

Society of London Theatre (“SOLT”)
(company limited by guarantee number 527227)

Terms and Conditions of Membership

Adopted by ordinary resolution passed on 6 December 2012
and to take effect from 1 January 2013, amended by the Board on 22 February 2023

The following paragraphs constitute contractual obligations between SOLT and its Members:

1. INTERPRETATION

1.1 In these Terms and Conditions unless the context indicates another meaning:

“Affiliate”	means a full member of UK Theatre Association which has a London postcode and which employs an Affiliate Member; and an Affiliate Member is “associated” with the Affiliate which employs them and vice versa;
“Affiliate Members”	means those Members who are not Full, Deposit, Associate or Organisational Members, and who are senior executives employed by an Affiliate;
“Associate Members”	means those Members who: (a) are not Full, Deposit, Organisational or Affiliate Members; (b) are either (1) producers or (2) work for a Theatrical Organisation (or both); and (c) have demonstrated in the application and interview process described in Article 5.14 their potential to become future theatre industry leaders;
“the Articles”	means the Company's Articles of Association;
“associated”	refers to the relationship between a Member and an Affiliate, Recognised Organisation or Related Organisation (as described in the definitions of those terms);
“Board of Management”	means all the Directors from time to time;

“Deposit Members”	means those Members who are not Organisational, Associate or Affiliate Members, and who are required to place deposits with The Theatre Council;
“Full Members”	means those Members who are not Organisational, Associate or Affiliate Members, and who are not, subject to Article 5.7, required to place deposits with The Theatre Council;
“Honorary Members”	means those Members elected as honorary members in accordance with Article 18.1;
“Independent Producers”	means any Associate Member who is a producer working on a production independently of any other Member (other than another Associate Member);
“Member”	means those persons listed in the Company’s Register of Members;
“Organisational Members”	means those Members who are not Full, Deposit, Associate or Affiliate Members, and who are senior executives employed by an organisation listed on the Company’s list of Recognised Organisations, such list to be maintained and amended from time to time by the Board of Management;
“producers”	includes co-producers, but does not include those credited as producers but who have no active involvement in the day-to-day producing of the production, and “produce” and “producing” will be construed accordingly;
“Recognised Organisation”	means any entity which is for the time being on a list of Recognised Organisations maintained and amended from time to time by the Board of Management; and an Organisational Member is “associated” with the Recognised Organisation which employs them and vice versa;
“Related Organisation”	means any legal entity involved in theatre ownership or theatrical management or production: (a) through which a Member operates: or (b) over which a Member has control. For the purposes of this definition, a Member has control of a legal entity if they, alone or jointly with one or more other Members, own (directly or indirectly) 50% or more of the issued share capital of such entity

or have the direct or indirect possession of the power to direct or cause the direction of the general management of the entity (whether through the ownership of voting securities, by board appointment, by contract or otherwise); for this purpose shares or securities owned by a Member's spouse, civil partner, child or parents are to be regarded as owned by that Member; and any such Member is "**associated**" with any legal entity which is in relation to them a Related Organisation and vice versa; and

"Theatrical Organisation"

means any legal entity which is an Affiliate, Recognised Organisation or Related Organisation.

1.2 References to any other terms contained in these Terms and Conditions which have a defined meaning in the Articles will have that defined meaning except where another meaning is specified.

1.3 In the event of any inconsistency between these Terms and Conditions and the Articles, the Articles shall prevail.

2. SUBSCRIPTIONS AND CHARGES

2.1 Annual Subscription

Members (excluding Associate and Honorary Members) will pay an annual subscription determined by SOLT from time to time by 1 January each year to cover the calendar year in which that day falls. In any such Member's first year of membership their annual subscription will be reduced by one quarter for each complete period of three months which has passed between 1 January and the date they become a Member. A successful applicant for membership will not be admitted as a Member until their subscription has been paid.

2.2 Annual Service Charge

Each Member (other than each Associate Member) who is associated with a Recognised Organisation or a Related Organisation which is a theatre will ensure that that Recognised Organisation or Related Organisation pays the annual service charge determined by SOLT from time to time by 1 January each year.

In the first year that a theatre becomes a Recognised Organisation or a Related Organisation, the annual service charge will be reduced by one quarter for each complete period of three months which has passed between 1 January and the date the theatre becomes a Recognised Organisation or a Related Organisation.

2.3 Performance Levy

(a) Subject to paragraph 2.3(c), a Member other than an Associate Member who is associated with a Theatrical Organisation which is a theatre will ensure that that Theatrical Organisation pays a levy per paid performance for each

production in that theatre subject to a maximum of eight performances per week.

