

This Contract Reference SHPMB06

THIS CONTRACT is made BETWEEN

Silver Horizon Productions, 18 Maple Street, Soho, London, W1F 7BY ;

AND EMMA SULIVAN ("the Artist")

OF 24 MAPLE DRIVE, ASHFORD, KENT TN24 8XL ("the Artist's Home Address") on the date that it is signed by the second party to sign it.

IT IS AGREED as follows

1. INTERPRETATION

- 1.1. In this Standard Contract, the "Agreement" means the Agreement for Performers and Stage Management contracted by Subsidised Managers in the UK between UK Theatre Association and Equity with a commencement date of 08 April 2019 and any renewals or revisions to it as agreed between UK Theatre Association and Equity from time to time.
- 1.2. Throughout this Standard Contract a reference to a "clause" is a reference to a clause of the Agreement.
- 1.3. Any capitalised terms that are not defined in this Standard Contract shall have the meanings given to them in the Agreement.

2. INCORPORATION OF THE AGREEMENT

- 2.1. This Standard Contract together with any addenda or riders thereto as signed by the Artist and the Manager (the "Contract") shall incorporate the Agreement.
- 2.2. The Agreement can be viewed at the place of work and obtained from the offices of Equity.

3. INCORPORATION OF ADDENDUM 1

- 3.1. Addendum 1 relating to the engagement of the Artist for the Production shall be incorporated in this Contract. In the event of a conflict between the terms of Addendum 1 and the terms of the Agreement or the Standard Contract, the terms of Addendum 1 shall prevail provided that they do not worsen the overall position of the Artist over the period of the engagement from that provided for in the Agreement or the Standard Contract. Where an element of contractual entitlement is bought out for an enhanced sum, Addendum 1 shall clearly state what is included in such buy out.
- 3.2. Any other addendum or rider which forms a part of this Contract shall not worsen the overall position of the Artist over the period of the engagement from that provided for in the Agreement or the Standard Contract. Where an element of contractual entitlement is bought out for an enhanced sum, such addendum or rider shall clearly state what is included in such buy out.

4. PRODUCTION

- 4.1. The Manager engages the Artist for the Production entitled Moulin Bleu

5. NATURE OF THE ENGAGEMENT AND MINIMUM APPLICABLE SALARY

- 5.1. The Artist is engaged as an Actor. The engagement is for up to 8 performances per week.
- 5.2. The Applicable MRSL Grade for the engagement is Grade 1.

6. PERIOD OF ENGAGEMENT AND CONTINUOUS ENGAGEMENT

- 6.1. Subject to provisions for variation of dates under the Agreement, the engagement shall begin on the first day of the Rehearsal Period or, if there is no Rehearsal Period, the day of the Artist's first Performance (the "Commencement Date"). The Artist's continuous engagement commences with effect from the Commencement Date.
- 6.2. The Rehearsal Period shall commence on 21-Nov-2024 (subject to the provisions for variation of dates under the Agreement)
- 6.3. The Artist's first Performance in the Production shall be on 01-Dec-2024 (subject to the provisions for variation of dates under the Agreement)
- 6.4. The engagement will run for a guaranteed period until 21-Dec-2024.
- 6.5. Further terms and conditions relating to the circumstances in which the engagement may be terminated and the length of notice required are set out in the Agreement.

7. ARTIST'S DUTIES

7.1. PERFORMING DUTIES

- 7.1.1. The Artist shall perform the Actor role of SATINE.

8. OTHER CONSENTS

The Artist shall not alter their appearance excluding reasons beyond their control without the Manager's prior consent.

9. SALARY

9.1. The Artist's Salary shall not be less than the applicable Minimum Weekly Salary under the Agreement.

9.2. The Artist's Salary covers work on a maximum of any six days in any one Week between 08.30 and 23.30.

9.3. The Manager shall pay the Artist a basic

9.3.1. Rehearsal Salary of £1000.00 per week.

9.3.2. Performance Salary of £1500.00 per week.

9.3.3. The Artist will be required to play 0 instruments.

9.4. LIVING AWAY ALLOWANCES

9.4.1. Weekly Subsistence Relocation Allowance of £250.00 per week will be paid subject to the conditions of clause 17.3 of the Agreement.

