***{Insert name}***

**CONTRACT OF EMPLOYMENT**

**FOR**

***{insert production}* UK AND XXXXXX TOUR**

**(INCORPORATING THE PARTICULARS OF**

**EMPLOYMENT REQUIRED UNDER THE EMPLOYMENT**

**RIGHTS ACT 1996 (“ERA”), AS AMENDED)**

***{insert name and address of employer}***

 **Date:** *{insert date}*

This contract of employment is made on *{insert date}*

Between:

1. {*insert name and address of company}* (“**Employer**”) and
2. {*insert name and address of employee}* (“**Employee**” or “**you**”)

(together “**the Parties**”).

This Agreement contains a statement of applicable terms of your employment as required by section 1 of the Employment Rights Act 1996. Schedule One does not form part of your contractual terms and conditions of employment and may be varied at any time. Should there be any inconsistency between this Agreement and the contents of the Schedules, the terms of this Agreement shall prevail, always provided that these provisions will never be lesser than the provisions required by the UKT/Bectu Agreement.

**IT IS AGREED AS FOLLOWS:**

1. **START DATE, PROBATIONARY PERIOD AND CONTINUOUS EMPLOYMENT**
	1. Your employment, and your period of continuous employment with the employer, will commence on *{inset date}*. You confirm that you are not prevented from taking up the employment or from performing your duties by any obligation or duty owed to any other party, contractual or otherwise.
	2. Your employment is for a fixed term ending on *{inset date}*, at which time it will terminate without the need for further notice. It shall continue thereafter unless or until terminated by either party under the terms set out in clause 18 below.
	3. You warrant that you are entitled to work in the UK without any additional approvals and will notify the employer immediately if you cease to be so entitled at any time during your employment with the employer.
	4. Your employment is subject to a probationary period of *{insert nos of weeks but max 13}* weeks, during which time your performance and conduct will be monitored. The employer reserves the right to extend your probationary period by up to a further *{insert nos of weeks but max 13}* weeks.
	5. During the probationary period, or at the end of it, your employment may be terminated by the company giving you two weeks’ prior written notice.
2. **UK THEATRE ASSOCIATION/BECTU AGREEMENT**
	1. Save as varied by this Agreement and insofar only as the context admits and as is not inconsistent with the express terms of this Agreement, the provisions of the current agreement existing between the UK Theatre Association and the Broadcasting Entertainment Communications & Theatre Union, as amended from time to time (the “UK Theatre Association /Bectu Agreement”) is accepted by the parties as binding in honour upon them but not intending to constitute a legally enforceable Agreement between them.
3. **JOB TITLE AND DUTIES**
	1. Your job title is *{insert job title}* on the Touring production of *{insert name of tour}* (the “Production”). You may be required to undertake duties as the employer considers appropriate.
	2. You will report to *{insert name}* (“Company Manager”) and *{insert anyone else if needed)*.
	3. During your employment you shall:
		1. devote the whole of your time and the full benefit of your knowledge, expertise, skills and ability, to the proper performance of your duties;
		2. comply with all reasonable requests, instructions, rules and regulations, as may be made from time to time by the employer, and will, in addition, comply with all rules and regulations which apply to the employer’s business;
		3. exercise reasonable care and diligence in the performance of your employment and shall comply with all reasonable instructions to protect your own health and safety and the health and safety of others;
		4. keep just and true records of all goods bought and sold, money received and paid, services carried out and all things whatsoever relating to the employer’s business which come into your care or disposal;
		5. at all times give to the employer such explanations, information and assistance relating to your employment with the employer as it may require; and
		6. faithfully and loyally work for the employer to the best of your ability and use your best endeavours to promote, protect, develop and extend the employer’s business.
4. **EXCLUSIVITY OF EMPLOYMENT**

You acknowledge and agree that you:

4.1 are employed exclusively by the employer; and

4.2 shall not accept any other professional work in the entertainment industry or otherwise without the employer’s prior written consent (which shall not be unreasonably withheld) and, whether or not such consent is given, you shall not accept other professional work in the entertainment industry that will or may prevent you from carrying out your duties under the terms of this Agreement.

1. **PLACE OF WORK**

Your usual place of work will be *{insert}* and theatres throughout the United Kingdom, in accordance with the location(s) of the Production.