- (b) The levy will be at the rate determined by SOLT from time to time. It is currently graded as set out below. The Chief Executive may notify changes in the grading from time to time.

Category AA	up to 400 seats and less
Category A	401 seats to 700 seats
Category B	701 seats to 950 seats
Category C	951 seats to 1,399 seats
Category D	1,400 seats to 2,499 seats
Category E	2,500 seats and above

- (c) Paragraphs 2.3 (a) and (b) apply to Affiliate Members who wish productions in the theatre by which they are employed to be eligible for the main Olivier Awards (as opposed to those Olivier Awards only applicable to productions in theatres which are Affiliates), in which case the theatre is required to pay the performance levy for all performances (subject to the 8 performances per week maximum) in the relevant Olivier Awards' voting year in order to be eligible.
- (d) The performance levy is payable monthly in arrears and must be paid within 30 days of the date of invoice.

2.4 Productions in Theatres which are not Theatrical Organisations

Where a Full, Deposit or Honorary Member or a Related Organisation associated with a Full, Deposit or Honorary Member is the producer of a production in a theatre which is not a Theatrical Organisation, the Member or the Related Organisation with which they are associated may, at SOLT's discretion, pay the performance levy in order for the production to be eligible for the Olivier Awards and the annual service charge in order for the production to benefit from other benefits and services provided by SOLT. In the case of a Related Organisation being the producer, the Full, Deposit or Honorary Member(s) associated with that Related Organisation is/are responsible for ensuring that the Related Organisation meets these payment obligations.

2.6 Resignation from Membership

If a Member resigns, the Member's annual subscription and any other sums owing by the Member or any Theatrical Organisation associated with the Member to SOLT will, unless already paid, remain due and payable, except that an Associate Member shall only be liable for any outstanding sums owing from any Theatrical Organisation associated with them if they are an Independent Producer and where such Theatrical Organisation is not associated with another Member (other than an Associate Member). SOLT will not be liable to refund any part of this subscription or payment or any other sums previously paid.

3. MEMBERS' CONDUCT

- 3.1 This paragraph 3 shall only apply to an Associate Member if they are an Independent Producer, and only in relation to Theatrical Organisations or Related Organisations (as applicable) with which they are associated where such Theatrical Organisation or Related Organisation (as applicable) is not associated with another Member (other than an Associate Member).
- 3.2 An Associate Member that is an Independent Producer is required to place a deposit in accordance with Article 5 of the Articles in relation to any production which they produce in a theatre which is a Theatrical Organisation by virtue of being associated with another Member who is not an Associate Member.
- 3.3 Each Member undertakes that neither they nor any Theatrical Organisations with which they are associated shall incorrectly represent themselves as having an involvement with a production to other Members, other Theatrical Organisations or third parties.
- 3.4 Each Full, Deposit, Honorary or Associate Member is responsible for all debts relating to any production of which that Member or any Related Organisation associated with that Member is represented as a producer.
- 3.5 Paragraph 3.4 will apply even if the Member concerned and any Related Organisation with which that Member is associated have disassociated themselves from a production previously co-produced with a person who is neither a Full, Deposit, Honorary or Associate Member nor a Related Organisation unless:
- (a) the continuing producer (or producers) has agreed to honour all obligations relating to the production which may be owed to third parties; and
 - (b) the relevant Member has notified all such third parties that they are no longer involved and that the continuing producer has assumed responsibility for all obligations to them.
- 3.6 If a Member has not discharged the responsibility described in paragraph 3.4, the Board of Management may take such steps as it may, at its discretion, regard as appropriate to ensure that the responsibility is discharged. It is not, however, obliged to take any action.
- 3.7 If a Member is acting on behalf of a non-Member in relation to a production and neither the name of the Member nor that of any Related Organisation associated with that Member is named on the publicity as a producer for the production, the Member will not and will ensure that no Related Organisation which is associated with them will sign or enter into any of the performers', stage management, directors', designers', choreographers' and fight directors' (the "**Artists**") contracts for the production unless the Member ensures that all payments which the non-Member would have been required to make to The Theatre Council were the Member not acting on the non-Member's behalf have been paid to The Theatre Council.

