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The Agreement

- a) It has been agreed between Alice Adams Lemon (National Official Northern Ireland) for Equity, and Lara Albergo (Development Manager) for Bruiser Theatre Company (referred to as 'The Company' hereafter) that all productions by The Company shall use the following as their minimum terms for the engagement of performers and stage managers (referred to as 'Company Members' hereafter).
- b) This agreement is to commence on 17 April 2024 and subsist until further notice. Either party may terminate this agreement by giving one month's written notice.
- c) The agreement will be reviewed jointly by The Company and Equity annually to ensure terms, conditions and rates are appropriate and current and will be no less than the terms of the ITC/Equity Agreement which is current at the point of engagement.

1. Use of this Agreement

- a) This Agreement will form the basis of each individual Contract of Employment.
- b) A copy of this Agreement must be provided with each individual Contract of Employment of Stage Managers and/or Performers.
- c) A copy of this Agreement must be available on The Company website.

2. Recognition

The Company recognises Equity as the only appropriate body to negotiate terms and conditions collectively for the engagement of Performers and Stage Managers ("Company Members")

The Company and Equity believe that the industry is strengthened by union membership and therefore:

- Company Members who are not members of Equity shall be encouraged to join
- The Manager will provide space and time for Company Members to hold Equity meetings during working hours, including a meeting early in the engagement to elect a Deputy
- The Manager shall send the following to their local Equity office as soon as possible:
 - full cast list (including stage management and creative team)
 - production schedule

3. Variation:

- 1) In very exceptional circumstances, The Company may apply to vary the terms and conditions and/or the minimum wage set out in this Agreement. Any application to vary the Agreement must be made well before contracts are to be issued and must have been agreed by Equity before contracts are issued.
- 2) An application to pay a wage below the agreed Equity minimum rate must include information on the funding and scale of the production. No application to vary the minimum wage to a rate below the National Minimum Wage will be accepted.
- 3) Details of any agreed variation must be notified in writing to prospective Company Members before they are contracted.

4. Implementation of the Agreement:

- 1) This Agreement came into effect on 17 April 2024. This was most recently amended effective date 20 April 2026.



Alice Adams Lemon

Equity



Lara Albergo

Bruiser Theatre Company

Bruiser / Equity Agreement

Contract for the engagement of Performers and Stage Managers

This Agreement is made on the _____ day of _____ 20__

and sets out the specific details of this engagement, which are based on minimum terms and conditions agreed between ITC and Equity.

This Agreement is made Between (Company Name)	And
("the Manager") OF (Address)	("the Company Member") OF (Home Address)
Company Base (if different from above)	Manager's Tax Ref. No.
	Co. Member's Tax Ref. No.
	Co. Member's NI No.
	Co. Member's Equity Pension No. (if applicable)

A. Details of Engagement

The Manager engages the Company Member	
In (name of production etc.)	
By (written, devised etc.)	
To (tick/complete as required)	
(a) undertake stage management duties	
(b) play the part(s) of	
(c) play as cast	
(d) participate in workshops	
(e) understudy the part(s) of	
At: (Venue, on tour, etc.)	
In addition, the Company Member may be asked to undertake the following extra duties, e.g: driving (see The Handbook for guidance on compensation for driving), get-outs, etc.(include all extra duties)	

B. Period of Engagement

Delete two of the clauses below -

The Engagement shall start on _____ day of _____ 20__ and continue:

- 1) For a fixed period of _____ consecutive weeks, to finish on _____ (full weeks)
or
- 2) For a fixed period to finish on _____ (daily working as set out in the attached schedule)
or
- 3) For an indefinite period, until the engagement is terminated by either party giving the other not less than _____ complete weeks written notice (not less than 3 weeks) (daily or full weeks)

C. Exclusivity of Engagement

- 1) The Company Member declares at the time of signing this contract that they have no engagement with any other person or company that might prevent them from carrying out this contract.
- 2) The Company Member agrees not to work for any other person or company on any day when they are engaged under this contract, without the Manager's prior written permission. Where the Company Member is engaged for a full week this means Monday to Sunday inclusive.
- 3) The Manager shall not unreasonably refuse a request from the Company Member for permission to do other work. The Manager shall, however, take the provisions of the Working Time Regulations into account when considering a request to do other work.