1. **HOURS OF WORK**

6.1 You are required to work an average of forty eight (48) *{amend as necessary}* hours a week, worked between 9am and 11.30pm spread over any six consecutive days of the week. These hours will be worked at such times as we require and notify.

6.2 You agree to work on any public holiday as required. Any hours you work on a public holiday will count towards your weekly working hours *{and we will pay you in accordance with Clause 7.3 below* **OR** *there will be no additional payment as this is included in your buyout salary* **DELETE AS APPROPRAITE***}*.

6.3 You agree to work up to one performance on a Sunday. Any performance worked will count towards your weekly working hours *{and we will pay you in accordance with Clause 7.4 below* **OR** *there will be no additional payment as this is included in your buyout salary* **DELETE AS APPROPRAITE***}*.

6.4 For the purposes of this Agreement, a “week” is defined as Monday through to and including Sunday.

6.5 All travel time from home to first venue of tour, between venues on tour and travel back home after last venue will be paid working time and count towards your weekly working hours.

6.6 All attendance at calls made by the employer, including performances, rehearsals, fit ups, get ins/outs, applicable COVID testing, and photograph, press, publicity and recording calls, will count as working time.

6.7 For the avoidance of doubt, each complete week shall have one day as the nominated rest day.

6.7 Given the nature of the industry, the Parties acknowledge that the working day, the working week, the precise timing of calls, meal breaks and rest breaks (if relevant) are all subject to change from time to time, at the employer’s discretion. During all periods of work you will be allowed to take a fifteen-minute break within any continuous period of three hours work and a one-hour break after a period of five hours work. It is your responsibility as well as ours to ensure that you take these breaks when possible and the guidelines above are indicative rather than firm. You accept that because of the nature of the work it is not always possible to take the breaks at exactly these times, and you will be paid. Missed meal breaks will be paid in accordance with clause 7.2.3 below.

6.8 The employer will not require you to work in excess of 48 hours per week (averaged over 52 weeks or the duration of the contract, whichever is the lesser) if to do so would cause any safety or health risks. You should advise the employer if you feel that any such safety or health risks are being created by the hours worked. In addition, you must comply with any requests made or measures imposed to enable the employer to monitor your working time.

6.9 If at the end of the contract your average hours exceed 48 then any excess hours will be paid out at 1.5T.

6.10 During weeks when there is a get out at a specific venue, any hours worked over 48 hours during that week shall be paid at in accordance with the UKT/Bectu Agreement.

1. **REMUNERATION**

7.1 You will be paid a gross basic buy out salary of *{insert weekly figure}* (“the Basic Salary”) per 48 hour week worked in accordance with Clause 6.1 above.

7.2 Payment for any hours worked in excess of those set out in Clause 6.1 above shall be calculated as follows:

7.2.1 between the hours of 11:30pm and 9am you will be paid at double based on one forty eighth of your Basic Salary per hour worked in units of fifteen minutes;

7.2.2 on any seventh consecutive day worked you will be paid at double time based on one forty eighth of your Basic Salary per hour worked in units of fifteen minutes;

7.2.3 missed meal breaks will be paid a double time for each 15 minutes of the meal break missed; and

7.3 *You will be paid for any hours worked on a public holiday at double time based on one forty eighth of your Basic Salary per hour worked in units of fifteen minutes* **OR** *there will be no additional payment as this is included in your buyout salary* **DELETE AS APPROPRAITE***}*

7.4 *You will be paid for any hours worked on a Sunday at time and half until 3 April 2022 and at double time thereafter based on one forty eighth of your Basic Salary per hour worked in units of fifteen minutes up to a minimum call of 8 hours* **OR** *there will be no additional payment as this is included in your buyout salary* **DELETE AS APPROPRAITE***}*

 You will be paid weekly in arrears by bank transfer into a UK bank account nominated by you.

7.5 Your Basic Salary and performance will normally be reviewed at such time as the UK Theatre Association /Bectu rates are reviewed, subject to the following:

7.5.1 should your Basic Salary be greater than the UK Theatre Association /Bectu rate in force from time to time, the level of any salary increase will be at the discretion of the employer; and

7.5.2 there will be no review during any probationary period but UK Theatre Association/Bectu rate rises will be applied during notice period.

