

INTRODUCTORY NOTES to the THE SDUK ASSISTANT DIRECTOR'S AGREEMENT

This **SDUK Assistant Directors' Agreement** seeks to establish a fair structure that will clearly establish the Assistant Director's duties, the precise term of the engagement and the fee to be paid. It is in two parts: The Contract, and three accompanying Schedules:

- a) **The Contract** sets out the terms of the engagement, the Schedules form part of the Contract.
- b) **The Schedules**
 - 1 **Schedule One: Terms and Conditions** – such as the relevant dates and the fee. All details should be completed as agreed between the parties, and the contract should be signed by the Assistant Director, and by the individual Producer on behalf of the production company.
 - 2 **Schedule Two: Duties and Undertakings.** A list of the Assistant Director's duties and the Director's commitments, key to clarifying their roles. This section is to be countersigned by the Assistant Director, Director and Producer.
 - 3 **Schedule Three: SDUK Recommended Rates** for Assistant Directors, Associates and Residents, which is also part of the Contract, though not currently binding.

EXPLANATION

- 1)** Copies of the Contract and Schedules (but not these notes) should be given or sent by the Assistant Director to the Producer and to the Director immediately the job is accepted, before any contract is issued, and ideally before a fee is discussed.
- 2)** They are designed to encourage the parties to consider all aspects of the engagement carefully, resulting in greater transparency and a better work experience for all.
- 3)** Ideally the Producer will send back a Contract for signing that is closely based on this Contract and Schedules, or at least on the terms they contain; if not, explanations should be sought by the Assistant, and any important refusals or deletions reported to SDUK.
- 4)** The Director needs to be involved in detailed discussions of Schedule Two of the Contract, which is important to clarify the expectations of the Director and the Assistant Director. However the Producer (usually a production company rather than an individual) is the legal entity entering into the contract with the Assistant Director.
- 5)** This Contract is for freelance assistants. It can also be used to cover the roles of freelance 'Associate Director' and 'Resident Director' by deleting or adding items. (These titles cover a variety of roles, all of which are likely to have more responsibilities, longer contracts and higher rates than an Assistant Director).
- 6)** Opera: SDUK will shortly be issuing a similar contract for freelance Assistants and Staff Directors in opera.

Unpaid Work

SDUK accepts that very early career directors may sometimes need to take unpaid work, even though this is more appropriate to the role of an Observer or 'Assistant to the Director' than an actual 'Assistant Director'.

We recommend that anyone intending to work unpaid should seek the following (written) guarantees from the Producer:

1. That everyone in the company – including any producer - is working on the same unpaid basis, and for the entire duration of the production.
2. That the Assistant's travel expenses will be paid, and
3. That the Assistant will be allowed adequate time off to undertake paid work.

However SDUK feels that the decision to take unpaid work should be taken only if the individual is confident that the job will be rewarding and a genuine boost to his/her CV. Discussing the statement of duties (Schedule Two below) may help to clarify this.

Legal Aspects

Please bear in mind that every Producer is subject to the legal requirements of the minimum wage. Unpaid work might breach those regulations if it was not offered to the whole company with everyone sharing in the income of the production. In addition participants have to be genuine volunteers who can choose to attend or not as they wish.

The following SDUK ASSISTANTS' AGREEMENT (Contract and three Schedules) should be sent at the earliest possible opportunity to the Producer as the basis for the final Contract for signing. The Director should be sent a copy of Schedule Two for consideration and discussion.

The Contract needs to be signed by Producer and Assistant.

Schedule One: TERMS AND CONDITIONS needs to be agreed between Producer and Assistant Director and signed by both.

Schedule Two: DUTIES AND UNDERTAKINGS needs to be checked and agreed by Director, Producer and Assistant Director, and signed by all three.

Schedule Three: SDUK RECOMMENDED RATES for ASSISTANTS, is also part of the Contract, though advisory at this stage.

THESE INTRODUCTORY NOTES SHOULD BE RETAINED BY THE ASSISTANT DIRECTOR.

THE SDUK ASSISTANT DIRECTORS' AGREEMENT (Theatre)

(A) THE CONTRACT

'The Contract' sets out the terms of the engagement, 'The Schedules' form part of the Contract.

