



ALPD Lighting Designer Contract Checklist

What is this document for?

This provides a handy checklist of items that should be covered within your contract with managements. It should be used as a starting point rather than an absolute list of requirements. Every management, every contract is different.

If you feel something is missing and would like this to be included, please do send a suggested wording update.

Checklist format – for best practice contract terms.

1. Contracts, Payments & Expenditure

1.1 The Fee and Royalties payable should be specified in the contract, including any role an agent may have in negotiating, invoicing, and receiving payments on the Designer's behalf.

1.2 A Payment schedule of when and how payments are made will be agreed in the contract. Standard payment would be one third on signing, the second third on delivery/first day of rehearsal, and the final third on first performance. Where an agent is appointed, payment instructions should reflect this.

1.3 A cancellation Clause should be agreed. It is normal to agree that the next instalment is paid in full should the Producer give notification of cancellation.

1.4 Royalties should be paid when the production is mounted commercially, tours, or transfers. Percentage royalty payments and relevant recoupment percentages must be agreed in the contract, and may be administered via the Designer's agent where applicable.

1.5 Calculations for Royalties should be made available to the Designer and/or their agent showing gross weekly box office receipts, operating costs and other accounts to verify entitlement.

- 1.6 Travel expenses and the method of repayment should be agreed in advance.
- 1.7 The Lighting Designer will not order equipment or enter into third-party agreements or pay for them on the Producer's behalf.
- 1.8 Key Production Dates will be outlined including white card, final design date, first rehearsal, lighting design delivery deadline, focus, production rehearsals, previews and press night.
- 1.9 The agreed expected attendance dates will be specified.
- 1.10 Production lighting budgets for hire and consumables should be agreed and stated.
- 1.11 The Producer must acknowledge that the LD is part of any Equity Bond scheme if appropriate.
- 1.12 VAT and Tax liabilities where applicable should be outlined.
- 1.13 All bank charges and currency conversions shall be paid by the Producer allowing the full fee agreed to be paid in full.

2. Copyright

- 2.1 The Lighting Designer must be identified as creator of the work under the Copyright, Designs and Patents Act 1988. All Intellectual Property Rights, copyright and moral rights remain vested in the Designer.
- 2.2 The Producer shall not assign, sell, license or use any of the Lighting Designer's work except for promotional purposes of up to five minutes, without prior written consent.
- 2.3 The lighting design may not be changed or amended without the Lighting Designer's prior written consent.
- 2.4 In irreconcilable differences the Lighting Designer has the right to remove their name from the production; other rights remain in force.

3. Further Use of Lighting Design (Including Recorded Media / Capture)

- 3.1 The initial licence period for performance rights should be specified. Any territorial rights should be agreed.

3.2 If the Production is extended, transferred, revived, re-staged, re-produced, adapted for other media, or captured/recorded for any further use beyond archival/promotion: the Producer will negotiate an additional agreement in good faith. The Designer shall be entitled to a royalty and/or usage fee.

3.3 The Producer must consult with the Lighting Designer to ensure faithful implementation and offer first refusal to supervise recreation/adaptation for a negotiated fee.

3.4 If the Lighting Designer cannot supervise in person, a suitable deputy will be contracted subject to the Lighting Designer's approval and direction. This will not reduce royalties or entitlements.

3.5 Where the production is revived within a licence period, if the gap since last performance is greater than 2 years, the Designer may elect someone to attend and check the designs at the Producer's expense.

3.6 Media rights: The Producer may capture the Production for archival and promotional purposes only, not for commercial exploitation. Any further use, broadcast, streaming, distribution, or monetisation requires a separate agreement negotiated in good faith with the Designer and/or their agent.

4. Billing

4.1 The Lighting Designer must be credited at the theatre, in all media releases, websites, programmes, posters, brochures, handbills, flyers, advertising and other promotional means wherever other creatives are credited. Credit should appear immediately after director and set/costume designer, in same style and size. Deviations must be agreed in contract.

4.2 The Lighting Designer's biography/headshot will be included wherever other creatives receive one of equivalent size/word count.

4.3 The Lighting Designer will be credited wherever photographic, electronic written, or other records of the Lighting Designer's work are used or made available for use in other material or media, including captured/recorded content.

5 Accommodation

5.1 Where the theatre and/or rehearsal venue is more than 20 miles from the Lighting Designer's place of residence, accommodation of no lesser quality than that provided to any other member of the creative team, and single occupancy at a minimum of three-star standard, will be provided at the Producer's expense.

5.2 Any accommodation provided must have free high-speed internet access.

5.3 If a payment is offered in lieu of accommodation it should be of an adequate amount and no less than that offered to any other member of the creative team. This should be agreed in advance.

6 Transportation

6.1 All travel costs must be agreed in the contract.

6.2 Travel costs must be reimbursed if the theatre and/or rehearsal venue is more than 20 miles from the Lighting Designer's place of residence.

6.3 Reimbursement of all transfers to and from airports and railway stations should be specified.

6.4 Car transport will be reimbursed at the HMRC rate.

6.5 The standard of travel is to be no less than that provided to any other member of the creative team.

7 Per Diems / Daily Subsistence Payments

7.1 Where an overnight stay is required a per diem will be paid at no less than that paid to other members of the creative team.