D. Company Member's Obligations

- 1) The Company Member agrees to perform the services required under this Contract.
- 2) The Company Member, if a Performer, agrees to play their part(s) as directed and not to introduce into their performance material not previously approved by the Manager.

E. Number of Performances & Workshops

The Company Member shall perform no more than the following number of performances/workshops in any week

_____ performances and/or _____ workshops

Full length productions: 8 per week

Performances one hour or less: 10 in a week where there are also workshops, otherwise max.12

Productions for schools only of 70 minutes or less: 10 in a week - no workshops and 2 rest days per performance week guaranteed

Workshops: 3 per day and 12 per week

F. Financial Provisions: Salary

- 1) The Manager shall pay the Company Member the sum of _____ per week/ part week/day, exclusive of any allowances or holiday pay that may apply.

This must be at least the current ITC/Equity minimum, for example 2026/2027 are as set out in the Rates Sheet at the end of this Contract. The minimum day rate can be used where engagements are for up to three days in any working week, as defined in Clause H.1 below. Where the Company Member is called for four days or more in any working week they shall be paid at least the minimum weekly salary.

- 2) The above sum of £_____ per week includes up to _____ hours overtime payment /does not include overtime payment* (*delete inapplicable phrase)
- 3) Payment shall be by..... (method) on (day)(Requests for cash payments in the first week shall not be unreasonably refused)
- 4) Pre-engagement Call: Where the Company Member attends a call before the start of the engagement at the Manager's request, they shall be paid as follows:
- a) at least the minimum daily rate set out above
 - or
 - b) where the call is for less than 4 hours at least half the minimum daily rate
 - c) plus agreed travelling expenses (the Company Member must provide receipts)
- 5) Scope:
- a) The Company Member's weekly salary covers rehearsals, performances, travel, workshops (preparation and participation), costume fittings, photographic sessions and any other duties set out in the Contract
 - b) For Dancers this includes participation in classes
 - c) Understudying:
 - i) A Company Member contracted only to understudy
 - (1) should not understudy more than 3 roles for the minimum salary
 - (2) need not receive extra payment if they have to perform.
 - ii) A Company member contracted to perform and understudy should receive
 - (1) a mutually agreed additional "obligation payment"
 - (2) further additional payment if they perform an understudy role.

G. Financial Provisions: Expenses

The Manager shall pay the Company Member the following expenses:

- 1) Where the Company Member is relocating to work for the Manager, the cost of travel between the Company Member's home and Company Base at the beginning and the end of the engagement. This sum can be subject to a pre-agreed maximum.
- 2) When the company member is living away from home, the manager will either:
 - a) provide accommodation /
 - b) pay the daily accommodation allowance of £..... (meal allowances apply) /
 - c) pay the weekly living away allowance of £.....

(*delete two of these options)

The Manager will wherever possible provide reasonable accommodation for a Company Member whose home address is 25 miles or more away from the place of work, save for when the Company provides safe travel to Company members' homes for arrival prior to midnight, such time to be included as working time.

Where accommodation is not provided either the Daily Accommodation Allowance or Weekly Living Away Allowance will be paid.

3) Daily Meal Allowances (per diems) are payable in conjunction with overnight stays or where the working day is over 10 hours. The Manager shall provide either:

- i) Where breakfast is provided: one meal /one meal allowance of £..... (see Rates Sheet for minimum allowance) or
- ii) Where breakfast is not provided: two meals / two meal allowance of £ (see Rates Sheet for minimum allowance)

H. The Working Week

- 1) The working week is defined in this Agreement as the 7 days starting on Monday.
- 2) There must be at least one free day in each working week as defined in H.1) above.
- 3) A maximum of 12 days can be worked between any two free days, where this does not infringe the provisions of H.2 above, an example of how this might work is given below:

