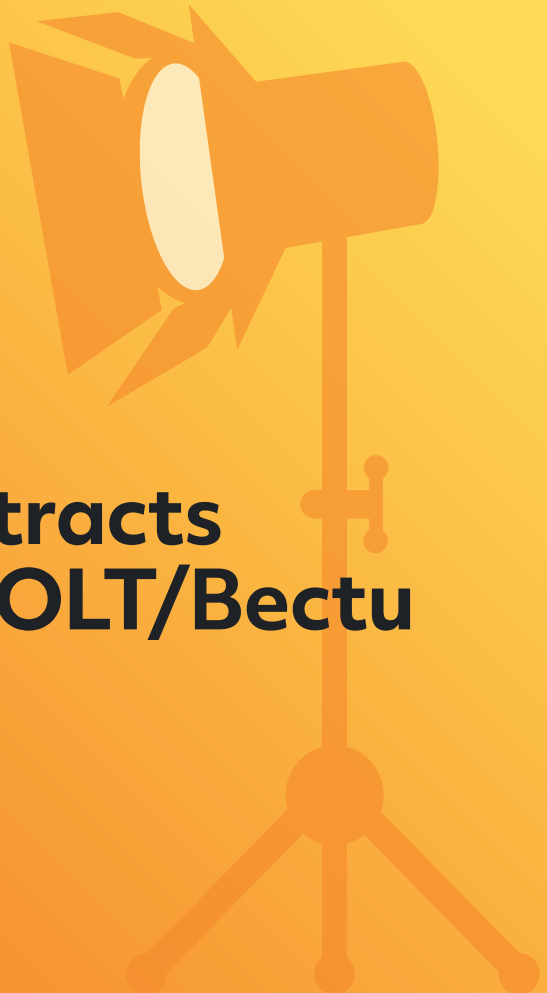




# Buyout contracts under the SOLT/Bectu agreement

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The term **buyout** is a catch-all phrase for a contract that is for a fixed sum and buys out some or all extra payments like, for example, overtime, sixth day and Sunday premium payments.

However, not all buyout contracts are clear and some do not actually buy out everything. This leaflet will help you work out whether the contract you are being offered is fair and what you can do to protect yourself both before and after accepting a job.

Full details of the variations can be downloaded at [SOLT/Bectu Collective Bargaining Agreement 2017](#) (updated January 2024).

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# Bare minimums

Bectu negotiates two collective agreements that cover members working in theatres – The Society of London Theatres (SOLT)/Bectu agreement and the UK Theatres (UKT)/Bectu agreement. In addition, there are a number of local House agreements such as, for example, with the Royal Ballet & Opera, the Young Vic etc. This guide is dealing with the SOLT/Bectu agreement only (although the same principles on how to work out what you have been offered will apply to the other agreements).

The SOLT/Bectu agreement underpins minimum rates of pay, standard terms and conditions including overtime payments and other additional premium payments. If your employer is a member of SOLT or is producing a production in a SOLT venue (<https://solt.co.uk/who-we-are/our-members>) then they are bound to honour all of the terms of the agreement and cannot fall below them.



## An agreed buyout

Employers who are members of SOLT must offer you a contract in accordance with the agreement. However, an employer may want to vary some of these terms. For example, they may wish to buyout a number of hours overtime and in return offer you an enhanced

amount to cover those additional hours on top of the basic wage – this is a buyout contract.

If you are offered a buyout contract, the contract should detail fully what terms are being bought out and how you will be compensated for them. This clarity is important as it makes it clear what you are being contracted to work and provides you with some protections.

## Working Time Regulations

The working time regulations apply to workers and employees. The regulations state that you should not work more than 48 hours a week on average as they are intended to prevent employers from asking people to work excessively long hours. In the entertainment industry hours can and do fluctuate so many employers calculate the average over 52 weeks or the duration of the contract if it is less than a year.

An employer can ask you to opt out of this element of the working time regulations so that you agree to work more than an average of 48 hours, but you are not obliged to sign it. This request to opt-out should be provided to you on a document separate to your contract. Even if you do agree then you have the right to change your mind and withdraw your consent at a later date. You would have to give notice of this which is seven days unless stated in the contract but it is a maximum of three months. You cannot be asked to opt out of any of the other elements of the

regulations such as the 20-minute rest period in each six hours worked, the one day off in seven, two in 14 and the 11-hour rest break.

