

ALPD<sup>#</sup>

Programmers  
Contract / Deal Memo  
Checklist

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<https://www.thealpd.org.uk/join>

## **# Introduction**

The purpose of this document is to be a check list to encourage best practice in agreeing appropriate contracts. It should be read in conjunction with the ALPD Producer's Guide

## **# Deal Memo**

A deal memo is a legally binding document that should be agreed between the Client (eg production manager/producer) and the Contractor/ Production Electrician before any work commences.

At a minimum it should state the following:

### **1 # Contracts**

- 1.1 The daily rate and total fee should be specified in the contract.
- 1.2 A Payment schedule of when and how payments are made will be agreed in the contract. The Payment schedule could be: one third on signing the contract, the second third on start the date and final third on completion date. Regular instalments may be agreed also – on longer contracts weekly payments may be more appropriate.
- 1.3 Attendance dates will be specified in the contract to include:
  - Console programming set up time
  - Pre-visualisation time if required
  - Attend final run through
  - Focus and lighting sessions
  - Production rehearsals
  - Previews and press night
  - Production Documentation and show file clean up days immediately after show lock down.
- 1.4 Travel expenses and the method of repayment should be agreed in advance.
- 1.5 The Programmer will not order equipment or enter into any third-party agreements or pay for them on the Producer's behalf.
- 1.6 In the event that the producer cancels after the signing of the agreement or that the production is abandoned, the Programmer should be paid at least half the fee instalment and any expenses incurred. If cancelled 50% of the days that have been booked will be paid.
- 1.7 All bank charges and currency conversions shall be paid by the Producer allowing the full fee agreed to be paid to the Programmer.
- 1.8 VAT and Tax liabilities where applicable should be outlined in the contract.
- 1.9 In the event that the Producer commits a material breach of any term of the agreement and fails to remedy that breach within 14 days of being notified, the Programmer may terminate the agreement without affecting any other rights under the agreement which will remain in force.

### **2 # Hours of work**

- 2.1 The normal period of work should not exceed 13 hours to include 2 one-hour meal breaks.
- 2.2 It is expected the programmer will take an 11-hour overnight break.

2.3 In the event of extended working days additional payment should be agreed in the Deal Memo at a rate of 6-hour blocks.

### **3 # Production Desk Requirements:**

3.1 A sturdy desk must be provided at a safe working height that is easily accessible, with enough space for laptops, lighting plans, the console, additional monitors, work lights, communications systems, personal effects, with a comfortable and lumbar-supporting seat. Theatre seats may need to be removed to achieve this.

3.2 A dimmable desk lamp for working at the production desk.

3.3 An effective communication system to be available between the production desk and the Stage Management and Lighting teams.

3.4 Comfortable, hygienic communication headsets that can be worn for 12 hours a day without pain.

3.5 All equipment provided must be electrically safe and fully functioning.

### **4 # Travel and Expenses:**

4.1 The Programmer must be credited in programmes and cast list whenever any other member of the production team is credited, e.g. the Production Manager or Stage Manager.

### **5 # Accommodation and Subsistence**

5.1 Where the theatre and/or rehearsal venue is more than 20 miles from the Programmer's place of residence, accommodation of no lesser quality than that provided to any other member of the production team, and to a minimum of three-star standard will be provided at the Producer's expense.

5.2 Any accommodation provided must have free high-speed internet access.

5.3 If a payment is offered in lieu of accommodation, this should be no less than that offered to any other member of the production team.

### **6 # Transportation**

6.1 All travel costs must be agreed in the contract.

6.2 Travel costs must be reimbursed if the theatre and/or rehearsal venue is more than 20 miles from the Programmer's place of residence.

6.3 Reimbursement of all transfers to and from airports and railway stations.

6.4 Car transport will be reimbursed at the HMRC rate.

6.5 The standard of travel is to be no less than any other member of the production team.

### **7 # Per Diems**

7.1 Where an overnight stay is required a per diem would be paid at no less than that paid to other members of the production team.