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Week 1: Free day	X						
Week 2: Last possible free day							X
Week 3: Last possible free day							X
Week 4: Free day				X			
Week 5: Last possible free day							X

- 4) The maximum hours that the Company Member can work in a week for their basic salary are set out below:
 - a) 35 hours in a week where there are only performances and/or workshops, i.e there is no called travel, rehearsal, get-ins/get-outs or calls for publicity, filming etc.
 - b) 43 hours in
 - i) a rehearsal week
 - ii) a rehearsal and performance/workshop week
 - iii) any week where in addition to performances, workshops or rehearsals there is also called travel, get ins/get-outs or calls for publicity, filming etc.
 - c) 47 hours in a production week (one designated production week per production)
- 5) If the hours above are exceeded the Manager should try to give the Company Member Time Off in Lieu (TOIL) as soon as possible.

- 6) Compensatory overtime payment will be given if the total hours worked over the engagement exceed the aggregate of the hours set out above, whether TOIL has been given or not, see Section K below for details.

I) The Working Day

- 1) The maximum length of any working day shall be 10 hours. Compensatory overtime payment will be given if the total hours worked over the engagement exceed the aggregate of the hours set out above, whether TOIL has been given or not, see Section K below for details.
- 2) Working time does not include –
 - a) Tea breaks
 - b) Meal breaks
 - c) Travel between home/local accommodation and Company Base (“Company Base” may be company office/rehearsal room/van pick up point/performance venue).
 - d) Overnight travel by plane, boat or train required by the manager.

Wherever possible Company Members should be notified of the First Call for the following day by 6.00pm or by the end of the afternoon working period, whichever is earlier.

J) Breaks

- 1) Meal Breaks: The Company Member must have a one-hour meal break between morning and afternoon working periods and between afternoon and evening working periods. This may be reduced to 30 minutes for YPT companies working in schools, however, wherever possible a longer break shall be given.
- 2) Tea Breaks: The Company Member must have a break of 15 minutes within any continuous working period of 3 hours.
- 3) Overnight Break: The Company Member must have a break of at least 11 hours free of calls at the end of each day's work.
- 4) Wherever possible breaks shall be taken at mutually agreed times near to normally accepted meal times.
- 5) The Company Member has the right to refuse to miss a meal or tea break.
- 6) Where all Company Members agree to miss a tea break this shall not be treated as overtime.
- 7) Where the Company Member misses breaks (except as excluded in J.6) they must be compensated with overtime, paid at 1.5 time for each quarter hour break breached. Breached breaks that have been compensated with overtime and tea breaks that have been missed by mutual agreement are not included in the totals of hours work compiled at the end of the engagement.
- 8) Where the Company Member works for 6 hours or more in a day the law says that they must take at least 20 minutes break time, this cannot be waived by mutual agreement.

K) Toil & Overtime Payment

- 1) Where the Company Member works hours over those in Clauses H and I they shall be compensated with TOIL or, if there is not time to give TOIL, with overtime payment as set out in K.2 below.

TOIL:

- a) Time off equivalent to the extra hours worked should be given as soon as possible.
 - b) TOIL is to be taken in units of half or whole days (e.g: if only 3 hours extra work has been done a half day's TOIL shall be given).
 - c) Compensatory TOIL may be given in advance if there is sufficient time available after all mandatory rest days have been allocated. The Company Member must be made aware of any advance TOIL days when they enter into the contract.
- 2) Overtime Payment:
- a) If the total hours the Company Member has worked over the engagement are more than the sum of their appropriate weekly hours, as set out in Clause H.4, the Company Member shall receive additional payment at the end of the engagement.