1. This Contract is made on the date both parties sign below.
2. For the purposes of this Contract the term 'Assistant Director' shall be taken to include the roles of 'Associate Director' or 'Resident Director' in their normal meaning.
3. The parties to the Contract are the Assistant Director and the Producer. 'The Producer' means the Production Company unless there is no production company in which case 'the Producer' is the individual producer.
4. This Contract comprises the terms set out below and in Schedules 1 and 2, which form part of the contract. No other terms are included in the Contract unless agreed by both the Assistant Director and the Producer in writing.
5. The parties shall act in good faith in respect of each other and in a respectful and courteous manner.
6. The Assistant Director agrees to perform the agreed services and undertake the agreed duties. Likewise, the Producer agrees to perform the Producer's duties as set out in this contract and pay the agreed fee on time and in accordance with this contract.
7. If the Assistant Director is unwell and unable to provide the agreed services he/she shall provide supporting doctor certificates and shall use all reasonable efforts to ensure that the Producer is kept fully informed of the illness and the expected date of return. If the period of illness continues for a period exceeding 14 days the Producer shall be entitled to terminate the contract and shall pay the Assistant Director a pro rata share of the fee for the time worked.
8. If the Producer does not pay the fee on time the Assistant Director shall be entitled to stop providing services until the outstanding payment has been paid without being in breach of this contract.
9. This contract may only be terminated (other than for illness as set out in clause 6) in accordance with this clause 8. If a party is in breach of this contract, the

other party may give notice of the breach. This notice will set out the breach and the steps required to remedy it, alternatively it will state if the breach cannot be remedied.

10. If the breach cannot be remedied the party issuing the notice shall be entitled to terminate the contract immediately. If the breach can be remedied the party in breach shall have 14 days to remedy the breach (or 3 days if in rehearsals) and if such breach is not remedied within that period the other party may terminate the contract.
11. Each party's rights immediately prior to breach shall be unaffected by breach and in particular the Producer shall pay the Assistant Director the portion of the fee due up to the date of termination without deduction.
12. The Assistant Director confirms that he/she is entitled to provide the services set out in the contract.
13. The Producer confirms that prior to the date of this contract it has acquired all necessary rights in the work to be performed.

Signed

Assistant Director

Print name and address of Assistant Director

.....

Dated

Signed

Individual Producer acting on behalf of the Producer

Print name and address of Producer

.....

Dated

(continues...)

(B) THE SCHEDULES

Schedule One TERMS AND CONDITIONS

This Schedule should be signed by Producer and Assistant Director.

Key information (All to be completed)

Name of Assistant Director

Name of Production

Name, address, phone no and email of Production Company

Name of active Producer on the show

Name of Director with whom assistant is to work

Dates (Complete/delete as appropriate)

Absolute start of engagement

Period of research or other preparation

Start of rehearsals

Press Night

End of opening or production week

End of full time engagement

Dates or frequency of visits to show while running

Dates of any tour weeks, with openings

Detail of duties on tour, including get-ins, understudy rehearsals, etc

Dates of travel and overnight stays

Absolute end of engagement

- To the extent that any of the above dates have not been settled by the date of the contract they shall be subject to agreement by the Assistant and the Producer in good faith.

- The Assistant must not be required to work additional days for no pay. After the opening, all additional days worked must be paid.

Hours to be worked

The Assistant will work a six day week if required. Apart from production/tech week, the Assistant will not normally be required to work more than 48 hours in any one week.

Complimentary Tickets

Assistant will be entitled to 2 complimentary tickets for press night and further tickets/discounts in line with the rest of the company.

Credit

The Assistant will be accorded a credit in all versions of the theatre programme, printed or online, as follows: "Assistant/Associate/Resident Director [name]" placed beneath the principal creative credits.

Fee (See **Schedule of SDUK Recommended Fees**, below)

Agreed fee for contract

How paid: Weekly [in arrears] to be received no later than the [Tuesday] of the following week. Payments will be made [by bank transfer – the Assistant to provide bank details/ by cheque].

Non-exclusive rates paid for show maintenance after opening need to reflect whether or not the Assistant is free to take other work.

Daily rate is no less than $\frac{1}{6}$ th of weekly rate.

Travel time

Travel time is to be paid for visits while on tour against notification provided by Assistant and on a weekly basis.

Expenses

Travel costs for tech and opening weeks, and on tour against notification provided by Assistant and on a weekly basis.

Adequate per diems when away from home or on tour, to be paid against notification provided by Assistant and on a weekly basis.

Overnights (must cover real costs)

The Producer undertakes:

- (a) that the Assistant will not be out of pocket on legitimate expenses incurred on behalf of the production, and
- (b) that the Assistant will be paid any outstanding expenses within 30 days of presentation of receipts.

Insurance

The Producer will take out public liability and personal insurance to cover the Assistant Director, and his/her personal effects while working on the production.

Signed: Assistant Director

Dated

Signed: Acting on behalf of the Producer

Dated

(continues...)

