

## **Booking Terms and Conditions**

These terms and conditions apply to all work in the absence of an Equity collectively bargained Agreement and are supported by Equity and The Dancers Network

### **A. Working Hours**

(A1) Full Day Rehearsal - The working day shall consist of eight hours of which one hour will be free of all work. The artist will also be entitled to two additional fifteen minute breaks.

(A2) Half Day Rehearsal – The working day shall consist of four hours of which twenty minutes will be free of all work.

(A3) Live Show / Shoot day – The working day shall consist of ten hours of which one hour shall be free of all work. The artist will also be entitled to two fifteen minute breaks.

(A4) Warm up / cool down

(Ai) Shoot / Performance - A fifteen minute warm up to be implemented into shoot / performance day included in working hours and a space to be provided for fifteen minute cool down outside of working hours.

(Aii) Rehearsals - A Space is to be provided for fifteen minutes before and after a rehearsal day for talent to use for warm up and cool down, not included in working hours.

(A5) Any calls made for fittings, makeup or hair shall count as working time.

(A6) There will be an overnight gap of no less than 12 hours between call times. Where the overnight break is breached, a penalty payment will be made at the standard overtime rate.

(A7) Dawn Call – In the event that a dancer is called at or before 7.30am for a Live Performance or Music Video, overtime provisions will apply

### **B. Breaks – Music Videos and other live work**

In the event that for any reason a main meal break is curtailed, or delayed by more than 30 minutes, a penalty payment will be charged at one hour at the standard overtime rate.

### **C. Provisions of meals (shoot / show day)**

Food sufficient to provide three full meals (catered to the dietary requirements of the dancer) to be provided per shoot / show day, together with other suitable beverages / light refreshments.

### **D. Travel Time**

(D1) Dancers are booked as a 'local' to London, M25 surrounding areas, unless otherwise agreed.

(D2) Travel time within 20 miles of Charing Cross Station to the rehearsal / production / performance venue will not be calculated as working time. Where the dancer is required to travel to or from a rehearsal / production / performance venue more than 20 miles from Charing Cross, the necessary travel time to and from the venue shall be calculated from Charing Cross and included in working hours.

(D3) Where international travel is required on a working day (fitting, rehearsal, show/shoot), working hours will be calculated from flight departure time.

(D4) Where travel to or from a location is required on a day when no further services are required a sum will be paid at no less than the half show day rate and the other terms of this agreement will apply.

(D5) For a rehearsal / production / performance venue further than 20 miles from Charing Cross Station, suitable transport must be provided there and back unless agreed otherwise.

(D6) For long-haul flights, defined as eight hours or more for the purpose of these terms and conditions, a seat in premium economy will be requested. Where this is not possible, 24 hours paid rest to be scheduled before work is required.

(D7) Sleeper bus is classed as accommodation not travel. For avoidance of doubt, in the event that travel by sleeper bus occurs during the day, usual travel provisions will apply.

#### **E. Accommodation**

If the dancer is on tour or temporarily required to relocate, single occupancy accommodation and breakfast of a good standard, three stars and above, must be provided for the dancer.

#### **F. Other Allowances**

##### Relocation

(F1) When temporarily required to relocate more than 20 miles from Charing Cross or on tour, the dancer shall receive per diems or adequate meal allowances. For work overseas, dancers will be paid per diems, not below the current Equity Overseas Touring Agreement Rates.

##### Per Diems

(F2) Must be paid to the dancer in advance of the engagement either in cash or by BACS transfer.

##### Anti-social working hours - Transport

(F3) For work continuing after 11pm, or commencing before or/at 7:30am, a taxi will be provided to the dancers' home or temporary address within M25 and surrounding areas of M25.

#### **G. Conditions of Work**

##### Changing area

(G1) A private single-sex changing area / room will be provided for the dancer's use where this is not possible a partition will be provided or separate use times scheduled.

##### Bathroom facilities

(G2) The dancer will have access to adequate bathroom facilities.

