

The Official Bit - Contract Terms

These terms are designed to protect both Martin Fenton (herein referred to as 'The Contractor') as well as the party for which services are provided under contract (herein referred to as 'The Client') from any situations occurring which are dissatisfactory to either or both parties. If you have questions or concerns about agreeing to any of the following terms please contact Martin to discuss. These terms are adapted from guidance issued by the ALD (www.ald.org.uk) and the ABTT (www.abtt.org.uk) and are industry standard terms.

1. Payment

- 1.1. Prompt payment of invoices is appreciated and in any case prior to **28 days** after the date of the invoice.
- 1.2. Under Late Payment Legislation The Contractor has the right to claim Statutory Interest and Debt Recovery Costs if payment is not received according to the terms in 1.1. The rates for both of these claims are defined in the legislation and set out below.
 - 1.2.1. Annual Statutory interest will be charged at 8% plus the current Bank of England base rate. The amount of statutory interest owed is calculated on a daily basis from the day the invoice becomes overdue. A statement setting out the current amount owed will be produced on the first day of every month following the day the invoice becomes overdue.
 - 1.2.2. Debt Recovery Costs will be charged at a fixed sum of £40 for debts below £999.99, £70 for debts between £1,000 and £9,999.99 and £100 for debts over £10,000.
- 1.3. In any business relationship communication is key. If you feel at any point that you may fail to meet these payment terms and thus incur late payment charges please consult Martin and seek to arrange an alternative payment schedule.

2. Work Schedule

- 2.1. If the work schedule, as defined by the contract or in good faith by written or verbal agreement, requires alteration during the engagement, The Client will give The Contractor reasonable notice and in any case at least 24 hours prior to any travel or work affected by the alteration.
- 2.2. If The Contractor is given less than 24 hours notice prior to work or travel being undertaken The Contractor reserves the right to cancel or delay any travel or work without reduction of fee.

3. Copyright

- 3.1. As set out in guidance by the ALD and ABTT the legal copyright to any work created as part of the contract will remain with the contractor.
- 3.2. The contract will set out the timeframe and scope of the project for which the work is created.
- 3.3. Use of the contractor's work outside this timeframe and scope (extended run/re-tour etc.) will be subject to a separate contract and fee.
- 3.4. The client may not change any aspect of the contractor's work without the contractor's prior written consent.

5. Billing

4.1. The Client will give the Contractor a credit at the venue, in all media releases, websites, programmes, posters, brochures, handbills, flyers; and all physical and electronic advertising and other means of promoting the production with the exception of advertising or other means where due to small size there is limited space.

4.2. The Contractor will always receive billing where any other member of the creative or technical team is credited. The Contractor's credit will appear immediately after the director and the set and costume designer where the Contractor is employed as Lighting Designer or in a position appropriate to the role if that is other, except on occasions when all artists are listed alphabetically by surname. The Billing shall be in the same style and size as that used for equivalent roles. The credits for all members of the design team shall be listed together.

4.3. The Management shall include the Contractor's biography and/or headshot wherever any other members of the creative team receive a biography and/or headshot respectively.

4.4. Wherever photographic, electronic written or other records of the Lighting Contractor's work are used or made available for use in other material or media, the Management will credit the Contractor if any other individual involved in the production other than the photographer is credited. Where such material is not under the control of the Management, the Management will use its best endeavours to ensure that the Contractor is credited.

6. Archive Material

6.1. The Contractor may take photographs and audio/video documentation during any stage of work undertaken, for their own purposes (for example material to be used on The Contractor's website and/or other promotional materials).

6.2. Any material created under section 3 of this agreement will not be distributed for use by third parties. Use by third parties of any such material would involve breach of copyright.

6.3. Any material created under Section 3 of this agreement would be bound by any withholding of permissions by parties associated with The Client's organisation.

7. Indemnification

7.1. The Client shall indemnify The Contractor harmless from and against any damage, cost, loss or expenses including damage to property and legal fees incurred by The Client in connection with or as a result of any claim by a third party where claims relate in any way to work carried out by The Contractor.

7.2. A copy of certificates of any insurance policy under which The Contractor is covered shall be provided by The Client upon request.

Engagement of services by Contract, Written or Verbal Agreement indicates acceptance of these terms.

That's it! Boring bit over. Now have a great day!