Calculation of appropriate weekly hours

3 weeks rehearsal @ 43 hours	= 129 hours
+ production week	= 47 hours
+ 2 performance weeks with other calls 43 hours	= 86 hours
+ 3 performance weeks no other calls 35 hours	= 105 hours
Sum of appropriate weekly hours	= 367 hours

- b) Overtime payment shall be paid as follows:
 - i) For the first 20 hours at a rate of time and a half extra.
 - ii) For any hours over 20 double time extra.
 - iii) This extra payment shall be calculated and paid on a pro rata basis for each half hour worked, except for compensation for breached breaks for which 15 minute payments shall be made.
 - iv) The basic hourly rate for the calculation of overtime payments is the Company Member's basic weekly salary divided by 35.
- c) For any hours over 57 hours in any working week, time and a half. Time which has been compensated with overtime under this clause shall not be included in the total of hours worked for the purposes of s.K.2.a) above.
- d) Where the Manager is paying the Company Member at a rate over the minimum this may include payment for an agreed number of hours of overtime. These hours should be deducted from the final aggregation of hours at the end of the engagement (as set out in K.2) a) above) for overtime payment.

Sum of appropriate weekly hours	= 367
Total hours actually worked	= 420
Hours overtime due	= 53
Less pre-agreed hours for extra pay	=10
Hours for which extra pay due	= 43

3) Time Sheets: The Company Member must complete time sheets and submit them to the Manager at the end of each week of the engagement.

L) Time Off

1) Holidays:

a) Amount of Holiday: The Company Member is entitled to 7/13th of a day's paid holiday for each week worked, from the first week of the engagement.

b) Timing of Holidays:

i) Holiday during the engagement shall be taken at a date set by the Manager.

ii) Holiday taken during the engagement must be a block of at least 7 consecutive days, or for production runs of 3 weeks or less, a block of at least 0.5 consecutive days.

iii) Notice of holiday dates should be given by the Manager at the time the contract with the Company Member is made. If this is not possible, the Manager should give the Company Member at least two weeks' notice of holiday to be taken during the engagement.

c) Payment in Lieu of Holiday:

i) If holiday is not taken during the engagement the Company Member must receive pay in lieu of holiday at the end of the engagement

ii) Pay in lieu of holiday shall at a rate of 7/13th of actual daily salary (averaged over the period of the engagement) for each week worked.

d) Public Holidays:

i) If the Company Member is required by the Manager to work on a Public or Statutory holiday they shall be given an extra free day within 2 weeks.

ii) Where an extra Free Day is not given, the hours worked shall be counted twice when aggregating hours at the end of the engagement for the purposes of overtime calculation.

iii) Public holidays should be deducted from the weekly hours when aggregating i.e: a 35 hour week that includes one public holiday should be included in the aggregate as a 29.16 hour week.

2) Sickness:

a) The Company Member must notify the Manager on their first day of absence through sickness and, wherever possible, give an idea of the cause and likely duration of the absence.

b) The Company Member must provide evidence of illness (a self-certificate for absence up to 7 days and then a doctor's fit note) within 5 days of notification of sickness. The Manager shall have the right to have the Company Member medically examined, at the Manager's expense, by an appropriately qualified medical practitioner.

c) The Manager shall pay the Company Member as follows:-

- i) their full basic salary for the first week of absence
- ii) half their full basic salary for the next three week(s) of absence
- iii) at least Statutory Sick Pay (SSP) for the remainder of the Company Member's contract or the statutory period for SSP (whichever is the shorter).

This shall not prejudice the Manager's right to give the Company Member written notice to terminate the contract, if it is clear that the Company Member's illness or injury will prevent effective participation. Such termination shall have immediate effect, however, the Manager shall continue to pay the Company Member the appropriate payments in line with L 2) c) above.

- 3) Family Friendly Leave: The Company Member shall be entitled to the same time off and payment for paid or unpaid ante-natal, maternity, paternity, adoption and parental leave that would apply if they were Class 1 NI contributors and to dependent care and crisis events leave in line with statutory provisions for employees. Statutory qualifying periods also apply to this clause.