7.6 At any time during your employment, or upon its termination, the employer shall be entitled to deduct from your salary or any other payment due to you in respect of your employment (including your final salary payment) any monies due from you to the employer or to any Associated Company including (but not limited to) any overpayments made to you by the employer or losses sustained by the employer as a result of your negligence or breach of the employer’s rules.

7.7 Any discrepancies in your salary must be reported immediately to the Company Manager.

**7.8 TOURING ALLOWANCE**

7.8.1 We will pay you a weekly allowance of £290 as touring allowance to cover additional cost of living away from home but this does NOT cover travel and accommodation which will be arranged/reimbursed separately.

**7.9 TRAVEL**

7.9.1 We will either arrange for transportation between each stop of the tour or we will reimburse you for the cost of second-class rail travel if we do not arrange for transportation or if we do provide transportation and you opt to drive, we will reimburse mileage at the UK THEATRE ASSOCIATION/BECTU rate.

7.9.2 Where appropriate we will provide air transportation.

1. **CHANGES TO PERFORMANCE SCHEDULE**

8.1 The employer may schedule seven (7) performances in one (1) week and nine (9) performances in a consecutive week without any additional payments two additional times in a calendar year subsequent to the arrangement over the Christmas/ New Year period (that arrangement allowing for sixteen (16) performances over a two (2) week period at no additional cost).

8.2 In addition to the 7/9 weeks described above, the employer may schedule extra performances (no more than nine (9) shows a week) up to an additional four (4) times in a calendar year. These additional performances shall be paid at an additional 1/8 of basic salary. There may not be any consecutive weeks with none (9) shows.

1. **PENSION**
	1. The employer will comply with the employer pension duties in accordance with Part One of the Pensions Act 2008.
2. **HOLIDAYS**

10.1 Your holiday allowance will be in accordance with the UK Theatre/Bectu Agreement. Holidays will be taken at such times as are mutually acceptable and convenient to the employer in conjunction with the rest of the department and in periods no longer than two consecutive weeks. Appropriate notice of intention to take a holiday must be given to the Company Manager.

10.2 You agree to work on any public holidays as required in accordance with Clause 6.2.

10.3 Holidays will not be approved during cast change periods and will not be approved during the three-week period commencing with the week prior to the week in which Christmas day falls.

10.4 In exceptional circumstances, the employer is entitled to require you (on 8 weeks’ notice) to take specified weeks off as part of your annual holiday entitlement.

10.5 No compensatory pay will be made for holiday not taken (other than on termination of employment).

**11. ILLNESS AND INJURY**

11.1 If you are absent from work as a result of illness or injury, you shall notify the Company Manager of the reason for your absence as soon as practicable by phone (and not by text message) and in any event by 10am (matinee days) or 12pm (evening performances) on the first working day on which absence first occurs and give the likely date of your return. You should leave an emergency contact telephone number if you are not at home. You must keep the Company Manager updated on your condition, no less than once each working day.

11.2 The employer reserves the right to require you to provide the Company Manager with a self-certificate form indicating the nature of illness or injury as soon as possible, and in any event no later than on your return to work.

11.3 If the absence is for more than seven days, including any holiday or rest day, you must provide the Company Manager with a doctor's certificate.

11.4 The employer reserves the right to ask you to undergo a medical examination, at its cost, with the employer’s medical practitioner at any stage of absence. You authorise such practitioner (under the Access to Medical Reports Act 1988) to disclose or discuss with the employer the results of such examination.

11.5 Sick pay shall be calculated in accordance with the UK Theatre Association /Bectu Agreement. Those payments shall be inclusive of any statutory sick pay due.

11.6 For the avoidance of doubt, sick pay will only be paid in relation to those days that you would have been scheduled to work. In no event will you be entitled to more days of paid absence than the number of days for which you have been employed, excluding any days of absence.

11.7 Unauthorised absence and/or failure to comply with the employer’s sickness absence notification procedures (and other reasonable requests as set out in this clause) may constitute a disciplinary offence.

1. **PUBLICITY AND EMPLOYER’S IMAGE**

12.1 You understand that the nature of the Production will attract a high degree of interest from the media and you agree to co-operate fully with all calls made for the publicity and promotion of the Production.