This is rare in UK if Hotel accommodation is being provided by Producer.

Outside of UK a PD is often paid, dependent on location and dependent on hotels.

8 Tickets

8.1 The Lighting Designer will be provided with a seat to all previews and the opening night performance, and to performances during the run as necessary.

8.2 Preview and opening night guest tickets, staff discounts and complimentary tickets will be offered on a par with those offered to other members of the creative team and the company.

9 Archive Material

9.1 The Lighting Designer will be given permission to make their own video and take still photographs for personal use and for their own records of rehearsals and dress rehearsals.

9.2 The Producer must make an agreement for recording of rehearsals with the Photographer, Director, Cast and Orchestra when the Producer engages them.

9.3 Any rehearsal recordings made are solely for creative team use. Further exploitation for public access must be subject to a separate agreement.

9.4 All photos used in press and social media must credit the Designers in addition to the Photographer.

9.5 The Lighting Designer will be offered free access to all production photos, approved press selections, and, if required, untreated images where effects do not accurately depict the Lighting Design.

10 Staffing Approval

10.1 The Lighting Designer and the Producer will both have approval over additional lighting staff for the production, including re-lighters, assistant and associate Designers, freelance programmers and technicians. Discussion between the LD and Production Management.

11 Office Space and Access

11.1 Appropriate office space will be provided wherever the Lighting Designer is required to work.

11.2 A safe place to lock personal belongings will be provided.

11.3 Internet access will be provided at any rehearsal room, office space and at the production desk.

11.4 Necessary security codes and passes will be provided to access backstage areas as required.

12 Information

12.1 It is the Producer's responsibility to provide accurate ground plans, sections, inventory of available equipment, and hire budget with an agreed lead time prior to the lighting design deadline.

12.2 The Lighting Designer must be included in all email circulation lists for schedules, production meetings, rehearsal notes and show reports.

12.3 Copies of relevant policies must be provided, including social media, drug & alcohol, equal opportunities and harassment policies.

13 Design Disclaimer

13.1 The Lighting Designer and associates are only responsible for the visual aspect of the lighting design.

13.2 The Lighting Designer is not qualified to determine the structural and electrical appropriateness of their designs and is not responsible or liable for improper engineering, construction, rigging, handling methods, or improper use of structures or equipment engaged to realise the design.

13.3 It is the responsibility of the Producer, not the Lighting Designer, to ensure that the design complies with local fire, health and safety regulations.

13.4 If the design is found not to comply, the Producer will advise the Lighting Designer so that adjustments may be mutually agreed.

13.5 The Producer shall indemnify the Lighting Designer and remain responsible for any damage, cost, loss or expense, including damage to property and legal fees, arising from any third-party claim in relation to the lighting or lighting designs.

14 Insurance

14.1 It is essential to establish in the contract who is liable for personal injury whilst on site, illness and health whilst overseas, and travel insurance.

14.2 It is essential to establish who is liable in the event of theft of or damage to personal possessions from the theatre, accommodation, or while travelling, and to essential equipment owned by the Designer for use on the production.

15 Force Majeure

15.1 As soon as reasonably practicable after the start of a Force Majeure Event, but no later than 2 days from its start, the affected party shall notify the other party of the event, its start date, likely duration, and effect on obligations.

15.2 The affected party shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on performance of obligations.

15.3 If the Force Majeure Event prevents, hinders or delays performance for more than 30 continuous days, the party not affected may terminate the agreement by giving 1 week's written notice.

15.4 If Force Majeure is notified by the Producer, the cancellation clause will come into effect.

16 Unforeseen Illness or Absence

16.1 The Designer would help the Producer find a replacement if the Designer is taken ill.

16.2 The Designer shall not be liable for repayment of any payments already made.

16.3 The Designer would not be responsible for the payment of the replacement Lighting Designer.

17 Well-Being and Welfare

17.1 What measures are being put in place to support the Lighting Designer's well-being and welfare wherever they must carry out their role effectively?

17.2 What working practices are in place to ensure safe and sustainable hours, including appropriate rest breaks during technical and production periods?

17.3 What provisions exist if the Lighting Designer becomes unwell or is unable to attend due to health or welfare reasons, and how will remuneration be protected?

17.4 Who will deputise in the Lighting Designer's role if required, and who is responsible for finding and paying that replacement?

17.5 If another member of the lighting team becomes unwell, who will replace that team member, and who is responsible for finding and paying that replacement?

17.6 What duty of care arrangements apply when working away from home, touring, or overseas (including accommodation, travel safety, and emergency support)?

17.7 What policies are in place regarding dignity at work, harassment, bullying, and equal opportunities, and how will concerns be reported and addressed?

17.8 What level of PPE or protective measures will be required or provided where relevant to safe working conditions?

17.9 Will any welfare-related costs necessarily incurred in order to complete the role safely be reimbursed by the Producer?

17.10 The Producer must not require the Lighting Designer to sign any waiver that undermines the Producer's duty to provide a safe and healthy working environment.