M. General

- 1) Pension : The Company has determined to delay the requirement to provide a workplace pension for 3 months meaning that those contracted will have no returns from the Company made to their Equity pension unless they specifically request it. In such a case this contribution will be 5% of salary from the Company Member and 3% additional contribution from the Company to the Equity Pension Scheme or in the case where the Company member is not on the Equity Pension Scheme, the Company's Workplace Pension Scheme under the same terms.
- 2) Disciplinary, Dismissal and Grievance Procedures Disciplinary, Dismissal and Grievance Procedures: The law requires the conduct of any disciplinary action or dismissal to be "reasonable". Guidelines of good practice are set out in the LRA Code of Practice.
- 3) Absence without Cause
 - a) If the Company Member is absent for any part of the working day because of their own negligence, the Manager may make deductions from the Company Member's salary on a pro rata hourly basis.
 - b) Any absence without reasonable cause or explanation will be treated as gross misconduct and shall entitle the Manager to dismiss the Company Member.
- 4) Press/publicity
 - a) The Company Member agrees:
 - i) To co-operate in calls for publicity purposes, which are working time
 - ii) To provide personal biographies in a form and by [DATE] and to allow the Manager to edit such biographies, unless agreed otherwise
 - iii) Not to make any press announcements regarding the engagement except at the Manager's request
 - iv) That the inclusion/position/size of type etc of the Company Member's name on publicity material shall be at the Manager's discretion

- b) The Manager agrees not to commit the Company Member to personal interviews without their consent. (Reimbursement of expenses should be arranged before an interview)

5) Photographs & recording

- a) The Company Member agrees/does not agree (delete as appropriate, agreement should not be unreasonably withheld) that the Manager may
 - i) Photograph their performance during rehearsals, performances or photo calls, without additional pay.
 - (1) Such photos may only be used for publicity for the relevant production or for general publicity for the Company.
 - (2) Photographs depicting the Company Member nude/semi-nude and/or sex acts should only be used for direct publicity for the production and only with the written consent of the Company Member.
 - ii) Record their performance/rehearsals without additional pay in the following circumstances:
 - (1) for playback during rehearsals or similar private purposes.
 - (2) for the Company's archives (if the Manager has the consent of all company members involved)
 - (3) in order to make a DVD, CD, video (or other electronic format) of no more than ten minutes finished length for publicity purposes (including use on company website). This should not be broadcast on TV, video, cable or satellite television, national or local radio (or any other medium existing now or in the future), or be used as an educational resource, without the prior consent of Company Members involved.
- b) The Manager agrees that Company Members will not be required to take part in filming for News/Magazine programmes unless
 - i) All Company Members involved in making the recording have given prior consent.
 - ii) Payment by the programme company has been agreed before recording and is at least the minimum rates negotiated by Equity (see Rates Sheet below).
- c) The Manager will not make or agree to the making of mechanical or electronic recordings of the Production, live streaming or other mechanical or similar reproduction of the full performance for commercial use without the consent of the performers and with prior negotiation of rates of pay with Equity, who can advise on industry standard rates for these uses.
- d) Interviews for Bruiser educative purposes : Where Company Members are invited to record a personal interview for use as part of Bruiser's education offer to schools, it must be with the agreement of the member(s) involved and terms to include protections of the members' likeness and voice and duration of use. Expenses incurred should be reimbursed if outside working time and it will be at the member's discretion whether or not a fee is also agreed before recording.

6) Stage Management

- a) There will be a team of [number/grades] stage management for this production

The Stage Management team should reflect the needs of the production i.e: workload, safety, size and amount of set and involvement of other Company Members in Stage Management duties. The following staffing levels are recommended:-

Productions with 9 or more performers: at least 2 dedicated Stage Managers.

Productions with fewer than 9 performers: at least 1 dedicated Stage Manager.

“Minimal” productions e.g. less than 4 performers, minimal set, get-in less than 40 mins. may be able to operate without a dedicated Stage Manager.

- b) An artist engaged to undertake stage management duties may be required to appear on stage.

7) Costume & property

- a) The Manager will provide the following (delete those not applicable)

- i) Costumes.....
- ii) Hair-pieces/wigs.....
- iii) Make-up.....
- iv) Specialist footwear.....