- 3.8 A Full Member may exempt a Deposit Member or Associate Member or non-Member from having to place a deposit with The Theatre Council if:
- (a) they or a Related Organisation with which the Full Member is associated is the owner of the theatre in which the production is taking place; or
 - (b) they or a Related Organisation with which the Full Member is associated is responsible for raising a contribution to the capitalisation of the production of not less than the amount of the deposit in question.
- 3.9 A Full Member who, or Related Organisation with which a Full Member is associated which, has disassociated themselves or itself from a production previously produced in association with a non-Member, Associate Member or a Deposit Member (or a Related Organisation with which a Deposit Member or Associate Member is associated) will remain liable for all payments due to the Artists in the production. This will be the case unless and until the non-Member, Associate Member or Deposit Member has lodged with The Theatre Council whatever deposit The Theatre Council may require, from which The Theatre Council will have absolute power and discretion to pay any claim by the Artists to which, in The Theatre Council's opinion, they may be entitled. For the purposes of this paragraph 3.9 a Deposit Member includes a Full Member or Associate Member who has placed a deposit with The Theatre Council because they are: (a) either a Full Member in their first five years of membership following being a Deposit Member, or an Associate Member who becomes a Full Member immediately following termination of their Associate membership without first becoming a Deposit Member (as applicable) and (b) are producing more than two productions concurrently. In the case of a Related Organisation disassociating itself from the production, the Member(s) representing that Related Organisation is/are responsible for ensuring that the Related Organisation meets its obligations under this paragraph 3.9.
- 3.10 The benefits and/or services accompanying any class of membership and which of a Member's or Theatrical Organisation's employees shall have access to those benefits and/or services shall be determined, and may from time to time be changed, by the Board of Management.

4. EMPLOYMENT AFFAIRS

- 4.1 Every Member, other than Affiliate Members and Associate Members, is obliged to adhere to and ensure that any Recognised Organisation or Related Organisation with which they are associated adheres to the minimum terms and conditions set out in the agreements between SOLT and Equity, the Musicians' Union and BECTU, unless the union(s) concerned has/have specifically agreed in writing that the terms and conditions of any other contracts in use are equivalent or superior to those in the relevant agreement. This paragraph 4.1 shall only apply to an Associate Member if they are an Independent Producer, and in relation to Related Organisations with which they are associated where such Related Organisation is not associated with another Member (other than an Associate Member).
- 4.2 The benefits and services provided by SOLT will not be available to any production in a theatre which is a Recognised Organisation or Related Organisation associated with a Member who is in breach of this obligation, whether or not the producer is a Member.

5. PREVIEWS AND FIRST NIGHTS

5.1 Previews

For the benefit of Members (excluding Affiliate Members and Associate Members who are not Independent Producers) the Critics' Circle has agreed with SOLT that no review of a new production (other than in exceptional cases such as a production at the Edinburgh Festival) will be published prior to the West End first night for the press. In order to benefit from this arrangement an eligible Member or a Recognised Organisation or Related Organisation with which such Member is associated must meet the following conditions:

- (a) not more than 21 paid previews may be given;
- (b) all paid previews must be advertised as such; and
- (c) the date of the first night must be announced in advertisements.

5.2 First Nights

SOLT maintains a first night list to help avoid clashes between productions of Members or Theatrical Organisations. It is the responsibility of the appropriate Members or Theatrical Organisations to consult each other in the event of a potential clash. SOLT is not responsible for the allocation of dates. Members must treat the first night list as private and confidential, must not use it for publicity purposes and must ensure that any Theatrical Organisation with which that Member is associated does likewise.

6. THE OLIVIER AWARDS

- 6.1 Any new production in a theatre in respect of which the performance levy is being paid in accordance with these Terms and Conditions is eligible for consideration for the main Olivier Awards provided it has at least 30 performances scheduled (in the case of theatre).
- 6.2 Productions in Affiliate Members' theatres not paying the performance levy in accordance with these Terms and Conditions are eligible for consideration for an award in a category of their own.

7. SALE OF TICKETS

7.1 tkts

Members are entitled to sell tickets for their productions and those of Theatrical Organisations with which they are associated through the tkts operation run by SOLT. Tickets can be sold at any price of the Member's or Theatrical Organisation's choosing and can be both advance and on-the-day sales. For Associate Members, this paragraph 7.1 only applies if the production is put on in theatres which are Recognised

Organisations or Related Organisations by virtue of being associated with another Member who is not an Associate Member.

7.2 Online Ticket Sales

All theatres which are Recognised Organisations or Related Organisations by virtue of being associated with a Member who is not an Associate Member are eligible to sell tickets online for their productions via the Official London Theatre website. Tickets are automatically made available via the site providing that the site is fully operational and SOLT's ticketing partner has a ticket allocation for the production.