##### Temperature

(G3) At all times consideration will be given to what the dancer is required to wear and temperatures will be adjusted accordingly. Guidelines suggest that the temperature in rehearsal rooms should not drop below 18 degrees centigrade or rise above 24 degrees centigrade. The rehearsal rooms or shoot / performance location will be kept well ventilated.

##### Flooring and Equipment

(G4) Production shall notify agents immediately regarding any hazardous conditions. Dancing on concrete is always considered hazardous. Please contact the agency prior to rehearsal or shoot for a complete hazard list or for any questionable conditions. Please also refer to letter Q.

##### Drinking Water

(G5) Fresh drinking water shall be made available to the dancer for the duration of the Shoot / Show day.

#### **H. Fees**

All fees are negotiable with the dancer's agent. It is expected that the performance / production / technical day will be paid at a higher rate than a rehearsal day.

For avoidance of doubt, the half-day rehearsal fee is charged as a minimum.

##### Overtime Rates

###### (H1) Rehearsal

(Hi) After eight hours, 20% of the daily fee paid per hour

###### (H2) Live Show / Shoot day

(Hii) After ten hours, 20% of the daily fee paid per hour.

(Hiii) After fourteen hours of work or after midnight, the overtime rate will increase to 30% of the daily fee paid per hour.

#### Overnight break penalty

(H3) To be paid at 20% of the daily fee per hour of the overnight break breached.

#### Night Work (Music Videos, Live shows, Private events)

(H4) Night work is defined as a call scheduled from 4.30pm and due to extend beyond midnight. A working night shall be 8 hours including a break of one hour. Night work will be by prior arrangement and at an increased rate.

#### Public Holidays

(H5) Work on Public holidays will be paid at 1.5 times the day rate.

#### Wardrobe

(H6) The dancer shall be compensated for any item of their clothing they are required to wear for a shoot / live performance, this must be pre-agreed with the agency. £50 per item or £75 for an entire outfit up to 3 items.

(H7) If the Dancers are provided costumes which are to be used for multiple performances over a number of days, the costumes are required to be cleaned after each day.

#### Fittings

(H8) UK Fittings - When fittings are required outside of the dancers' normal hours of work, a payment will be made of £50 for up to 2 hours and £50 per hour thereafter.

(H9) International and European fittings - on days where no other services are required of the dancer, they will be paid 50% of the agreed day fee. Fittings on International and European bookings may be no longer than 4 hours in length.

#### **I. Holiday Pay**

(I1) An additional 12.07% of the total daily fee(s) will be calculated and invoiced at the end of the contract period if paid holiday is not given.

(I2) For the avoidance of doubt, and in accordance with statutory obligations, a dancer must receive holiday pay for all engagements if paid time off is not given. Holiday pay cannot be 'rolled up' as a part of the daily fee and must be clearly itemised on all pay slips.

#### **J. Free Day (s)**

(J1) The dancer is entitled to two days free of all calls in every distinct fourteen-day period. If a free day is breached, work on the free day will be paid at double time.

(J2) Under no circumstances shall a dancer be required to work more than 13 consecutive days.

#### **K. Permitted Use – Recorded Media**

(K1) The daily fee covers a rehearsal or live performance **only**.

(K2) Additional usage fees must be negotiated with the dancer/ dancer's agent for the televised/theatrical broadcasting of the performance in the UK/US and or Rest of the World and its subsequent distribution or advertisement through new media channels, which will be not less than the Equity Agreements where they apply.

(K3) If rehearsals are filmed for the purpose of any of the above named uses, additional usage fees must be negotiated.

(K4) No additional usage may be made without the Dancer's Agents permission and for an additional fee as mutually agreed.

(K5) The contract will contain details of the initial permitted use. The Dancer's Agent reserves the right not to negotiate any extensions of use beyond the initial permitted use

#### **L. Live Shows**

For live shows, if the dancer has a change of venue or client, this will be a separate performance fee. If the dancer is booked for multiple performances in the same venue or for the same client, an increase fee will apply for a 10 hour day.