## Hours

It is important that you look very closely at the hours and rate of pay you are being offered. The contract should clearly state how many hours you will be expected to work. For example, if overtime hours are being bought out you should clarify how many hours are bought out and don't just accept a sweeping statement such as 'all overtime hours are bought out'. Then you can check if the salary you are being offered covers those hours. The contract should also be clear about what happens if you exceed those hours for example are they paid at 1.5 (time and a half) or 2T (double time).

So for a simple example, let's say you are engaged on a 12-week contract under the Bectu agreement, the normal working week is 40 hours and you are offered a buyout contract that pays you for working up to 48 hours each week. This is an extra eight hours for 12 weeks which equals 96 hours of overtime. If at the end of the contract you have done more than 96 hours of overtime then you can claim the additional money you are owed.

Bectu has designed a timesheet for members that will calculate hours worked and running totals so that you can keep a track your working average. We recommend that

all members use this document: <https://union.bectu.org.uk/resource/theatre-timesheet-template.html>

But if your contract is for a longer period, this could mean that you are waiting for a long time to see if the excessive hours on some weeks ever drop to lower hours on other weeks to average out.

It's good practice for employers to take stock of your hours every month or every couple of months or, harking back to the Working Time Regulations, at least every 17 weeks. Most employers do, so it's not unreasonable to ask your manager to take stock of your hours regularly and, if you are frequently running over (in this example) 48 hours then ask them what they will do to reduce your hours in future weeks so that you remain within the average.

At the end of a run or contract, go through your time sheets and make sure your average has not exceeded 48 hours over the weeks you have worked.

## Notice periods

The SOLT/Bectu agreement provides for a minimum notice period that the employer needs to give you and you need to give to the employer is two weeks where you have less than two years' service.



Many employers will try to provide you with a contract that does not allow for you to give notice to leave. While this is deemed legal, we see this as bad practice and is not in accordance with the SOLT/Bectu agreement and we recommend that you raise this with the employer and ask them to include the minimum notice periods.

## Additional payments

There are a number of other things under the agreement other than overtime that can accrue extra payments. This includes working over the basic hours, working on a public holiday or working on a sixth day. Please check the agreement so you know what rates you should be paid for example time and half or double time. Ask what your schedule will be, which days you will have off and will you be working on any public holiday. All of these things should be taken into account and made clear in your contract if they are being bought out. If you need to confirm when overtime applies and at what rate, please check the online [SOLT/Bectu agreement](#) (updated January 2024).



### Sixth day payment

If you are required to work on a sixth day then all hours worked on that day should be paid at time and half (1.5T) irrelevant of whether you have worked the full

40 basic hours that week or not. If you are on a buyout contract that requires you to work on a sixth day then you need to check the salary offered to ensure that you are being offered the correct amount. Please see the example on page 15.

## **Sunday payment**

If you are required to work on a Sunday then all hours worked on a Sunday should be paid at double time. Again, check the check the salary offered to ensure that you are being offered the correct amount. Please see the example on page 17.

## **Extra responsibilities**

It is also important to make sure you know what will be expected of you in your role. For example, if you will be required to take on extra responsibilities or deputise for your manager, that should be clear in your contract and you need to check that you will be paid the correct rate.

## **Minimum wage**

Everyone must be paid at least the national minimum wage over the course of your contract. It is important to bear this in mind if you are engaged on a contract that offers a flat rate for the entire contract. Again, keep a close track of hours by keeping timesheets and check

your hourly rate regularly. The current minimum wage figures can be viewed at <https://www.gov.uk/national-minimum-wage-rates>. If you find that you are working for less than the minimum wage, contact Bectu immediately.

## Holiday

All employees and most workers are entitled to paid holiday leave. Your holiday pay cannot be combined into your salary as one lump sum. If you are unable to take your holiday leave due to being on a short contract, the outstanding holiday entitlement accrued must be paid to you at the end of the contract.

Holiday entitlement under the SOLT/Bectu agreement is:

<b>Working week</b>	<b>Entitlement per year</b>
5-day week	28 days, including public holidays
6-day week	32 days, including public holidays

Please see agreement for entitlement for people engaged prior to 1 January 2012.