12.2 You agree not to make any public or press statement about this Agreement or the Production, or to represent that you have the ability to bind the employer to any agreement with third parties, without the express prior permission of the employer.

12.3 You shall acquire no right hereunder to use, and shall not use, the name of the Production, the employer’s name, or the name of the company (either alone or in conjunction with or as part of any other word, mark, or name) or any marks, fanciful characters or designs of the Company or any related, affiliated, or subsidiary companies in any advertising, publicity, or promotion, nor to express or to imply any endorsement, or in any other manner whatsoever except as provided herein in carrying out your services under this Agreement.

12.4 You acknowledge that the employer is concerned to preserve its reputation as provider of wholesome family entertainment and you shall not engage in any activities through the course of your employment that have the potential to damage or bring into disrepute the high standards and good image of the employer and the Production.

1. **RECORDINGS**
	1. You agree that we may make video and/or audio recordings of the production for our archive purposes and that we may supply a copy of this recording to national archives.

**13.2 Electronic Press Kits**

13.2.1 We can use any recorded footage to promote or publicize the show in any matter and in any medium. This is not to affect current practices of paying employees for additional publicity calls.

**13.3 News Access**

13.3.1 You agree to take part in short recordings made for broadcast use for news access, topical magazine and documentary programmes as these terms are generally understood.

**13.4 Documentary filming**

13.4.1 You agree to take part in recordings made for any documentary that is made.

**13.5 Consent**

13.5.1 You agree to sign any necessary release papers to confirm the consent for any of the above recordings.

**13.6 Other Recording**

13.6.1 In the event that we wish to make, or permit anyone else to make, any recordings in any media that are not covered in the generality above, then you will be paid overtime at an additional single time rate for any time worked in connection with the filming or such other agreement as may be made between Bectu and the film-maker.

1. **CONFIDENTIAL INFORMATION**

14.1 For the purposes of this Clause 14:

* + 1. "Confidential Information” means all knowledge and information (whether or not recorded in a documentary or machine-readable form):
1. including any knowledge or information relating to the actual or proposed terms of business between the employer and any clients of the employer; the names, addresses and contact details of any clients of the employer; the marketing plans and/or strategies of the employer including such plans and strategies relating to maturing business prospects of the employer; the employer’s accounts information (save for information in its published audited accounts), its budgeting information, sales targets and statistics and pricing information; marketing surveys and/or reports conducted by or on behalf of the employer; secret formulae, inventions, designs, know-how and any other technical information or data of the employer relating to the creation, production, development or performance of any past, present or future product or service traded in or proposed to be traded in by the employer with a view to profit; and, any other information to which the employer attaches an equivalent level of confidentiality or in respect of which it owes an obligation of confidentiality to any third party; and
2. which is not readily ascertainable to persons not employed by or holding office with the employer (and being authorised to have access to the same) either at all or without a significant expenditure of labour, skill or money or the like.

14.1.2 “Trade Secrets” means trade secrets or other information which is otherwise of such a highly confidential nature as to be of a status equivalent to that of a trade secret.

* 1. In the course of your employment, you will have access to and be entrusted with information in respect of the business of the employer and of its Associated Companies, its and their dealings, transactions and affairs, all of which information is or may be confidential. You shall not (except in the proper course of your duties) during or after the termination (howsoever arising) of your employment divulge to any person, firm or corporation whatsoever or otherwise make use of (and shall use your best endeavours to prevent the publication or disclosure of) any Trade Secret and/or any Confidential Information.
1. **RETURN OF PROPERTY**
	1. You must upon request, and in any event on the termination of your employment, immediately return to the employer any property belonging to it or any other Associated Company (including without limitation, papers, documents, keys, credit cards, computer disks, blackberry, laptop, mobile phone and other software storage media) which may be in your possession or under your control, and also including, without limitation, all records of whatever nature of any Trade Secrets or Confidential Information (as defined in Clause 14.1.1) which shall be acquired, received or made by you during your employment. You must not retain copies of any documents so returned whether paper documents or documents stored on computer disk or other software storage media.
2. **INTELLECTUAL PROPERTY**

16.1 For the purpose of this contract, Intellectual Property Rights means:

16.1.1 patents, rights to Inventions (being all inventions, ideas, discoveries and improvements, whether or not patentable, and whether or not recorded in any medium made by you in connection with your duties under this Agreement (“Inventions”)), copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world; and

16.1.2 the expression “during the course of your employment” shall include all activities relating to your employment by the employer, regardless of whether such activities (without limitation): take place during working hours; involve the use of employer’s premises or resources; fall within the scope of your normal duties; or fall within the scope of duties specifically assigned to you.