#### **M. Confirmation of Booking**

(M1) The Agent must be supplied with all information concerning the booking. This includes details of the Engager and full details of the engagement (schedule, and location details).

(M2) The Agent must be informed of the call time at least 12 hours in advance of the proposed call time, where this information is available.

(M3) Confirmation of the booking forms a binding contract and all sections of this agreement apply.

#### **N. Cancellations**

The following cancellation fees shall apply if you wish to cancel a dancer after a booking has been confirmed:

(N1) If a booking is cancelled within 48 hours of the booking call time the full daily fee will be charged and payable by the client, excluding any buyout.

(N2) Outside of the 48 hour period, bookings of 1-3 days length will be charged and payable by the client at half of the daily rate, excluding any buyout.

(N3) The full booking will be charged and payable by the client for cancelled bookings of more than three days duration within a period equal to or less than the length of the booking.

#### **Force Majeure**

In the event of a cancellation due to force majeure, it is understood that neither party will be liable for this cancellation. For avoidance of doubt, force majeure may include without limitation: fire, flood or catastrophe, acts of God, insurrection, strikes, war or riots, (an Event of Force Majeure). Both parties obligations under the Agreement shall be suspended for so long as the Event of Force Majeure continues and to the extent that it is so delayed.

#### **O. Health and Safety and Insurance**

The client is responsible for all aspects of health and safety of the studio/ rehearsal room or location, and all risk assessments must be taken of location, equipment, work conditions and what is required of the dancer. The client's employer's liability insurance must be in place, together with any other necessary insurance. Certification will be available at any time to the dancer on request via their agent. The client is obliged to make sure that all other people engaged in connection with the booking and associated traveling are properly qualified and insured.

#### **P. Specialist Skills**

The following are deemed as 'specialist skills' and warrant an additional fee if required of the dancer:

- Tricks, head spins, knee work, throws.
- Aerial acrobatics and flying.

#### **Q. Hazardous Duties**

If there is any significant risk revealed during the process of risk assessment, such risk must be raised with the dancer's agent/dancer before the booking takes place. For avoidance of doubt these risks may include:

(Q1) Dancing on surfaces not fit for purpose including: concrete, carpet, raked stages, slippery surfaces including locations subject to inclement weather.

(Q2) A dancer's close proximity to special effects such as: fire, dangerous objects and pyrotechnic devices.

\*\*Please note, this list is not exhaustive. It is the client's responsibility to identify any further significant risks that could pose a risk to the dancer and to mitigate against these.

(Q3) If a dancer is required to rehearse or perform on concrete, actual dancing hours may be no longer than 4 hours.

(Q4) If hazards are identified, it is the client's duty to ensure that proper assessments of the dancer's health are made during the course of, and at the end of the engagement and that any aftercare including physio is provided free of charge if deemed necessary.

#### **R. Nudity / Semi Nudity**

(R1) In respect of any engagements in which there is nudity/semi nudity the dancer's agent must be informed in writing of this fact as well as the general nature and extent of such nudity prior to the booking. The dancer's explicit written consent must also be obtained in advance of contracts being entered into.

(R2) For the sake of clarity "nudity", "semi-nudity" shall mean "to be in a state of undress which if in public could be regarded as indecent".

#### **S. Invoicing and Payment**

(S1) Payment is required within 30 days NET of the receipt of invoice by the dancer's agent.

(S2) If the client fails to pay the dancer/dancer's agent in full within the 30-day period, the amount outstanding will bear late payment charges of £40 for amounts less than £1000 and £70 for amounts £1000 and above plus statutory interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. The rate is 8% pa plus the Bank of England base rate for business to business transactions.

#### **T. VAT / Expenses**

(T1) VAT will be added to the invoice where appropriate together with any mutually agreed expenses.

(T2) All advanced expenses incurred by the Agent will be subject to 12.5% charge. This includes but is not limited to: Studio hire, transport and per diems.

#### **U. Contract**

These terms and conditions of contract are governed by English Law and any dispute will be settled in accordance with that law either by a court in England or by such other method as might be agreed at the time of the dispute.