### **8 # Tickets**

8.1 The Programmer will be provided with a seat to all previews and the opening night performance, and to performances during the run, as necessary.

8.2 Preview and opening night guest tickets, staff discounts and complimentary tickets will be offered on a par to those offered to other members of the production team and the company.

## **9 # Archive Material**

9.1 The Programmer will be given permission to make their own video and take still photographs for personal use and for their own records of all rehearsals and dress rehearsals.

9.2 The producer must make an agreement for recording of rehearsals with the Photographer, Director, Cast and Orchestra when the Producer engages them.

9.3 Any recordings made are solely for production team use. Further exploitation for public access must be subject to a separate agreement.

## **10 # Access and Information**

The Producer shall provide:

10.1 Appropriate office space.

10.2 A safe place to lock personal belongings.

10.3 Internet access at any rehearsal room, office space and at the production desk.

10.4 Necessary security codes and passes to access backstage areas as required.

10.5 Inclusion of the Programmer in all email circulation lists for schedules, production meetings, rehearsal notes and show reports.

10.6 To provide copies of social media policies, drug & alcohol policies, equal opportunities and harassment policies.

10.7 Access to adequate drinking water supply, clean toilet and hand washing facilities.

## **11 # Design Disclaimer**

11.1 The Programmer is not qualified to determine the structural and electrical appropriateness of their work.

11.2 It is the responsibility of the Producer and not the Programmer to ensure that the design complies with local fire, health & safety regulations.

11.3 The Producer shall indemnify the Programmer and always remain responsible for any damage, cost, loss, or expense, including damage to property and legal fees as a result of any claim by a third party in relation to their work.

## **12 # Insurance**

12.1 It must be agreed in the contract who is liable for the insurance of:

12.1.1 Personal injury whilst on site

12.1.2 Illness and health whilst overseas

12.1.3 Travel insurance

12.2 It is essential that the liability for the theft of the following is agreed:

12.2.1 Personal possessions from the theatre or accommodation or while traveling,

12.2.2 Essential equipment and tools owned by the Programmer for use on the production

## **13 # Force Majeure**

13.1 Force majeure is generally intended to include occurrences beyond the reasonable control of either party.

13.2 The Affected Party shall:

- 13.2.1 As soon as reasonably practicable after the start of the Force Majeure Event but no later than 2 days from its start, notify the other party of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under this Agreement; and
- 13.2.2 Use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

13.3 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 30 days, the party not affected by the Force Majeure Event may terminate this Agreement by giving 1 week's written notice to the Affected Party.

#### **14 # Unforseen Illness or Absence**

- 14.1 The Programmer would help the producer find a replacement if taken ill.
- 14.2 The Programmer shall not be liable for the repayment of any payments already made.

#### **15 # Covid 19 - Terms and queries to be discussed for placement in contracts**

- 15.1 What Covid 19 precautions are being put in place to keep me safe wherever I must carry out my role effectively? Points are covered in this document: <https://tinyurl.com/ybzsg7wg>
- 15.2 If you fall ill from Covid 19 or you are asked to isolate - what terms are in place to protect your remuneration?
- 15.3 If you fall ill from Covid 19 or you are asked to isolate - who will deputise in your role?
- 15.4 If another member of the lighting team falls ill - who will replace that team member and who is responsible for finding and paying that replacement?
- 15.5 If the production/building is closed due to Covid 19 - what terms are in place to protect your remuneration?
- 15.6 Will I be made part of a 'bubble' or 'cohort'? Who else is in it with me?
- 15.7 What level of PPE will I be required to wear by the management?
- 15.8 Will all PPE and sanitising supplies be provided by the management to complete the job safely?
- 15.9 If you are required to provide PPE or sanitising supplies yourself, will the cost be reimbursed by the management?
- 15.10 **Do Not Sign** a 'Covid Waiver'. Especially if the producer uses this as an excuse not to discharge their duty to provide a safe and healthy working environment.

The ALPD exists for everyone working with Light and Video.

If you work in live performance lighting or video, you should join the ALPD. You can join online at:  
<https://www.thealpd.org.uk/join>