

# Report

## ***Clarity about agreeing to a job.***

melly still, 15 February 2015

Discussions about projects can develop over a prolonged period of time. We talked about engendering clarity about the process of agreeing to a job, especially in a climate of everyone trying to make things happen from both producing bodies' points of view and those of theatre makers.

Example A: a director was in discussions over a long period of time with producers about a production. Although the production was never green lit, the director learned that he had 'committed' when he saw his name associated with the project in print. They'd assumed he was on board even though he hadn't actually agreed. He subsequently discovered the money was insufficient but pulling out at this late stage became uncomfortable and tricky.

This sometimes happens if a rep company needs a partner or two. The director's 'name' can provide a level of security for the producers.

Example B: a director was asked by a producing house to fill a slot that had become free due to unforeseen circumstances. The theatre needed to confirm the production within a week as the programme was going to print. The director was understandably happy to fill this slot and both parties agreed to research over the Christmas period some possibilities. The director was assured the slot was in place. Ideas A, B and C were discussed but within days it became clear that in fact the theatre couldn't 'number

crunch' after all. Meanwhile the director had turned down another job to accommodate this one. Remuneration was out of the question apart covering the days of research.

In order to allow directors to work from a position of trust, we discussed the idea of formulating an SDUK position eg directors can say at this 'grey area' stage that a formal letter is required by SDUK until a contract is forthcoming. Desperation is not a productive negotiating position, we have to make it ok and not a disadvantage to refer from the outset to SDUK.

It was suggested that freelancers state clearly from the outset that they wont work on anything until there is a clear green light. BUT what or when is a clear green light? Clarity cuts both ways. Example B suggests the green light was switched on. Contracts can be delayed for months and directors arent in a position to hold off prep work before a contract is in place. . Salaried producers are not always sensitive to freelance directors managing the tardiness of contracts and cash flow problems. It can feel humiliating and frustrating to have to ask for subs.

There is a Europe wide push from the creative industries to redress the balance for freelancers. Directors UK pressed British MEPs to push for freelancers rights. It was suggested that SDUK could lend its voice.

Melly Still called this session.

Conversations shifted to payment for prep time which broadly averages out to same time period as rehearsals (according to SDUK research). SDUK formula would be to negotiate (pragmatically) a further third of the fee to recognise this. It was suggested that producing houses might state that the offered fee would include this added third

by lowering the bottom rate and we needed to be aware of this.

Chat shifted to paying SDUK rates. A formula of approx 1% of fees is being discussed. With a minimum of £80 payable monthly. This fee would include personal insurance for workshops for example - public liability in other words. There is to be no criteria for joining in recognition of the diverse ways theatre makers arrive at directing. SDUK intends to engender an inclusive culture.