

### **Performer Agreement**

1. **Parties:** This agreement is between you (“The Performer”) and Duckie (“Duckie” or “The Company”).
2. **The Performer:** The Performer is self-employed under this agreement for National Insurance & Tax purposes by reason of being engaged under an agreement for services.
3. **Force Majeure:** No fee or salary shall be paid for days upon which the Performer is unable to perform for any reason beyond the Company’s control such as National Mourning, War, Fire, Strikes, Disease Outbreak or Government Shutdowns, Business Closure or Lockouts directly affecting the venue or any Public Authority having jurisdiction. In any such event, notice must be given to the Performer immediately, failing which reasonable expenses must be paid.
4. **Illness or Accident of Performer:** In the event of illness or accident preventing the Performer from appearing, the Company shall be informed at the earliest possible opportunity. The Company shall not be obliged to pay the Performer’s fee for any performance(s) in respect of which the Performer is unable to perform.
5. **Lateness:** The Performer shall make all reasonable efforts to inform the Company and / or other appropriate persons should they be delayed and expect to arrive at the venue later than the agreed time. If the Performer expects to arrive late, they should always attempt to contact the event organiser/manager in the first instance unless otherwise directed.
6. **Equity Meetings:** The Company shall notify Equity of all upcoming events and agree to provide the cast lists as far in advance as reasonably possible. Equity will be allowed to attend events and be on-site during tech/get-in as a point of contact for performers. In the context of larger events, if considered feasible, an Equity meeting will be arranged before the first performance. All Performers shall be encouraged to attend this meeting and if not already, members should be encouraged to join Equity.
7. **Behaviour and Conduct:** The Performer agrees to perform their duties to the best of their abilities at all times.
  - a. In the event of a serious breach of this agreement, the Company may cancel the booking and any future bookings with immediate effect, specifying the reason for termination which may include but not be limited to:
    - i. Theft

- II. Fraud
  - III. Serious disregard of management instructions
  - IV. Actual physical violence or threatening behaviour
  - V. Harassment, bullying, or violation of the Company's Dignity at Work and Safeguarding Policy
  - VI. No-showing a booking
  - VII. Persistent lateness
  - VIII. Gross negligence/ failing to show due care to fellow workers
  - IX. Intoxication due to alcohol or illegal drugs
- b. If, in addition to the infringements laid out in schedule 6.a, the Company receives or discovers information which leads the Company to determine that the Performer's behaviour has been harmful to its reputation or that the fulfilment of any future bookings would bring the Company into disrepute, the Company reserves the right to suspend or cancel the Performer's booking without pay up to 48 hours prior to the commencement of the event. If within 48 hours of the commencement of the event, the Company shall pay the Performer their agreed fee, less travel expenses.
- c. Official notice of such a suspension or cancellation shall be given via e-mail.
8. **Health & Safety:** The Company undertakes to provide a safe working environment for the Performer. The Company will also ensure that there is drinking water available for the Performer onsite before and after their performance, as well as during the performance if the Performer requests it.
- a. The Company shall ensure that the condition of the performance space is of a safe standard to prevent accident or injury throughout the duration of the event. The Performer shall be given the opportunity to inspect the performance area and related equipment prior to the start of the event and raise any points of adjustment with the Company.
  - b. The Company will ensure that the temperature of the space is at a reasonable level for the activities being undertaken. (Refer to Equity's guidance for working during hot weather [Working in a heatwave or high temperatures | Equity](#))
  - c. The Performer agrees to read and abide by the Company's Dignity at Work and Safeguarding Policy.
  - d. In line with the Company's duty of care to the Performer, the Performer agrees to notify the Company at the time of booking of any health or injury issues that

may impact their safety. The Company will always respond constructively and positively to such disclosures and will work with the Performer to find a mutually satisfactory solution if necessary.

- e. The Performer agrees to always abide by the instructions of the Company if the Company deems it necessary to withdraw the Performer from a performance due to injury.
  - f. The Company encourages performers to supply an access rider to outline any access needs. The Company will endeavour to fulfil any access needs. (Refer to Unlimited's Access Rider Guide [Creating Your Own Access Rider \(weareunlimited.org.uk\)](https://weareunlimited.org.uk))
  - g. The Company shall treat all Performer health disclosures in the strictest confidence. The Company shall not disclose any health information given to them by the Performer, other than to a medical practitioner who has deemed it medically necessary. Otherwise, the Company shall not disclose any Performer health information without the express written consent of the Performer.
  - h. All parties to this agreement are advised to hold Public Liability Insurance. Equity Members 'in benefit' are covered by a group Public Liability Insurance policy.
9. **Audience Behaviour:** The Company will take appropriate action when notified of members of the audience behaving in a threatening, discriminatory or offensive way on the basis of race, disability, gender identity, sex, religion, age and sexual orientation or behaviour. Please see the Company's Dignity at Work policy for more information.
10. **Discrimination:** The Company has a zero-tolerance approach to discrimination. Please see Company's Dignity at Work policy for more information.
11. **Venue Environment:** The Company shall provide a clearly defined performance space unless otherwise agreed. The Performer shall take appropriate care to prevent damage to the equipment provided by the Company or the venue for their use. The Company shall provide reasonable, safe, secure and private changing facilities. If the Performer wishes to have their own individual changing space for any reason, the Company shall not unreasonably refuse that request if such facilities are available.
12. **Third Party Contracts:** The Performer warrants that, at the time of agreeing a booking with the Company, they are not also under contract to any third party that might

preclude them from fulfilling the engagement(s) and that they will not subsequently enter into any such contract.

