Hirer may take some other action short of dismissal such as disciplinary suspension without pay for up to a maximum of five working days.

If some sanction short of dismissal is imposed, the Artiste will receive details of the complaint, will be warned that dismissal could result if there is no satisfactory improvement and will be advised of the right of appeal. A copy of this written warning will be kept on the Artiste's personnel file but will be disregarded for disciplinary purposes after twelve months (although in exceptional cases the period may be longer) subject to satisfactory conduct and Performance.

Gross Misconduct

The following list provides examples of offences which are normally regarded as gross misconduct. This list is not exhaustive and other serious misconduct may also lead to summary dismissal:

theft, fraud, deliberate falsification of records, dishonesty, fighting, assault on another person, violence unauthorised possession of property belonging to the Hirer damage to the Hirer's property incapacity for work due to being under the influence of alcohol or illegal drugs serious negligence which causes unacceptable loss, damage or injury serious act of insubordination misuse of confidential information, unauthorised entry to computer records conviction for a criminal offence arising from or relating to the Artiste's work for the Hirer conduct whether inside or outside working hours which may bring the Hirer's reputation into disrepute serious or persistent neglect of duties or any material breach or non-observance of those duties - in particular refusal to obey reasonable instructions unauthorised absence from work (including conduct inconsistent with an alleged sickness, injury or other incapacity).

If the Artiste is accused of an act of gross misconduct, the Artiste may be suspended from work on full pay while the Hirer investigates the alleged offence. If, on completion of the investigation and the appropriate Disciplinary Procedure, the Hirer is satisfied that gross misconduct has occurred, the result will normally be summary dismissal without notice or payment in lieu of notice.

General

Following a disciplinary meeting, before making the decision on what disciplinary sanction it should impose, the Hirer will take into account the Artiste's disciplinary and general employment records, length of service and the explanation given by the Artiste at the disciplinary meeting.

Before implementing any of the formal sanctions set out above including after a review of the Artiste's conduct or Performance, the Disciplinary Procedures set out below will normally be followed.

18. Disputes: Any dispute concerning an engagement under this contract or interpretation thereof shall be referred to the VLEC whose decision thereof shall be binding on the parties thereto. The VLEC decision may comprise such compensation by, and/or such other directions as regards the Hirer or the Artiste in respect of whom the complaint has been made as the VLEC thinks fit. Should any party default in carrying out the decision within 28 days, the aggrieved party may forthwith proceed to the courts.

19. Failure to Produce: If for any reason the Hirer shall not produce the show, the Hirer shall pay to the Artiste a sum equal to two weeks salary together with all rehearsal payments accrued and up to and including the day upon which the Hirer notified the Artiste of the abandonment of the production.

(*delete as applicable)

Signed ("The Hirer") date

Address

.....

Signed ("The Artiste") date

Home Address

.....

UK Tax Reference.....

National Insurance Number.....

Passport Number.....

Appendix A: Minimum Rates**1st November 2011 to 31st October 2012**

Once Nightly	(AMR-A)	£376.00
Twice Nightly	(AMR-B)	£404.00
Subsistence	(AMR-G)	£105.00
Touring Allowance	(AMR-H)	£197.00
Understudy Payment		
(per week)	(AMR-C)	£ 34.80
Understudy Payment lead role		
(per performance)	(AMR-D)	£ 42.90
Understudy Payment – other role		
(per performance)	(AMR-E)	£ 25.30
Understudy Payment		
ceiling	(AMR-F)	£ 81.50
Other related financial items in Schedule 1		
Photocalls		£ 25.90
Public Holiday Performances		£ 63.40
Illness Payment ceiling		£ 63.40

Appendix B: Statutory dispute resolution procedures

Disciplinary Procedure

Investigation

Where a potential disciplinary matter arises the Hirer will endeavour to make necessary investigations to establish the facts promptly. Having carried out such preliminary investigations the Hirer will decide whether to take no further action or deal with the matter informally or arrange for the matter to be handled on a formal basis. The Hirer may choose to hold an investigatory meeting (as opposed to a disciplinary meeting) with the Artiste solely to establish the facts of the case.