8. THEATRE TOKENS

- 8.1 Members (other than Associate Members) who are associated with theatres which are Theatrical Organisations will ensure that those Theatrical Organisations both sell and redeem Theatre Tokens for all productions.

9. ADVERTISING

9.1 The Official London Theatre Guide

- (a) Members who are associated with theatres which are Recognised Organisations or Related Organisations will ensure that those Recognised Organisations or Related Organisations place and pay for listings in the Official London Theatre Guide in respect of each production and for the duration of the run, with the exception of:

- (i) productions whose total run is four weeks or less; and
- (ii) productions in theatres which fall within Performance Levy Band AA.

Such theatres are also entitled to purchase panel advertising alongside the listings. Members associated with such theatres are responsible for ensuring that the theatre meets the payment obligations for any such advertising. This paragraph 9.1(a) shall only apply to Associate Members if they are an Independent Producer, and in relation to theatres which are Recognised Organisations or Related Organisations with which they are associated where such Recognised Organisation or Related Organisation is associated with another Member (other than an Associate Member).

- (b) Affiliates which are theatres are entitled to place and pay for listings for their productions in the Off West End section of the Guide. Such Affiliates are also entitled to purchase panel advertising alongside any such listings. Members associated with such Affiliates are responsible for ensuring that the theatre meets the payment obligations for any such listings and advertising.
- (c) The productions of Members or Theatrical Organisations in theatres or other venues which are not Theatrical Organisations may be considered for inclusion in the Guide by way of listings and panel advertising on a case-by-case basis, subject to making the relevant payment. In the case of a production of a Theatrical Organisation, the Member(s) associated with that Theatrical

Organisation is/are responsible for ensuring that the Theatrical Organisation meets the payment obligations for any such listings and advertising, save that Associate Members shall only be responsible for such if they are an Independent Producer, and in relation to Theatrical Organisations with which they are associated where such Theatrical Organisation is not associated with another Member (other than an Associate Member).]

9.2 The Official London Theatre e-newsletters, e-bulletins and e-shots

Members and Theatrical Organisations are entitled to advertise productions and/or ticket offers to subscribers to SOLT's various e-newsletters, e-bulletins and e-shots. In the case of a Theatrical Organisation, the Member(s) associated with that Theatrical Organisation is/are responsible for ensuring that the Theatrical Organisation meets the payment obligations for any such advertising, save that Associate Members shall only be responsible for such if they are an Independent Producer, and in relation to Theatrical Organisations with which they are associated where such Theatrical Organisation is associated with another Member (other than an Associate Member).

10. BOX OFFICE INFORMATION

Members are required to provide, in complete confidence, box office data to SOLT. Members are provided with, from time to time, collated box office data for London theatres, and an annual report which analyses trends in the industry.

11. MEMBERS, THEATRICAL ORGANISATIONS AND THIRD PARTIES

- 11.1 Members are, without diminishing their obligations under the Articles or these Terms and Conditions, to be regarded as acting on behalf of Theatrical Organisations with which they are associated in relation to the use of certain benefits and services provided by SOLT and accordingly invoices for payments required under these Terms and Conditions shall where appropriate be addressed to the relevant Theatrical Organisations.
- 11.2 Where these Terms and Conditions make a Member responsible (however expressed) for an Affiliate or a Recognised Organisation doing something, that responsibility is to be regarded as an obligation to take all steps reasonably available to them to secure that it is done by the Affiliate or Recognised Organisation with which they are associated.
- 11.3 Obligations arising under these Terms and Conditions may be enforced by Members or SOLT as appropriate but no other person shall have any rights under the Contracts (Rights of Third Parties) Act 1999 in relation to these Terms and Conditions.

12. ALTERATION OF TERMS AND CONDITIONS

- 12.1 Subject to the Articles and paragraph 12.2, these Terms and Conditions may be altered or added to by the Board of Management.
- 12.2 Paragraphs 3.7, 3.8 and 3.9 of these Terms and Conditions may not be materially altered or added to by the Board of Management in a way which is adverse to the interests of Artists without the agreement of The Theatre Council.

13. BREACH OF TERMS AND CONDITIONS

In accordance with Article 5.40 the Board of Management may, in its discretion, terminate a Member's membership in the event of the Member or a Theatrical Organisation which is associated with the Member being in breach of the Articles or these Terms and Conditions, save that in relation to an Associate Member, such Associate Member's membership can only be terminated as a result of a breach by a Theatrical Organisation which is associated with such Associate Member if the Associate Member is an Independent Producer and the Theatrical Organisation is not associated with another Member (other than an Associate Member).