16.2 You shall give the employer full written details of all works, inventions and materials embodying Intellectual Property Rights made wholly or partially by you at any time during the course of your employment which relate to, or are reasonably capable of being used in, the business of the employer or any entity under common control with the employer. You acknowledge that all Intellectual Property Rights subsisting (or which may in the future subsist) in the works and Inventions shall on creation, to the fullest extent possible, automatically belong to the employer absolutely.

16.3 Without prejudice to clause 16.2, to the extent that any Intellectual Property Rights in the Works do not so belong automatically to the employer:

16.3.1 you hereby absolutely, irrevocably and unconditionally grant and assign to the employer (including, without limitation, to the fullest extent possible, by way of present grant of future rights) with full title guarantee, your entire right, title and interest (whether vested, contingent or future) in and to such Intellectual Property Rights to hold the same to the employer, its successors, licensees and assigns absolutely and throughout the world for the full period during which such Intellectual Property Rights subsist (including all renewals, revivals and extensions thereof, whether the right to such renewals, revivals or extensions now exists or is hereafter created); or

16.3.2 to the extent that such Intellectual Property Rights are not capable of being granted by way of present grant of future rights, you shall from creation of such Intellectual Property Rights hold them on trust for the employer and agree, immediately upon creation of such Intellectual Property Rights, to offer to the employer in writing a right of first refusal to acquire them on arm's length terms to be agreed between the parties. If the parties cannot agree on such terms within 30 days of the employer receiving the offer, the employer shall refer the dispute to an arbitrator. The arbitrator's decisions shall be final and binding on the parties, and the costs of arbitration shall be borne equally by the parties. You agree that the provisions of this clause 16 shall apply to all Intellectual Property Rights offered to the employer under this clause 16.3.2 until such time as the employer has agreed in writing that you may offer them for sale to a third party.

16.4 You hereby irrevocably waive all moral rights under the Copyright, Designs and Patents Act 1988 and all similar rights (including, without limitation, in other jurisdictions) that you have or may have in any existing or future Works.

16.5 You agree, at the employer’s expense, to promptly to execute all documents and do all acts as may, in the reasonable opinion of the employer, be necessary to give effect to this clause 16.

17. **DISCIPLINARY AND GRIEVANCE RULES AND PROCEDURE**

17.1 The employer will not tolerate harassment or bullying in any situation.

17.2 If you have concerns, either for yourself or for a colleague, you should address them in the first instance to the Company Manager all concerns will be treated with the utmost confidence.

17.3 The employer observes the Disciplinary and Grievance Procedures as set out in UK Theatre Association /Bectu Agreement.

17.4 These procedures do not form part of your terms and conditions of employment and may be varied at any time.

**18. TERMINATION OF EMPLOYMENT**

18.1 This agreement may be terminated:

18.1.1 in accordance with clause 1.2 above;

18.1.2 the employer giving you not less than two weeks’ notice prior to the termination of the run of the Production; or

18.1.3 by either party giving the other not less than the notice required in the UKT Bectu Agreement dependent on length of service.

18.2 All reasonable endeavours will be taken to ensure that any termination of your employment falls on the last working day of relevant week.

18.3 Notwithstanding the provisions of Clause 18.1 of this Agreement, the employer may terminate your employment summarily without notice at any time for gross misconduct in circumstances where it is entitled to do so at law, including, without limitation, for one or more of the causes from the following non-exhaustive list:

18.3.1 your substantial or continuing failure to render services in accordance with your assigned duties as set out in clause 3.3 or as may be communicated to you from time to time by the Company Manager;

18.3.2 you commit any serious or persistent breach of any of the terms of this Agreement;

18.3.3 you become of unsound mind or if, while you are a patient within the meaning of the Mental Health Act 1983, an order shall be made in respect of your property under Section 95 of that Act or any statutory modification or re-enactment thereof;

18.3.4 conviction for an indictable offence or for any offence which results in a sentence of imprisonment being passed whether immediate or suspended;

18.3.5 negligence, dishonesty, breach of fiduciary duty or material breach of the terms of this Agreement; or

18.3.6 by your actions or omissions bringing the name or reputation of the employer or any Associated Company into serious disrepute or prejudicing the interests of the employer or any Associated Company.