9.4.2. A Council Tax, gas or electricity bill in the name and address of the Artist is to be supplied on signature of Contract to qualify for the Allowance. The Artist is solely responsible for providing this bill at the same time as returning the signed Contract. Failure to do so will mean that the Allowance is not paid.

10. PAYMENT OF SALARY

10.1. The Artist's Salary (other than any variable part of it based on box office performance) shall be paid weekly in arrears.

10.2. The Artist hereby authorises and requests the Manager to pay all moneys payable to the Artist under this Contract to the Artist's agent, STARPAT TALENT, 22 WESTWOOD AVENUE, CAMDEN, LONDON NW1 8RU, whose receipt shall be a full and sufficient discharge thereof.

11. HOURS OF WORK

11.1. Basic Hours

11.1.1. See below for applicable Basic Hours and Hours in the working week.

	Maximum hours in the working week	Hours of the working day
Rehearsal room weeks	43	9.00am to 10.00pm
Onstage rehearsals and performance weeks with any of: <ul style="list-style-type: none"> • technical rehearsal (including for subsequent cast changes) • preview performances • travel • get-in / get-out 	46	8.30am to 11.30pm
Performance weeks with a press night or for a Christmas show	43	8.30am to 11.30pm
Performance weeks without: <ul style="list-style-type: none"> • technical rehearsal (including for subsequent cast changes) • preview performances • travel • get-in / get-out • press night • Christmas show 	40	10.00am to 11.30pm

11.1.2. The Manager may request that the Artist work additional hours subject to the provisions in the Agreement on when overtime payments are due, at the minimum overtime rates under the Agreement The Artist's single-time hourly rate for overtime is at the minimum single-time hourly overtime rate under the Agreement.

11.1.3. The Artist may be required to perform in Performances on Sunday(s). In each 4-week period of Performances (or part thereof) the first Performance on a Sunday shall be given without any additional payment being due (unless due under the additional payment and overtime provisions of clause 12). The Artist shall receive an additional payment for performing in each subsequent Performance on any Sunday(s) within the same 4-week Performance period at the minimum applicable rate under the Agreement, which is £40.00 at the date of this Contract. For any work on a Sunday not connected to or required in order to give a Performance on that day of the Production that the Artist is engaged to be working on, the hours worked will be paid at the minimum applicable rate under the Agreement, which is, at the date of this Contract, double-time subject to a 4-hour minimum Call.

12. ANNUAL HOLIDAY

12.1. ENTITLEMENT

- 12.1.1. The Artist is entitled to 28 days' holiday with pay in each complete year of work. This will increase to 30 days once the Artist has five years' continuous service with the same Manager. Entitlement for part-years and for part-weeks worked at the beginning and end of the engagement will be calculated pro rata. The annual entitlement runs from the date of the first rehearsal.
- 12.1.2. The Manager may choose to count any Public Holiday on which the Artist is not called for work and Christmas Day as a day of the Artist's holiday entitlement, provided the Artist is paid for any such day and it is not a Nominated Rest Day.
- 12.1.3. Holiday pay does not accrue in respect of any unpaid Christmas break under clause 4.3 of the Agreement.

12.2. UNUSED HOLIDAY

- 12.2.1. A maximum of 4 days' holiday may be carried over from one year to the next and must be used within that second year. Where the Artist is entitled to 30 days' holiday under clause 14.1.2 the Manager may replace up to 2 days' holiday a year by payment in lieu.
- 12.2.2. The Manager shall pay the Artist in lieu of any accrued but not taken holiday entitlement at the end of the engagement. Holiday entitlement may not otherwise be replaced by payment in lieu.
- 12.2.3. Any payment in lieu of holiday shall be calculated by multiplying the fraction of the year worked by the Artist's annual entitlement and subtracting any holiday already taken.

12.3. PAYMENT

- 12.3.1. Holiday pay or pay in lieu of holiday shall be paid at the rate of Average Weekly Salary. "Average Weekly Salary" means the Artist's basic rehearsal salary or basic performance salary, as applicable, plus any additional payments made in accordance with this Contract, averaged over the previous fifty-two weeks (or the number of weeks engaged by the Manager to date if shorter). The calculation shall be made immediately prior to the date to which the holiday pay will apply. If the Artist receives no salary, or less than basic salary due to authorised leave, in one or more of those fifty-two weeks, the salary earned in the relevant number of weeks immediately prior to the fifty-two-week period is to be taken into account. Examples of authorised leave include illness or injury, annual holiday and leave under Schedule 1, clause 21.1 to 21.5, subject to the Artist complying with the applicable procedures for taking such leave.
- 12.3.2. Payment in lieu of holiday shall not be 'rolled up' into the weekly payment and shall be paid in a lump sum in the final weekly payment of the engagement.
- 12.4. Further terms and conditions relating to annual holiday are set out in the Agreement.

