

Sevenoaks Theatre Productions Limited

Artistes Service Agreement

Service Agreement

This Service Agreement is made by contract on *date* between *name and address* (here in after referred to as 'the Artiste') of the one part, and **Sevenoaks Theatre Productions Limited, c/o Stag Theatre, London Road, Sevenoaks, Kent, TN13 1ZZ** (hereinafter referred to as 'the Producer') of the other part.

Dates

This agreement applies to services to be provided by the Artistes as set out below :

- 23 November-5 December 2018, **Rehearsal Period**
- 6 December 2019-5 January 2020, **Run**

Service

The Artiste will provide the Producer with the following services :

- Rehearse and perform the role of **Aladdin** in the pantomime **Aladdin**, as directed, at the **Stag Theatre Sevenoaks**.
- Participate in a reasonable number of promotional events throughout the year. Reasonable travel costs incurred by attending these events will be paid to the Artistes on receipt of relevant receipts/tickets for travel. This will include the Sevenoaks Christmas Lights Switch On event on Friday 29 November.

Fee

In return for the services outlined in this Service Agreement, the Producer will pay the Artiste an inclusive fee of **£2,650.00**. This represents all of the Artistes' entitlements under various agreements i.e. Holiday Pay, Bank Holiday Pay, Sunday Working, Overtime, Subsistence and Travel Expenses. It is understood that the Artiste is self employed and therefore responsible for their own National Insurance Contributions and Income Tax.

Payment Schedule

The Producer will pay the Artiste the agreed Fee as set out below :

- Payment of **£400**, directly to the Artiste, on **6 December**
- Payment of **£550**, directly to the Artiste, on **13 December**
- Payment of **£550**, directly to the Artiste, on **20 December**
- Payment of **£550**, directly to the Artiste, on **27 December**
- Payment of **£600**, directly to the Artiste, on **3 January**

The Artiste must provide the Producer with an invoice reflecting the above payment schedule on or before 6 December 2019.

Intellectual Property and Copyright Agreement

Copyright law applies to all products produced by Sevenoaks Theatre Productions Limited, its employees, agents and contract/freelance workers. All work produced by, for, or on behalf of the Producer, including written concepts and plans, theatre and entertainment products, constructed items, music, film and media products, workshops, and training or consultation programmes, is owned by the Producer. **By signing this Service Agreement, the Artiste and his/her representatives or associates are agreeing to insure that all aspects of the Producer's work is protected, and that the Artiste and his or her representatives/associates will not share, divulge, re-edit, redesign, change, update or otherwise impart any aspect of the Producer's work to any outside body or individual, other than to the company's current clients, and in a manner and at a time directed by the company, during the full period of this Service Agreement with the Producer, and at all points in the future, by any means or in any manner now known or invented in the future.** Any infringement of this agreement will be considered to be an infringement of Copyright and Intellectual Property laws, and may result in the Producer seeking compensation or taking legal action against the Artiste.

Consent for filming and use of still and moving images

As part of the Service Agreement, the Producer may take still and moving images, or otherwise digatally capture the work or performance of the Artiste, for use as part of projects related to the Service Agreement, and for the purpose of promoting the Producer's work. By signing this Service Agreement, the Artiste and his/her representatives and associates grant the Producer permission to use the above mentioned still and moving images in any and all media by any manner or means now known or invented in the future throughout the world for the full period of copyright protection pursuant to the laws in force in any part of the world, including all renewals, reversions and extensions.

Non-Performance of Artistes

Should it become necessary for the Producer to replace the Artiste, either permanently or on a temporary basis, with an understudy, due to circumstances outside the Producer's control, including unprofessional conduct, unsatisfactory performance, or non-attendance of Artiste for any reason, including sickness or other inability to perform or work, or failure to make adequate travel plans in inclement weather, any expense incurred by the Producer will become the liability of the Artiste, and may be deducted from the Artistes Fee.

Cancellation

If all or part of the production is cancelled for any reason, including in cases of 'Force Majeure' (which shall be known as war, fire, flood, inclement weather, death, illness or other capacity certified by a properly qualified medical practitioner, epidemic, accident, civil commotion, national calamity, order of Government or Local Authority having jurisdiction in the matter, Royal demise, national mourning, strikes, changes in law, foreign government policy, or act of God), which are not attributable to any act or failure to take preventive action by the Producer, then the agreed Fee may be reduced or withheld. **If any part of the Production is cancelled for any reason, the Producer will ensure the Artiste is paid pro-rata for all performances undertaken.**

Alterations to this Service Agreement

If either party wish to make any alterations, reductions or additions to any part of this Service Agreement, a separate Service Agreement must be produced, agreed and signed by both parties.

We the undersigned acknowledge that we have read and agree to all clauses within this agreement.

Signed by the Artiste

Date _____ Print Name

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