The government also has a handy calculator to help you work out how much holiday you are owed:  
<https://www.gov.uk/calculate-your-holiday-entitlement>

# Force majeure lay-off clause

Unlike Equity and MU contracts, there should be no 'force majeure' or lay-off clause in your contract. Under the Bectu agreements there is no standard force majeure provision. However, we are aware that employers are introducing them into contracts.

Bectu's advice is that force majeure should only apply to unforeseen closures and includes a reference to the Employment Rights Act 1996 which entitles you to a minimum guaranteed payment (depending on the length of unpaid leave): <https://www.gov.uk/lay-offs-short-timeworking/guarantee-pay>. It also makes it clear when you are entitled to apply for redundancy if you really want to: <https://www.gov.uk/lay-offs-short-timeworking/applying-for-redundancy>

## After you have signed

Even after you have signed a buyout contract, the fact that the contract is based on the SOLT/Bectu agreement still offers you protection. The SOLT/Bectu agreement clearly states that a buyout contract should not leave you financially worse off than you would expect to be under the agreement.

There are things that you can do to help protect yourself. Always keep copies of the contract and any correspondence.

Many people think that because you're on a buy-out it is pointless keeping timesheets because it doesn't matter what hours you work. The opposite is true. It is important to keep an accurate record of your hours so that you can check you are being paid appropriately and are not working in excess of hours bought out. Accurate timesheets will enable you to approach your employer with exact figures and hard evidence if you are out of pocket.

## Speaking up

If you have issues with your contract it is worth speaking to your line manager or employer. It may be worth speaking to colleagues to see if anyone else has issues with their contract and discuss with them how best to approach things. Be discreet though, your employer may be more receptive if they hear about a problem first hand rather than through the rumour mill. Unfortunately there are unscrupulous employers out there but most are just looking to save costs where they can.

Sometimes they are unaware that there is a problem and you may be surprised at their reaction to you raising an issue.

Remember: you are a professional providing a professional service and **you deserve to be paid properly and fairly!**

It is advisable to try and resolve issues on buyout contracts quickly



and by discussing this with your employer. If you are not able to resolve the matter through the informal process you can lodge a grievance. If you have been underpaid, we can consider pursuing the matter through employment tribunal or through the County Court process. Both of these have strict time limits and you should seek advice from Bectu.

## Check the checklist

You've been offered a job and you know how much they are proposing to pay you. But here is a list of important questions to ask before accepting the deal to make sure you are being paid fairly!

Asking these questions is perfectly reasonable and any employer should be able to answer them – if they can't then you should question where they have got the salary figure from. Once you have got the answers to the questions, take time to weigh up the pros and cons of the contract. You are a professional and you have every right to ensure you are getting a correct and fair rate for the job and the best deal possible. If you are unclear ask your local Bectu rep.

- **Is the contract covered by the SOLT/Bectu agreement?**
- **Check for any references to Equity agreements and get them replaced.**
- **How long is the contract for?**
- **What is the maximum number of hours you will be expected to work per day/week/for the length of the contract?**

- Are you able to resign with a minimum two weeks notice?
- If overtime is bought out, ensure the amount of hours that are bought out is specified
- Will you be expected to deputise or take on additional responsibilities?
- Which days of the week will you be expected to work?
- Check the schedule before signing the contract to ensure the buyout has bought out enough hours to cover the show calls and any extra duties, ie maintenance/laundry etc.
- Will there be any work on a bank holiday and, if so, how is this paid?
- What happens if you work more hours than expected? If the employer agrees to pay excess hours at the end of the contract, get that in writing at 1.5T overtime.
- Can you take your holiday leave? If not, how will you be paid for your holiday entitlement?
- If you are offered a buyout on a SOLT/Bectu agreement contract then use the [Bectu/SOLT buyout calculator](#) to check what hourly rate you are being offered, or you can work your buyout manually.