Schedule Two DUTIES and UNDERTAKINGS

To be discussed by Director and Assistant Director, and signed by both. Each item should be ticked or deleted as appropriate, in order to arrive at an agreed description of the Assistant Director's role on the production, and his or her interface with the director. In long term contracts a fresh agreement may need to be reached for each new production or relationship. The Producer also needs to agree 3 items: DBS clearance, rehearsal space for understudies, and free seats for viewing the show (see below).

a) ASSISTANT DIRECTOR'S PRIMARY DUTIES - CHECKLIST

Independent research	
Yes/No	
Discussion of director’s vision for the production	Yes/No
Helping with casting before rehearsal	
Yes/No	
Presence at design, production or planning meetings	
Yes/No	
Running lines with actors	Yes/No
Taking satellite rehearsals (if requested)	Yes/No
Working with the DSM on the rehearsal schedule	Yes/No
Logistics, helping the Stage Management team	Yes/No
Basic servicing tasks, tea & coffee, etc, running errands	Yes/No
Noting hours for timesheets of creatives	Yes/No
Standing in for actors (eg tech sessions/line feeding/reading in)	Yes/No
*Working with children	Yes/No
**Taking understudy rehearsals	Yes/No
***Watching a performance and giving notes, as agreed with director	
Yes/No	
Other agreed duties,	Yes/No
If so, please specify	
(Extreme demands must not be made at short notice, or imposed without the Assistant’s consent)	
The Assistant Director will work solely under the director?	
Yes/No	
Will have obligations towards other creative team members	
Yes/No	
If so, please specify	

b) ASSISTANT’S FURTHER DUTIES

After working with the Assistant for a while, the Director is likely to give him or her more important responsibilities, such as freedom to express his/her view at meetings, rehearsals or note sessions; the direction of some rehearsals; the giving of pre-discussed notes to actors or technicians, and so on. These depend entirely on the level of trust built up between Director and Assistant. If the first experience is successful the Assistant may reasonably expect to be asked to take responsibility for any future tours or transfers of the production.

c) DIRECTOR’S UNDERTAKINGS - CHECKLIST

The Director agrees to act as a mentor to the Assistant Director, as time permits, over the period of the production.
Yes/No

The Director will do his or her best, as time permits, to answer the Assistant Director’s questions about the production and his/her process, if presented at a convenient moment. **Yes/No**

The Director will not make extreme or unreasonable demands at short notice, or impose them without the Assistant’s consent.
Yes/No

After the opening the Director will take time to give feedback to the Assistant Director on his/ her performance as an Assistant Director and as a potential director.

Yes/No

The Director accepts that, on leaving the production, there will be a need to publicly 'hand over the reins' to the Assistant Director.

Yes/No

After leaving, the Director agrees to be available to the Assistant Director for advice should difficulties arise.

Yes/No

d) PRODUCER'S UNDERTAKINGS - CHECKLIST

- * Production undertakes to help with DBS (CRB) clearance **Yes/No**
- ** Production will provide rooms, schedule time and SM support **Yes/No**
- *** Production will make available a free seat as needed, with adequate view **Yes/No**

Signed: Director Date

Signed: Assistant Director Date

Signed: Producer Date

(continues...)

Schedule Three SDUK RECOMMENDED RATES FOR ASSISTANTS

All work must be paid for in the interests of fairness and diversity: the profession of directing needs to be accessible to all, irrespective of financial resources. Fees should fairly reflect the time commitment made by the Assistant Director, and the extent of duties to be performed. A well qualified Assistant, or one working on a complex production in a major house should be paid at or near the upper rate in the bracket.

These rates are based on late 2014 data published in the SDUK 2015 Earnings Study, and on SDUK observations since.

	Rehearsals (Weekly rate)	Prep & Run (Daily rate)
exclusive, flexible)	(exclusive period)	(non-
<u>Assistant</u>		
West End/Commercial	£500 - £800	£100 - £150
National NPO Co	£400 - £650	£75 - £110
Smaller Company	£250 - £400	£45 - £70
Fringe	£150 - £200	£27 - £35
<u>Associate</u>		
West End/Commercial £170	£750 - £1000	£135 -
National NPO Co	£400 - £700	£75 - £130
Fringe/Smaller Co	£300 - £400	£55 - £70
<u>Resident</u>		
West End/Commercial	£700 - £900	£120 - £150
National NPO Co	£400 - £650	£70 - £120
Fringe/Smaller Co	£300 - £400	£55 - £70

IMPORTANT NOTES

- 1) Any weekly rate that is below the UK Living Wage must be combined with sufficient time off to supplement earnings.
- 2) From 2016 the London Living Wage is £9.40/hr, the official UK Living Wage is £8.25/hr, the National Minimum Wage (for under 25 year olds) is £6.70/hr.
- 3) Some contracts, particularly for Associates or Residents and for tours, cover the entire run. Others end at the Press Night, and are followed by non-exclusive terms for maintaining the show during the run or tour.
- 4) Such non-exclusive contracts, usually for 1 or 2 days per week at Daily Rate, must be organised to allow the Assistant Director to take other work.
- 5) Tour visits to check a show and give notes while under non-exclusive contract should be reckoned at two days if the Assistant Director cannot return home at night.
- 6) Travel time while on tour should be paid for.
- 7) Extra visits or days work that do not fall within the terms of any non exclusive contract must be paid in addition at no less than the Daily Rate.
- 8) The Daily Rate must be no less than 1/6th of the weekly rate.