Informal Action

If informal action does not bring about an improvement or the misconduct or unsatisfactory Performance is considered to be too serious to be classed as minor, the Hirer will take formal action. The formal action will be dealt with by an appropriate member of management and the standard disciplinary procedure or the modified disciplinary procedure set out below will be followed.

Suspension

In instances which the Hirer considers to be particularly serious (e.g. in cases involving alleged gross misconduct, where relationships have broken down or there is a risk to the Hirer's responsibilities to third parties or the Hirer's property), the Artiste may be suspended from work temporarily on full pay whilst an unhindered investigation is carried out. Any precautionary suspension of this kind will be reviewed as soon as possible and will not normally exceed 10 working days. Any suspension on this basis should not be considered as disciplinary action or an indication of prejudgement of the matter.

Formal Procedure

Statement of grounds for action and invitation to meeting:

A thorough investigation will be carried out, the facts assembled and summarised in a written statement. The statement will set out the Artiste's alleged conduct or capability or characteristics, or other circumstances, which may result in disciplinary action (including dismissal). The statement will set out the ground or grounds of the Hirer's complaint against the Artiste. The statement or a copy of it will be sent to the Artiste who will be invited to attend a meeting to discuss the matter.

Meeting:

The Artiste will be invited to attend a meeting and to discuss the matter.

The complaint will be fully explained to the Artiste at the meeting and the Hirer will go through the evidence that has been gathered. The Artiste can make representations and explain his view of the situation and answer any allegations that have been made. The Artiste will be allowed to ask questions and present evidence. If appropriate the Artiste can

call witnesses and will be given an opportunity to raise points about any information provided by witnesses.

No disciplinary action or dismissal will be taken until the meeting has taken place, although the Company may suspend the Artiste in the circumstances referred to in paragraph 0 above. After the meeting the Artiste will be informed of the Hirer's decision. This will be communicated to the Artiste without unreasonable delay and in any event within 10 working days of the meeting and the Artiste will be notified of his right to appeal against the decision if he is not satisfied with it. If the decision taken is dismissal the Artiste will be provided with written reasons for dismissal, the date on which the employment will terminate and the right of appeal. The decision to dismiss will be confirmed in writing.

Appeal:

The Artiste has the right to appeal against any disciplinary action (including dismissal) taken against him and if he wishes to he must inform the Hirer without unreasonable delay.

Modified Procedure

If the Artiste is dismissed for gross misconduct the following modified disciplinary procedure may apply although the Hirer may choose to use the full procedure in its stead.

Statement of grounds for action:

The Hirer will set out in writing in a statement the Artiste's alleged misconduct which has led to the dismissal and what the basis was for the Hirer thinking at the time of the dismissal that the Artiste was guilty of such alleged misconduct. The statement will also set out the Artiste's right to appeal against the dismissal. The Hirer will send the statement or a copy of it to the Artiste.

Appeal:

The Artiste has the right to appeal against any disciplinary action (including dismissal) taken against him and if he wishes to he must inform the Hirer without unreasonable delay.

Grievance Procedure

Informal Resolution of Grievances

The Hirer recognises that misunderstandings or grievances may sometimes occur. It is most important that these grievances are brought out into the open and resolved as fairly, consistently and speedily as possible. In most cases this can be done on an entirely informal basis.

Any grievance should, in the first instance, be raised with the Artiste's head of department who should discuss the matter with the Artiste informally within two working days of it being raised.

Formal Resolution of Grievances

Where the grievance cannot be resolved informally and the Artiste has a complaint, concern or problem about action which the Hirer has taken or is contemplating taking in relation to the Artiste or the Artiste has a personal grievance or a complaint about any work-related matter which effects his efficiency at work, it should be dealt with under the 3 step formal grievance procedure below (the Standard Grievance Procedure). At all stages the Artiste will have the right to be accompanied, if he wishes, by a fellow worker or trade union official.