13. **Recording:** The Performer agrees that the Company may film their work for the purposes of marketing and social media. The Performer reserves the right to inform the company if they wish not to be filmed for marketing and social media purposes.

- a. In the event of the performance footage, in part or complete, being sold to a third party, it is agreed the Company will determine with Equity an appropriate additional fee for the Performer.

14. **Cancellation:** If Duckie must cancel this agreement within 2 months of the event, they will pay 50% of the agreed fee. If Duckie must cancel this agreement within 1 week of the event, they will pay 100% of the agreed fee. Any other cancellation of this agreement may only take place by mutual consent which must be confirmed in writing by both parties, except in instances of severe breaches of the agreement.

15. **Payment Terms:** The Company agrees to pay the Performer their full fee and any pre-agreed travel expenses as soon as possible upon receipt of an invoice and following completion of the performance and no later than 4 weeks from the performance date.

- a. The Performer may request payment of travel expenses in advance of the booking, which the Company shall not unreasonably refuse.

- b. The Company can assist Performers with the creation of invoices if required. In line with HMRC requirements, all Performer invoices must include:

- I. A unique identification number
- II. Your name, address and contact information
- III. The Company name (Duckie Ltd) and address (Ground floor, 9 Clitheroe road, London, SW9 9DY)
- IV. A clear description of what is being charged for
- V. The date the services were provided
- VI. The date of the invoice
- VII. The amount(s) being charged
- VIII. VAT amount (if applicable)
- IX. The total amount owed

- c. Travel expenses must be agreed with the company in advance of the booking date and any amendments thereafter must be mutually agreed between the

Performer and Company. Unauthorised amendments or deviations from agreed travel expenses will not be valid. Agreed fuel expenses must include:

- I. Starting location of performer and (where applicable) any waypoints, such as other performers pick up/drop off points if travelling in the same vehicle
  - II. Method of travel
  - III. Approximate cost
- d. Where fuel travel expenses are payable, these shall be quantified by use of the AA Mileage Calculator and paid at a rate of 45p per mile in line with HMRC guidance. The HMRC mileage allowance is meant to cover all costs associated with using a vehicle for business purposes, such as insurance, road tax, depreciation, fuel, oil, and maintenance.
- e. Proof of purchase must be provided for all travel expenses and included with the Performer's invoice to be released for payment.
- f. All payments shall be made by bank transfer unless otherwise agreed.
- g. Fines or penalty notices incurred by the Performer or other contractors shall only be payable if incurred when acting under direct instruction from the Company (e.g., during ring loadin/out). The Company shall not be liable for other charges, such as parking fines or speeding tickets.
16. **Accommodation:** If the Company has agreed to provide accommodation for the Performer, then it shall be agreed whether the Company will pay the cost of accommodation in advance, or whether the Performer will pay and then be reimbursed by the Company. Any accommodation provided shall be of a reasonable standard and shall be at a reasonable distance from the venue. The Performer shall not be expected to share a room with another person without their express agreement. If accommodation is provided, the cost of travel between the venue and the accommodation shall be paid by the Company.
17. **Loss of Property:** The Company shall not be responsible for any loss or damage to the Performer's property unless such loss or damage is caused by the Company or their servants or agents and/or the property is in the possession or control of the Company at the time of loss or damage.

18. **Confidentiality:** The Performer and the Company agree to respect the confidentiality of all parties to this agreement and shall not make any public pronouncements which could be deemed defamatory about the other parties, fellow Performers or the venue(s) and their staff. Such 'public pronouncements' include but are not limited to Twitter, Facebook, Instagram and all other such social media sites.
19. **Publicity:** The Company shall make clear to the Performer the extent to which they are required to publicise their appearance under this agreement. The Performer shall make all reasonable efforts to supply the publicity material requested by the Company to advertise their appearance.
20. **Guest Policy:** The Company permits the attendance of named guests under specific conditions.
- a. Performers may request one non-transferable guest list spots per show, provided there is sufficient ticketing capacity.
  - b. Unless prior authorisation is given by the Company, guests are not permitted to enter the venue before the advertised opening time and may not enter the backstage area at any time.

**Any queries or objections to the terms of this agreement must be raised with the Company at the earliest opportunity.**