



9 February 2021

**UK Theatre and MU Musicians Agreement –
COVID-19 Variations Agreement for Subsidised Theatres**

UK Theatre and the MU (the “Parties”) have worked together to agree a COVID-19 Variation (the “Variation”) to the current UK Theatre/MU Musicians Agreement (the “Agreement”) for the subsidised sector.

The Parties are committed to working together to make subsidised theatre outside of the West End a possibility, so that work can be offered to Musicians, and Managers can produce at the earliest possible opportunity. Both the Union and Management Association strongly support it as the best way forward for the industry (of which we are all part) to give the subsidised theatre sector outside of the West End the chance to recover and rebuild in these unprecedented times. It is acknowledged that the alternative would be that productions cease indefinitely until the country is entirely clear of the current crisis.

The Parties agree that their foremost shared objective is to ensure that Musicians may continue to be contracted by Managers. They recognise that the current situation necessitates that this must be done on terms that balance some of the risks of production between Manager and Musicians. The Parties seek to ensure that the process for achieving this joint aim is clearly set out to their respective members. The Parties confirm their ongoing commitment to the UK Theatre/MU Agreement and to retaining its integrity beyond the COVID-19 period.

UK Theatre and MU therefore affirm that COVID-19 has impacted the normal application of the Agreement and, as such, the Variation has been agreed to deal with the unprecedented situation.

The COVID-19 Variation will be in place until our industry is fully operating at pre COVID-19 levels. The agreement will run until the end of April 2022. In January 2022, UK Theatre and the MU will commence a joint review to assess whether our industry is operating at pre COVID-19 levels and to determine arrangements beyond the end of April 2022.

The Parties will meet every six months to monitor the operation of the agreement.

The Managers will continue to have due regard for their responsibilities as engagers and employers in relation to the health and safety of Musicians and all those in their employ.

Other than stated below, all other terms and conditions remain as set out in the UK Theatre/MU Agreement.

UK Theatre/MU Agreement – The Minimum Terms Contract Variation Agreement for the subsidised sector

Financial Provisions

2020/2021 rates to remain fixed at 2020/2021 levels until the end of April 2022 except touring allowance and subsistence which will be fixed at £270 and £180 per week respectively from 1 April 2020.

Variation of dates

The dates entered in the Contract between a Manager and the Musician may be varied by the Manager due to Covid-19 related circumstances, by postponing the dates entered in the contract by 2 weeks. 4 weeks' notice should be given of any variation but it is acknowledged that in Covid-19 related emergencies, less notice may be given.

Weeks Out

For productions performing at more than one subsidised theatre, a maximum of one third of the total weeks (rounded up to the nearest week) within a contractual period may be designated as Weeks Out.

- Where no less than four weeks' notice is given the Weeks Out will be unpaid, subject to a cap of one sixth of the total contractual weeks.
- For weeks above one sixth of the total contractual weeks and declared at no less than four weeks' notice, half of the relevant Minimum Weekly Fee (such sum to be inclusive of any holiday entitlement applicable to this amount) will be paid.
- Any Weeks Out declared at less than four weeks' notice will be paid at the relevant Minimum Weekly Fee.
- For the avoidance of doubt, separately and in addition to the provisions for Weeks Out, the Manager may also schedule certain weeks of the contract as Holiday Weeks during which accrued holiday pay only will be payable in the usual way as set out in Clause 5 Holiday.

During unpaid Weeks Out, the Musician may take other paid work and does not have to remain available to the Manager. During a paid Week Out the Manager may require the Musician's services either to perform or rehearse, and in such circumstances, shall top up the Musician's Minimum Weekly Fee on a pro-rata basis for each day the Musician is called to work.

It is appreciated by the Managers that a Musician may need to find alternative work during Weeks Out in order to supplement their income. Therefore, it is agreed that there will be increased flexibility regarding the use of Deputies either side of any Week Out in order to facilitate this. Managers will not unreasonably refuse a Musician's request to use a Deputy. Managers must be the final arbiter as to whether, artistically, the show is maintained to an adequate standard. Musicians should take consideration of local rules into account in relation to this clause, albeit local rules should also not override the understanding of this particular clause between UK Theatre and the MU, in these exceptional circumstances.

The Manager will be responsible for travel costs to and from the Musician's home address at the beginning and end of a Weeks Out period.

Reasonably incurred non-refundable receipted expenses (capped at the value of weekly

touring allowance) will be reimbursed by the Manager.

If, during a week or weeks out, a musician needs to take their instruments to and from the theatre, they will be paid portage.

In the event of the contract being terminated at two weeks' notice or under Force Majeure, the number of Weeks Out that have taken place as a proportion of the total playing weeks shall not be retrospectively recalculated.