Formal Grievance Procedure

Statement of grounds for action:

The Artiste must set out, in a written statement, his grievance against the Hirer and send the statement to his head of department. The Artiste will be invited to attend a meeting in order to discuss the grievance.

Meeting:

The Artiste will be permitted to explain his complaint and then say how he believes it should be settled.

After the meeting the Artiste will be informed of the Hirer's decision and this will be communicated to the Artiste without unreasonable delay and in any event within 5 working days of the meeting and the Artiste will be notified of his right to appeal against the decision if he is not satisfied with it. If it is not possible for the Hirer to respond with his decision within 5 working days the Hirer will give an explanation to the Artiste for the delay and inform him when a response can be expected.

Appeal:

The Artiste has the right to appeal against the findings of a grievance hearing and if he wishes to he must inform the Hirer without unreasonable delay.

Modified Procedure

If the Artiste have ceased to be employed by the Hirer and the Standard Grievance Procedure above has not already been completed in relation to the Artiste's grievance, the following modified grievance procedure will apply provided the Artiste and the Hirer agree in writing that the modified procedure can apply. In the absence of such agreement the Standard Grievance Procedure set out above will apply.

Statement of Grievance:

The Artiste must set out in writing a statement of his grievance against the Hirer and the basis for it and send the statement or a copy of it to his head of department.

Response:

The Hirer will respond in writing to the Artiste's written grievance and send the statement or a copy of it to him. The Hirer's response will be made without unreasonable delay and usually within 10 working days of receipt of the written statement.

Dismissals other than through the Disciplinary Procedure

Where the Hirer proposes to dismiss the Artiste for any reason not covered by the disciplinary procedures set out above (including dismissal by reason of redundancy) the following procedures will be followed:

Statement of grounds for action and Invitation to Meeting:

The Hirer will prepare a written statement which will set out the circumstances which have led to the dismissal being contemplated. The statement or a copy of it will be sent to the Artiste who will be invited to attend a meeting to discuss the matter.

Meeting:

The Artiste will be invited to a meeting to discuss the matter.

No action to dismiss the Artiste will be taken until the meeting has taken place. After the meeting the Artiste will be informed of the Hirer's decision. This will be communicated to the Artiste without unreasonable delay and he will be notified of his right to appeal against the decision if he is not satisfied with it.

Appeal:

The Artiste has the right to appeal against any decision to dismiss him. All aspects of the appeal proceedings will be in accordance with Step Three above.

Appeals

The Artiste has a right to appeal against the finding of a disciplinary, dismissal or grievance hearing

If the Artiste wishes to appeal, he must inform the Hirer without unreasonable delay. The Artiste will then be invited to attend another meeting and must take all reasonable steps to attend the meeting. If the Artiste or his companion cannot attend on the date suggested he must notify the Hirer and propose an alternative date for the appeal meeting without unreasonable delay. It would generally be reasonable, unless there were special circumstances that existed, for the meeting to be rescheduled within 5 working days of the original proposed date, although the Hirer and the Artiste could mutually agree a longer delay for the rescheduled meeting.

Where possible the Hirer who made the original disciplinary decision will not be involved in the decision-making process of the appeal. The appeal meeting will be heard by an appropriate member of senior management. If the appeal relates to a dismissal it will be heard by a Director of the Hirer's organisation. Every effort will be made to ensure that the appeal will be heard and resolved quickly.

After the appeal meeting the Artiste will be informed of the Hirer's final decision and this will be communicated to the Artiste without unreasonable delay.

Where the Artiste appeals against any disciplinary action taken against him, the original disciplinary decision (including a decision to dismiss) will be implemented pending the appeal meeting and its outcome.