# The maths: Sixth day working

*The following example is based on a deputy head grade 2 position with a minimum salary of £780.60 based on 40 hours over five days. The buyout is for 48 hours per week, with the eight hours being worked on a Saturday which is the sixth day plus bank holidays.*

## Step 1: Work out your hourly rate

Take the minimum weekly salary and divide it by the hours per week:

$$\begin{aligned} &£780.60 / 40 \\ &= \mathbf{£19.52 \text{ per hour}} \end{aligned}$$

## Step 2: Work out your overtime rate

If you are being asked to work more than 40 hours per week or more than five days in a week you would be entitled to overtime payments. These eight hours are for working on a Saturday, so it is paid as time-and-a-half:

$$\begin{aligned} &£19.52 \times 1.5 \\ &= £29.28 \text{ per hour} \times 8 \text{ hours} \\ &= \mathbf{£234.24} \end{aligned}$$

### Step 3: Bank holidays

Many buy-out contracts state that the salary is inclusive of bank holiday payments. However, you need to add this to the minimum salary as it is not included in that figure. If required to work all the bank holidays in a year (except Christmas Day). Assuming the manager is opting to pay at single plus day off in lieu:

7 bank holidays  
x (8 hours per day x £19.52 per hour)  
= £1,093.12 per year / 52 weeks  
**= £21.02 per week**

### Step 4: Add it all up

It's now time to work out if what you are being offered meets the SOLT/Bectu minimums:

Basic salary (40 hours over 5 days) = **£780.60**

Sixth day working = **£234.24**

Bank holiday payment per week = **£21.02**

**TOTAL: £1,035.86**

Please see table on page 19 for minimum 48-hour buyout rate excluding bank holidays.

# The maths: Sunday working

*The following example is based on a deputy head grade 2 position with a minimum salary of £780.60 based on 40 hours over five days. The buyout is for 48 hours per week, with the eight hours being worked on a Sunday plus bank holidays.*

## Step 1: Work out your hourly rate

Take the minimum weekly salary and divide it by the hours per week:

$$\begin{aligned} &£780.60 / 40 \\ &= \mathbf{£19.52 \text{ per hour}} \end{aligned}$$

## Step 2: Work out your overtime rate

If you are being asked to work more than 40 hours per week or more than five days in a week you would be entitled to overtime payments. These eight hours are for working on a Sunday, so it is paid as double time:

$$\begin{aligned} &£19.52 \times 2 \\ &= £39.04 \text{ per hour} \times 8 \text{ hours} \\ &= \mathbf{£312.32} \end{aligned}$$

### Step 3: Bank holidays

Many buy-out contracts state that the salary is inclusive of bank holiday payments. However, you need to add this to the minimum salary as it is not included in that figure if required to work all the bank holidays in a year (except Christmas Day). Assuming the manager is opting to pay at single plus day off in lieu:

7 bank holidays  
x (8 hours per day x £19.52 per hour)  
= £1,093.12 per year / 52 weeks  
**= £21.02 per week**

### Step 4: Add it all up

It's now time to work out if what you are being offered meets the SOLT/Bectu minimum:

Basic salary (40 hours over 5 days) = **£780.60**

Sunday working = **£312.32**

Bank holiday payment per week = **£21.02**

**TOTAL: £1,123.94**

Please see table on page 19 for minimum 48-hour buyout rate excluding bank holidays.

# Table of minimum rates

The following is a table of minimum rates for a 48-hour buyout contract under the SOLT/Bectu agreement excluding bank holidays. The weekly amount you need to add on if you are required to work bank holidays is in the end column. If you are offered a contract for less than 48 hours then you should seek advice from Bectu as these calculations can be more complicated. If you are required to work more than eight hours on either the sixth day or a Sunday then you should seek advice from Bectu.

Grade	40 hour basic	Sixth day	Sunday	Bank holiday weekly pay
1	£914.78	£1,189.26	£1,280.70	£24.63
2	£780.60	£1,014.84	£1,092.92	£21.02
3	£720.02	£936.02	£1,008.02	£19.38
4	£698.99	£908.67	£978.51	£18.81
5	£663.00	£861.96	£928.28	£17.86

Remember, the payments and conditions are intended to protect you and ensure a fair rate for the job and set industry standards. **By accepting buyout contracts that are below these conditions, you are undermining the agreement.**

By being aware of your rights, asking the correct questions and working together with your colleagues and your union we can and will improve things for the future.



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