Items provided by the Manager must not be removed from the Theatre.

- b) The Company Member agrees to provide his/her own property for use in the Production as follows (e.g: costume items, musical instruments, props) (delete if inapplicable)
..... for which the Manager shall pay the Company Member a fee of £.....

- c) Where 7.b) above applies the Manager shall:

- i) Provide appropriate insurance cover if necessary (the Company Member shall provide a valuation of the property for this purpose).
- ii) Ensure any costume provided by the Company Member is maintained and fully cleaned at the end of the engagement.
- iii) Pay for all ‘consumable items’ required for musical instruments e.g: strings, reeds etc.

- d) Maintenance:

- i) The Manager shall ensure that costumes, hair-pieces, wigs, are kept clean, in good repair and replaced where necessary.
- ii) Where the Company Member’s duties include washing and maintenance of costumes
 - (1) The Manager shall ensure that the Company Member knows the system for this work.
 - (2) Time spent on washing & maintenance shall count as work time.

N. Early Termination of Contract

- 1) Summary Dismissal: An Act of Gross Misconduct may result in summary dismissal. The following is a non-exhaustive list of examples of what might constitute Gross Misconduct:

- a) Theft of or malicious damage to company property.
- b) Incapacity due to being under the influence of alcohol/non-prescribed drugs.
- c) Physical assault or fighting.
- d) Sexual harassment.
- e) Abusive behaviour e.g: sexist, racist, ageist and other oppressive behaviour.
- f) Gross incapability – where the employee’s negligence or actions jeopardise the production (this may include failure to learn their part or take direction).
- g) Serious infringement of safe working practices.

For guidance on dealing with cases of Gross Misconduct see The Handbook.

- 2) Failure to Produce: If for any reason the Manager does not produce the production the Manager shall pay the Company Member the following, in satisfaction of all claims:-
- a) a sum equal to 3 weeks salary or to the number of weeks for which the Company Member has been engaged for a definite period (whichever is the shorter)
 - b) any other payments due up to and including the day when the Manager notifies the Company Member of the termination of the production

Signed as agreed

Manager

Company Member / Agent

Minimum rates of pay for performers & stage managers 1 April 2026/1 April 2027

Weekly Salary	£631.00
Minimum Daily Rate for 3 days or less. 4-6 days paid at the weekly salary	£139.00
Commuting Costs Threshold: Where relocation is not being paid travel costs over this are repaid	£35.01
Commuting Costs Ceiling: Maximum payable per week, above the threshold	In London £178.27 Outside London £145.58
It is recommended that the Manager provide accommodation. Where the Company Member finds their own accommodation pay the allowances below.	
Daily Accommodation Allowance: where Company Member arranges hotel/B&B	In London £62.04 Outside London £56.82
Daily Accommodation Allowance: where Company Member stays with friends etc. (not own home)	£29.00
Meals: Daily where breakfast is provided	£25.28
Meals: Daily where breakfast is not provided	£35.84

Weekly Living Away Allowance: To apply to all weeks where the company member has a home address more than 25 miles away from the place/s of work, whether rehearsal or performance venue/s and they choose to relocate	Inside London £518.25 Outside London £474.63
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Recording by Broadcasting Companies

Equity has agreed minimum conditions with broadcasters for News/Magazine programmes:

- All Company Members involved in making the recording must have given prior consent (whether or not they are included in the broadcast extracts).
- Payments are the responsibility of the programme company and should be agreed before recording is allowed (minimum rates set out below).
- Recordings must not be made in the presence of a paying audience.
- These arrangements do not apply to video, DVD/CD etc recordings for commercial use. Such recordings should be negotiated via Equity.
- Interviews: Where Artists are invited to record a personal interview, it must be with the agreement of the Artist(s) involved. Expenses incurred should be reimbursed and it will be at the Artist's discretion whether or not a fee is also agreed before recording.
- For News Access (News Bulletins, News Items In News Magazines) including regional news, contact National Official, Equity