13. PUBLIC HOLIDAYS

- 13.1. Subject to clause 15.2 of the Agreement the Manager shall be entitled to require the Artist to rehearse or perform on any Public Holiday.
- 13.2. Further terms and conditions relating to Public Holidays are set out in the Agreement.

14. ABSENCE

- 14.1. If the Artist is unable to attend rehearsals or Performances, the Artist must let the Manager know as soon as possible. The Artist should let the Manager know each day of a continued absence unless the Manager already knows how long the Artist shall be absent. The Artist must also inform the Manager where they shall be able to contact the Artist during the absence. Further terms and conditions relating to absence due to sickness or injury, including provisions on sick pay, are set out in clause 16.

15. DISCIPLINARY AND GRIEVANCE PROCEDURES

- 15.1. The disciplinary and grievance procedures, which are not contractually binding, are set out in Appendix 1 of the Agreement.
- 15.2. If the Artist wishes to raise a grievance relating to the Artist's engagement the Artist should raise it with the Company Manager (or, where that person is the subject of the grievance, the Manager's General Manager) in the first instance. An Artist with Company Manager responsibilities, should raise the matter with the Manager's General Manager in the first instance or if the General Manager is the subject of the grievance, that person's line manager. Where the grievance cannot be resolved informally, the Artist must set out, in a written statement, their grievance and send the statement to the Company Manager (or, where that person is the subject of the grievance, that person's line manager). Where the Artist is the Company Manager, the written statement must be sent to the General Manager (or, where that person is the subject of the grievance, that person's line manager).
- 15.3. If the Artist wishes to appeal against any disciplinary decision relating to them or any decision to dismiss them, the Artist must inform a member of the Manager's senior management team in writing within 5 working days of receiving the decision.

16. PENSION SCHEME

- 16.1. The terms and conditions relating to the Equity pension scheme are set out in the Agreement. The Artist, being a member of the Equity pension scheme, membership number P6380063A, hereby authorises the Manager to deduct the relevant personal contribution from the Artist's Salary and remit this to First Act for investment in the Artist's Equity pension scheme.

17. MANAGER'S WARRANTY

- 17.1. The Manager warrants that:
- 17.1.1. they are registered as an Approved Manager with The Theatre Council;
- 17.1.2. the terms and conditions of this Contract do not worsen the overall position of the Artist over the period of the engagement from that provided for in the Agreement or this Standard Contract;
- 17.1.3. they are not in default to any Equity member under a form of engagement approved by The Theatre Council and that they are not knowingly connected (as an individual proprietor, general partner, associate producer, corporate director, officer, active shareholder or otherwise) with any defaulting management; and
- 17.1.4. they are not acting as agent for this engagement and is not in receipt of any payment or commission from the Artist in consideration of this engagement.

18. ARTIST'S WARRANTY AND UNDERTAKING

- 18.1. Subject to clause 20.7 of the Agreement, the Artist warrants that they know of no pre-existing factor which could impede their ability to fulfil the engagement.
- 18.2. If the Artist is at any time in receipt of injury remuneration, sick pay or other benefits from a third party, the Artist must inform the Manager without delay.
- 18.3. The Artist undertakes to:
- 18.3.1. perform this Contract in a diligent and competent manner, to play their Part and/or be a Cover as directed and not to insert or omit any words not approved by the Manager; and
- 18.3.2. comply with the Artist's Schedule of Professional Conduct, the rules of any theatre or other place at which the Artist rehearses or performs and with all rules made by the Manager, insofar as they do not conflict with this Contract.

Agreed
ARTIST

Signed

Print Name

Date

JZ569819D

4905280810

Artist's National Insurance Number

Artist's Unique Tax Reference Number

N/A

Emma Sullivan

Artist's VAT Number if applicable

Artist's name for Tax and National Insurance purposes if different from the Artist's stage name

MANAGER: Silver Horizon Productions

Signed

Print Name

Date



378/YE25509

Managers Tax Reference Number

