

FREQUENTLY ASKED QUESTIONS



We have discovered that there are a series of questions that are often asked by emerging designers. There may be more. If there are, do get in touch and we will try to help. admin@theatredesign.org.uk

You will find our Looking for a Designer and Becoming An Assistant Designer Guides available to download from the Homepage of our website.
www.theatredesign.org.uk

Contracts

- *When I design a show should I have a contract?*

Absolutely yes. Even if there is only a nominal payment involved you should have a contract to protect your copyright and set out what you are expected to do and by when.

Any contract should outline how much and when you are to be paid. Usual practice is to receive payments for design services in three parts. Part 1 on signing contract; part 2 on delivery of designs and part 3 on the date of the first performance. You must provide an invoice for each payment (and be aware of the Accounting Departments schedule - they may only process invoices every 2 or 4 weeks).

It should be clear at the point of contract who you will be working with, the dates of the production, when you are required to attend, details of production budgets and what costs they must cover (e.g. materials for sets, costumes, props, lighting, additional labour) also what facilities and staff are available to realise the design. It is best if all this is included in the contract or a separate design brief. Any other stipulations such as get in time, size of vehicles should also be made clear from the start.

You can compile all this information with the company (ideally the producer/administrator with input from the director) using our Designers Offer Check List.

It is advisable to inform the producer of your availability during the production period and notify any changes in that availability at the earliest possible opportunity.

- *Are there existing contracts I can use?*

If you are designing for a company that is a member of UK Theatre, SOLT or ITC there are standard minimum term contracts that have been negotiated with Equity.

The agreements Equity has with UK Theatre, SOLT and ITC include a range of minimum fees. On no account should a manager offer you less than the relevant minimum. It must be stressed that these fees are minimums and in many cases are far below any "going rate".

In standard Equity contracts it is clear that payment is for designing the show only. If you are to do any practical/technical work this should be stated in the contract and a rate agreed.

We do have a Guide, the Designer Contract Checklist, that has a variety of suggested wording you can use.

Money, Fees & Expenses

- *How much should I get paid?*

In some areas of work there are minimum fees that have been agreed between management associations and Equity. In many cases these are well below the market rate but it is worth checking if a minimum applies, see the guide 'Collate Minimum Rates of Pay for Theatre Designers'. In all other cases there is an open market and a lot of people chasing each opportunity. As most Designers operate as self-employed/sole traders National Minimum Wage regulations do not apply so producers can offer what they like.

By using our Designers Checklist for each project that you undertake (this does not preclude you asking other questions) you should be able to establish for yourself what is being covered by the company in terms of your expenses and the fee so that you can make an informed decision.

What expenses can I claim? You can claim model making costs, travel and accommodation costs from the producer if you negotiate that into your contract.

You should always ensure that your expenses (e.g.. travel and subsistence), model box expenses etc. are accounted for in your contract as separate from your fee. It is best to agree what this is likely to be before you start work on a project.

Agents

- *Do I need an agent?*

It is not essential but it can be helpful. Some Designers have agents but not all. In most cases agents will not get you work. What they can do is act on your behalf to negotiate your contract. This removes you from that process which can be very helpful. Even if an agent can't always get you a better fee they can ensure you get all the expenses you are entitled to.

Agents work on commission (i.e. you pay them a percentage of your fee for each project you undertake, usually around 12%) so they are unlikely to take you on until you are earning a reasonable amount.

The primary question to ask yourself when you reach the stage where you feel you might need an agent is can you afford it? If what you pay in commission to an agent to manage your contracts etc. frees you up to take on more work, then it becomes worthwhile.

Insurance and Health and Safety

- *What are my Health and Safety responsibilities?*

Everyone has responsibilities under Health and safety legislation. You must work with the producer/Production Manager to ensure good Health and Safety practice on the production. The producer should provide you a copy of their Health and Safety policy if you ask.

- *Am I responsible for risk assessment?*

You should participate in risk assessment processes conducted by the company but you should not assess anything where it is beyond your competence/knowledge to do so.

- *Do I need Public Liability Insurance?*

Public liability insurance is to insure you if anyone makes a claim against you, for instance if you own a market stall and someone injures themselves on your stall in some way and they decide to sue you. You are insuring the public for bodily injury or property damage caused by you going about your business.

If you are working on a show for a producer (even as a self-employed person) you should be covered by their Employers Liability Insurance which should be clearly displayed in the building or available to you on request.

We provide you with PLI as part of your membership.

You may be asked to have this insurance if you do workshops that involve contact with the public or in a school.

- *What is the difference between Public Liability and Professional Indemnity?*

Professional Indemnity Insurance is a form of insurance guarantee that funds the consequence of a negligent act in whatever way the negligence may exist. It was originally intended for lawyers and other professionals offering advice or other services for a fee.

There is a contractual agreement between the 'designer' and the 'employer' whereby the designer pledges a competence to offer a service. If the designer is negligent, then the employer can sue the designer. This is insurance against that liability.

Copyright

- *Do I own the copyright to my design?*

It is important that you assert your copyright under the Copyright, Designs and Patents Act 1988 and that the copyright in the products of your services remain vested in the you. You licence the copyright to the producer for the purposes of live theatrical production only and for the initial run only – unless stated otherwise in the contract. Make sure that any agreement you make includes this Copyright clause :

The designer asserts his/her copyright under the Copyright, Designs and Patents Act 1988.

The copyright in the product of the designers services under this contract remain vested in the designer. The designer licences the copyright to the producer for the purposes of live theatrical production only and for the above initial run only. The producer may record the Designers work and distribute any photographs or recordings for promotional or archival use. Use of the Designers work in any broadcast by television, internet or other means for payment will be subject to further negotiation and agreed payment. The producer shall not have the right to assign lease, sell licence or use either directly or indirectly any designs created by the designer for any purpose whatsoever without prior written consent of the designer and agreed further payment.

We also offer a Copyright 'stamp' that designers can use on their drawings to remind everyone working on the project of this.

- *I've been asked to pitch ideas/concepts prior to being selected for interview.*

There are an increasing number of jobs and opportunities that ask you to submit or pitch design ideas before interview. We advise that you do not do this. This is usually done by inexperienced producers who do not understand the process of design. We have produced a leaflet called Looking for a Designer aimed at emerging producers and directors which you may find it useful to share with emerging companies you are considering working with.

These opportunities, however, are not always from inexperienced producers. If you submit design ideas before meeting the company there is nothing to stop them using your ideas and avoid paying or even crediting you. While this might be a relatively rare occurrence, we now live and work in an era in which imagery is very freely shared via a range of social media.

It is important to value yourself as a creative practitioner.

Design is not simply the ideas on the page or screen as these opportunities might imply but building a creative, collaborative dialogue in which everyone involved should be mutually respected.

The most exciting work is made in a relationship of trust and that takes time to build. It starts by meeting face to face. These are usually the collaborative relationships that sustain over time as you develop your careers.