18.4 The employer reserves the right to suspend you from employment with pay for a reasonable period while investigating any alleged disciplinary matter in which you are implicated or involved.

18.5 In addition to the employer’s right to make deductions to recover monies owed to it in accordance with Clause 8.6, at the termination of this Agreement you will on demand repay or pay to the employer any overpayments of salary, other payments not due to you, the balance of any outstanding loans, advances, expenses, the cost of repairing any damage or loss to employer's property caused by you, or any payments made to you in error.

18.6 Where the statutory minimum period of notice of termination to which you are entitled to receive is greater than that specified in this Agreement, the employer shall give you the statutory minimum period of notice.

**19. HEALTH AND SAFETY**

19.1 You are required to comply with the employer’s Health and Safety Policy and any Health and Safety Policy of any of the theatres, rehearsal centres, or other sites that employer requires you to work through the course of your employment.

19.2 You agree to abide by all regional and/or national laws and/or regulations regulating smoking in the theatre at which you are employed to work (including but not limited to the auditorium, dressing rooms and backstage).

**20. HEALTH DECLARATION**

20.1 Any illness or injury that may affect, or potentially affect, your ability to perform your duties must be declared after signing this Agreement. 20.2 Any information provided pursuant to this clause will be processed in accordance with the employer’s Data Protection Policy.

**21. LOSS AND DAMAGE**

21.1 The employer accepts no liability for loss or damage to your property, except where such loss or damage is caused by the negligence of the employer. You are advised to arrange your own insurance for your personal property

**22. EMPLOYER’S PROPERTY**

22.1 All the employer's property, including (but not limited to) costumes, documents, equipment and memoranda as shall be in your possession from time to time will remain the property of the employer. The copyright in all such material shall at all times belong to the employer.

22.2 If the employer provides you with or gives you access to property such as computers, mobile phones etc, they must only be used for work for and associated with the employer's business. Any personal use of any such property must be agreed with the employer.

**23. DATA PROTECTION**

23.1 For the purposes of this clause 25, (i) “Data Protection Laws” means the following legislation to the extent that it is in force and applicable, and as amended or superseded from time to time: the General Data Protection Regulation (2016/679) (“GDPR”) and the e-Privacy Directive 2002/58/EC (as amended by Directive 2009/136/EC, and as amended and replaced from time to time) and their national implementing legislation; the Data Protection Act UK 2018 and the Privacy and Electronic Communications Regulations 2003; the Swiss Federal Data Protection Act; the Monaco Data Protection Act; and any implementing derivate or related legislation, rule or regulation of the European Union, an EEA member state or the United Kingdom with respect to the processing of Personal Data and privacy, including where applicable the guidance and codes of practice issued by the UK Information Commissioner or such other regulator with competent authority; and (ii) “Personal Data”, “process”, “processing” and “special categories of personal data” shall have the meaning ascribed to them in the Data Protection Laws.

23.2 Employer retains and processes Personal Data in relation to its employees, as more fully set out in the employer’s Data Protection Policy from time to time.

23.3 You must, at all times during this employment, act in accordance with the principles of the Data Protection Laws and must comply with the employer’s Data Protection Policy or such other policy relating to data protection as the employer may introduce from time to time to comply with the Data Protection Laws.

**24. MISCELLANEOUS PROVISIONS**

24.1 A person who is not a party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This does not affect any right or remedy of a third party which exists and is available under any separate rules or provisions.

24.2 Any notice required or permitted to be given under this Agreement shall be given in writing, delivered personally, or sent by first class post, pre-paid recorded delivery (or air mail if overseas), or by facsimile to the Party to whom such notice is addressed at, in the case of the employer, its registered office, and in your case, your address as set out in this Agreement (or such other address as you may have notified to the employer).