Failure to Produce

If the Manager cancels the production for Covid-19 related reasons, the following payments shall be made in full and final settlement of all claims that the Musician may have against the Manager under the Contract. For the avoidance of doubt, any payments made in respect of force majeure will be offset against the payments below.

For contracts of more than 6 weeks, the following will apply:

<i>Period of Notice of Cancellation</i>	<i>Weeks payment at the applicable Minimum Weekly Fee</i>
More than 4 weeks before the First Rehearsal	None
2 – 4 weeks before the First Rehearsal	1 week
Less than 2 weeks before the First Rehearsal or at any time thereafter including during the run of the production	A maximum of 2 weeks or the remaining length of the contract, whichever is the lesser.

For contracts of 6 weeks or less, the following will apply:

<i>Period of Notice of Cancellation</i>	<i>Weeks payment at the applicable Minimum Weekly Fee</i>
More than 4 weeks before the First Rehearsal	None
Less than 4 weeks before the First Rehearsal or at any time thereafter including during the run of the production	A maximum of 1 week or the remaining length of the contract, whichever is the lesser.

UK Theatre have agreed that any non-refundable, receipted expenses already incurred prior to cancellation will be reimbursed up to the agreed subsistence or touring allowance limit.

Force Majeure

Clause 10.1 of the UK Theatre/MU agreement will be permanently revised to read as follows:

10.1 Subject to clause 5.5, no payment shall be made in respect of any day on which the theatre is closed by reason outside the control of the Manager concerned by reason of Act of God, Public Calamity, National Mourning, Fire, Strikes, Lockouts, Disputes with Individuals, as a result of the Coronavirus Covid-19 or any similar virus or epidemic or pandemic, or by order of any Public Authority. The weekly fee shall be paid pro-rata accordingly

In addition to Clause 10 Force Majeure of the Agreement, the following will also apply:

- Force Majeure may, at the Manager's discretion, include any performances which have been cancelled after the date of the Musician's contract following a reduction in seating capacity of 20% or more by order of government, local authority or theatre management for COVID-19 reasons.
- Force Majeure may, at the Manager's discretion, be applied at any time to the entire remainder of a contract where more than 20% of scheduled performances have been cancelled, for COVID-19 related reasons.

Performance Weeks

Performances shall last a maximum of 3 hours including an interval. Any additional time over 3 hours (2 hours and 20 minutes for 12 show contracts) will be paid at the appropriate overtime rate but in a COVID-19 situation, whereby safety measures for Staff and/or audience in the building result in a longer interval or an earlier call time or later finish because of such measures, no overtime or extra pay shall be paid for the period of such time that these measures lengthen a musicians call.

Performance Salaries on a reduced schedule

If the engagement is for up to 8 performances per week, performance salaries shall be pro-rated to the actual number of performances performed under 8, subject to a minimum payment of the Minimum Weekly Fee.

If the engagement is for up to 12 performances per week, performance salaries shall be pro-rated to the actual number of performances performed under 12, subject to a minimum payment of the Minimum Weekly Fee.

In a week where the number of performances is reduced, the Manager may designate any such additional non-performance day(s) as part of the Musician's holiday entitlement and pay holiday pay accordingly.

Live Streaming and/or streaming of a previously recorded live performance of the current production

In any of the following circumstances

- The seating capacity of the venue is reduced due to Covid-19 related social distancing requirements;
- The venue is forced to close to the public due to Covid-19 related national or local lockdown or isolation measures;
- The scheduled performance is unable to proceed due to the unavailability of members of the company because of Covid-19 or required isolation due to Covid-19;

the Manager may sell tickets to a live stream of a performance and/or a recorded live performance. Such streaming would be made available to a closed audience for viewing during the run of the production.

The total number of seats sold plus the total number of tickets sold to an online stream/recording must not exceed the normal total seating capacity of the theatre auditorium as aggregated across the entire run of the production.

The stream will be hosted on a secure platform and will only be shown during the run of the production, and no permanent recording will remain online.

In such circumstances, the Musician's performance salary would continue to be paid as normal and no additional payment would be due. Any use of recorded work outside these terms would be subject to separate negotiation.

Third Performance

A third performance may be scheduled on one day of an 8, 9, or 10 show week, provided that the break provisions of the standard Agreement are observed.

Additional performances in excess of the contracted number of performances shall be paid as per the standard Agreement.

In the event of a reduced schedule, three performances may be scheduled on any one day without additional payment, provided that the break provisions of the standard Agreement are observed. If three performances are scheduled on one day, there will be no pro-rating applied to the performance salary for the week.

Short Call/Sound Check/Emergency Call

On a move into a new venue, the Manager may call the Musician for a 'short call' for a maximum of 2 hours, commencing no earlier than 6 hours prior to either the scheduled rehearsal call or published curtain up time on the first performance for the purpose of seating, sound-checking or limited rehearsal.

UK Theatre and the MU
9 February 2021