24.3 You must inform the Company Manager of any change of address or any other personal circumstances that may be relevant to this Agreement or to the performance of your duties.

24.4 The waiver by the employer of any breach of any term of this Agreement shall not prevent the subsequent enforcement of that term and shall not be deemed a waiver of any subsequent breach.

24.5 No variation to or amendment of this Agreement or oral promise or commitment related to it shall be valid unless committed to writing and signed by or on behalf of the employer

24.6 In the event that any provision of this Agreement shall be held invalid or otherwise unenforceable, the balance of this Agreement shall be deemed severable therefrom and shall remain in full force and effect, and any provision which is held to be invalid or unenforceable as written shall nevertheless remain in full force and effect to the extent allowed by the Courts of England and Wales.

24.7 The terms contained and incorporated in this Agreement and such terms contained in the Schedules which are stated to have contractual force embody the entire Agreement between the Parties in relation to your employment and supersede any prior agreement. All other agreements or arrangements, whether written or oral, express or implied, between the Parties relating to your employment shall be deemed to have been cancelled and no longer in effect.

24.8 The employer reserves the right to make any reasonable changes to your terms and conditions of employment from time to time. You will be given not less than one month’s written notice of any such change or amendment. Any changes or amendments will be deemed to be accepted unless you notify the employer of any objection before the expiry of the notice period.

24.9 This Agreement will be governed by and construed in accordance with the law of England and Wales. The employer and you submit to the exclusive jurisdiction of the English Courts in relation to any dispute arising in connection with this Agreement. 25.

**25. DEFINITIONS AND INTERPRETATION**

25.1 In this Agreement:

“Associated Company” means any company which is from time to time a holding company or parent undertaking of the employer, a subsidiary or subsidiary undertaking of the employer or a subsidiary or subsidiary undertaking of any such holding Company or parent undertaking. The expressions “subsidiary” and “holding company” shall have the meaning ascribed to them by section 1159 of the Companies Act 2006 and “parent undertaking” and “subsidiary undertaking” shall have the meanings ascribed to them by section 1162 of the Companies Act 2006.

25.2 The headings and marginal headings to the clauses are for convenience only and have no legal effect.

25.3 All references to statutory provisions or enactments shall include references to any consolidating legislation involving the provisions, enactments and regulations referred to and any amendment, modification or re-enactment of any such provision or enactment (whether on or before the date of this Agreement), to any previous enactment which has been replaced or amended, and to any regulation or order made under such provision or enactment.

…………………………………

Signed by

For and on behalf of *{insert company name}*

I agree to the above terms and conditions of employment:

…………………………………

*{insert employee name}*

**SCHEDULE ONE**

**EMPLOYER‘S NON CONTRACTUAL POLICIES**

**EQUAL OPPORTUNITIES**

The employer is committed to providing a workplace free of unlawful discrimination on the grounds of sex or sexual orientation, race, colour, national or ethnic origin, religion or belief, marital or civil partnership status, pregnancy or maternity, gender reassignment, age, or disability or owing to the fact that they are a part time worker or a fixed term contract employee or non-employee. The employer does, and requires that you shall, celebrate diversity and promote equal opportunities throughout the Production.

The employer takes steps to ensure compliance with this policy, including conducting reviews of recruitment and salary procedures. Should you feel that you have been discriminated against, you should raise a grievance using the Procedure in the UK THEATRE ASSOCIATION/Bectu Agreement. The employer has a duty to ensure that all complaints are investigated properly and to prevent the victimisation of anyone who raises such a grievance.

**ANTI BULLYING AND HARASSMENT**

The employer is committed to providing a working environment free from harassment and bullying and ensuring that all staff are treated, and treat others, with dignity and respect.

Harassment is any unwanted physical, verbal or other behaviour that violates dignity or creates an intimidating, hostile, degrading, humiliating or offensive environment. Harassment may be related to age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, sexual orientation, or any personal characteristic of an individual.

Sexual harassment is any action that makes anyone feel uncomfortable by reason of their sex, examples include without limitation: sexual comments about looks (including innuendos and suggestive comments), unwanted physical contact, requests for sexual favours, displays of offensive sexual materials (posters etc.), and speculations and/or questions on someone’s private and sexual activities.

Bullying is any offensive, intimidating, malicious or insulting behaviour which, through the abuse or misuse of power, makes the recipient feel vulnerable, upset, humiliated and threatened. Bullying is often a form of harassment. Bullying can also be physical, verbal or other conduct.

If you feel that you are being bullied or harassed, you should not hesitate to speak to either your Line Manager (if appropriate) or a senior member of the team. A team member will be appointed to assist you and to investigate your complaint.

In all cases, in the first instance, you should make it clear to the bully and/or harasser that you object to their behaviour. If you feel uncomfortable with this, you can ask a colleague or senior member of staff to speak to them. You must keep a record of the incident, including date, time, and witnesses. If this approach does not work, you should raise a formal complaint under the Grievance Procedure set out in the UK THEATRE ASSOCIATION/Bectu Agreement.

Anyone found guilty of bullying and/harassment will be dealt with under the Disciplinary Procedure. The employer will take all reasonable steps to ensure that you are not victimised through using this policy, and don’t suffer further detriment. Any malicious (unfounded and/or intending to cause personal gain) misuse of this policy may result in the discloser being subject to a Disciplinary Procedure set out in the UK Theatre Association/Bectu Agreement.

**COMPASSIONATE, MATERNITY, PATERNITY AND PARENTAL LEAVE**

Compassionate, maternity and paternity provisions are in accordance with the UK Theatre Association /Bectu Agreement.

Employees with at least one year’s service may be entitled to unpaid parental leave before a child’s 18th birthday. The entitlement to parental leave is up to 18 weeks in total for each child, with no more than four weeks per annum per child. There are a number of separate provisions and conditions contained in the regulations on parental leave – if you need further information please contact the Company Manager.

**ALCOHOL AND DRUGS**

The employer has a strict zero tolerance policy towards to all employees using and/or being under the influence of Alcohol and Drugs whilst working.

If you are found to be working under the influence of alcohol or drugs, or through the consumption of alcohol you are responsible for any inappropriate behaviour, you will be dealt with under the Disciplinary Procedure in the UK Theatre Association /Bectu Agreement.

If you identify as having an alcohol or drug related problem, you are encouraged to speak the Company Manager in confidence. The employer endeavours to provide the advice and information necessary to you where you suffer from such a problem.

**SOCIAL MEDIA**

You shall not post on any social media or open-forum site any Confidential Information or proprietary information relating to the employer, the Production, or any Associated Companies. You are responsible for all comments that you post on such social media or open-forum sites and any disclosure of Confidential Information or defamatory or offensive comments about the employer, the Production, Associated Companies, or employees, officers, or agents of the same, will be dealt with under the Disciplinary procedure set out in the UK Theatre Association /Bectu Agreement.

Pursuant to clause 14 of the Agreement, you should be mindful of the employer’s reputation when posting opinions on social media and open-forum sites. Where you are unsure of whether a post is acceptable you should speak to the Company Manager, and disclose that all opinions are your own, and not those of the employer and/or an Associated Company.

**WHISTLEBLOWING**

Should you genuinely suspect or have reasonable belief of information that tends to show improper practice (including for example a criminal offence or failure to comply with a legal obligation) by the employer or a fellow employee, which is in the public interest, you have the right raise the concern with your Company Manager. If you feel you cannot tell your Company Manager, you should raise the issue with HR. You will have protection under whistleblowing laws, if you raise your concerns in the correct way.

In the event of such a disclosure you will be invited to a meeting with the Company Manager, where you will be entitled to be accompanied by a workplace companion. If you are unhappy with the outcome of this meeting, you can escalate the issue with the employer. We would expect that in almost all cases raising concerns internally would be the most appropriate action. However, if you feel you cannot raise concerns internally and you reasonably believe the information and any allegations are substantially true, the law recognises that it may be appropriate for you to report your concerns to an external body, such as a regulator. We strongly encourage you to seek appropriate advice before reporting a concern to anyone external.

Any malicious disclosure (unfounded and/or intending to cause personal gain) or any detrimental treatment given to a whistle-blower will be dealt with under the Disciplinary Procedure set out in the UK Theatre Association /Bectu Agreement. This procedure should not be used for complaints relating to your personal circumstances. Such incidents should be dealt with using the Grievance Procedure set out in the UK Theatre Association/Bectu Agreement.