bectu
Theatre Freelancers' Branch

Guide to Best Practice on Day Rate Contracts

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1. Introduction – What is this Document?

This document outlines working conditions and contract/agreement expectations for **freelancers in the theatre sector in the UK**. This specifically applies to freelancers working on a **"Day rate basis"**, but a lot of the content can most likely be applied to other freelance engagement agreements (including "fee-based").

The document has been written by the Bectu Theatre Freelancers' Branch.

The document provides guidance for employers and freelancers within the sector regarding the work environment, conditions, pay, and what the freelancer requires to be able to do their job well in acceptable conditions.

The contents of this document may be familiar to most members, but this document is designed to be a useful template for best practice for employers when engaging freelancers in the theatre sector.

We aim to publish another similar document that relates more specifically to people on fee-based contracts in the future.

This document outlines minimum expectations and therefore does not stop members from reaching agreements for more than these terms.

This document is not an agreement between Bectu and any venue, organisation of venues, or producer – it exists only to advise freelancers and employers alike on best practice and minimums to be expected when agreeing a contract.

We're always looking to improve and develop our published documents -
If you're not a member and would like to give feedback on this guide, please click here.

Members have been emailed a separate form to give feedback on the guide.

2. Defining a day

Context

When we specify a ‘day’ in the context of this document we are talking about a “working day”.

To define a working day - a standard full time working week is approximately 40 hours over a 5 day working week, with a day being approximately 9 hours **including an hour for lunch and other breaks** (if starting your work day at 9am you would finish at 6pm).

In this document we outline some types of working day. **We are not explicitly defining days - these are suggestions of what freelancers can use when negotiating**:

- The ‘Half Day’
- The ‘Standard Day’
- The ‘Extended Day’ and
- The ‘Double Day’

We use the word ‘standard’ knowing that within the theatre industry, many would consider their standard days as being over 9 hours. We use this language here because we contest the idea that long working days should be seen as ‘standard’. If you usually work 12 hour working days, the rates you charge would apply to our ‘Extended Day’, etc.

We recommend that freelancers do not work on an hourly basis for work that would require them to leave home - particularly where a call would be less than 4 hours. Being paid on an hourly basis often leads to freelancers coming to work for incredibly short calls, and being paid barely enough to cover their travel.

The ‘Half Day’

- A ‘Half Day’ is generally up to (≤) 5 hours (including all breaks).
- The ‘Half Day’ includes a 20 minute break at approximately the midpoint of the working hours.
- The ‘Half Day’ should be paid at around 55% of a ‘Standard Day’ rate (based on the Artists’ Union’s ‘Half Day’ definition[1]).

‘Half Days’ are not acceptable in all circumstances - for example if a freelancer is expected to travel to a venue, or worksite, ‘Half Days’ should generally not apply. However if work is done from home, or from a fixed work location (like a studio), a ‘Half Day’ may be applicable.

[1] **Artists’ Union - Half Days**
https://www.artistsunionengland.org.uk/resources/rates-of-pay/

The ‘Standard Day’

- A ‘Standard Day’ is over (>) 5 hours, up to (≤) 9 hours (including all breaks).
- A ‘Standard Day’ includes a 1 hour lunch break approximately at the midpoint of the working day.
- A ‘Standard Day’ includes two 20-min breaks - each should be taken at approximately the midpoint of working hours before and after the lunch break.
- A ‘Standard Day’ should be paid at a single day rate.

EXAMPLE - if a person was working from 10am to 6pm, they would have an hour lunch break approximately 1.30-2.30pm, and 20 minute breaks at approximately 11.45am and 4.15pm.

The ‘Extended Day’

- The ‘Extended Day’ is over (>) 9 hours, and less than (<) 14 hours (including all breaks).
- The ‘Extended Day’ includes two 1 hour breaks approximately ⅓ of the way through the working hours, and ⅔ of the way through the working hours.
- The ‘Extended Day’ includes three 20-min breaks - each should be taken at approximately the midpoint of each third of working hours.
- The ‘Extended Day’ should be paid around 1.5x the rate of a ‘Standard Day’.

EXAMPLE - if a person was working from 9am to 9pm, they would have an hour lunch break approximately 12-1pm, and an hour dinner break approximately 5-6pm, and 20 minute breaks at approximately 10.30am, 3pm and 7.30pm.

The ‘Double Day’

- The ‘Double Day’ is (≥) 14 hours or more in length, up to (≤) 16 hours in length (including all breaks).
- The ‘Double Day’ includes three 1 hour breaks approximately ¼ of the way through the working hours, ½ the way through the working hours, and ¾ the way through the working hours.
- The ‘Double Day’ includes four 20-min breaks - each should be taken at approximately the midpoint of each quarter of working hours.
- The ‘Double Day’ should be paid around 2x the rate of a ‘Standard Day’.

EXAMPLE - if a person was working from 8am to 11pm, they would have an hour break approximately 11am-12pm, 3-4pm and 7-8pm, and 20 minute breaks at approximately 9.30am, 1.30pm, 5.30pm and 9.30pm.

Generally, we would suggest rejecting working days at over 16 hours - working extreme lengths of days impacts both physical and mental health[2]. However, where your work day goes over the agreed length, you can ask in your contract for hourly overtimes to apply. This is often an hourly rate between 150% and 200% of your usual hourly rate (dayrate divided by hours worked).

> EXAMPLE - (If you had agreed overtime payments would be at 150% of usual pay) if you had agreed to work 12 hours for £300 (equalling £25/hr), but worked 14, the two extra hours would be charged at £37.50/hr (£75 total)

Freelancers should always have at least 11 hours uninterrupted rest between working days.

> EXAMPLE - if a person worked one day from 10am-10pm, they should not be scheduled to come in the next day until 9am at the earliest.

Self-employed people[3] (rather than workers[4], or employees[5]) are not *legally entitled* to the breaks set out above, or breaks between working days, however the above standards are minimum standards that the Theatre Freelancers' Branch at Bectu would recommend to all theatre freelancers, when they are negotiating contracts.

The data recommended above comes from a combination of The Working Time Regulations 1998[6], and previous Bectu collective agreements.

If you are unsure whether you come under self-employed, worker or employee, please take a look at **Appendix A** and **Appendix B**

[2] **The Effect of Long Working Hours and Overtime on Occupational Health**
https://pmc.ncbi.nlm.nih.gov/articles/PMC6617405/

[3] **Acas - Self Employment**
https://www.acas.org.uk/employment-status/self-employment

[4] **Acas - Workers**
https://www.acas.org.uk/employment-status/worker-employment-status

[5] **Employees**
https://www.acas.org.uk/employment-status/employee-employment-status

[6] **Gov - Working Time Regulations**
https://www.legislation.gov.uk/uksi/1998/1833/contents

3. Contracts and Agreements

Any undertaking of work by a freelancer should have a contract or agreement **in writing** clearly stating;

1. The agreed rate of pay (please reference Bectu Rate Guidance[7] for Theatre Freelancers - we are working on improving/expanding rate information available here)
2. The scope of works
3. The payment terms (when and how will payment be made), including for expenses
4. Late payment terms[8] (what interest is incurred if payment is late[9])
5. Invoicing details
6. Where the work will take place (at home, venue address)
7. The timeframe of the work (when will the work start and end)
8. What insurance the employer has, and what insurance the freelancer is expected to have
9. There should also be provision for the work taking longer than scheduled due to unforeseen circumstances.

Before a contract or agreement is sent there should be an opportunity for the freelancer to negotiate the terms above **before** agreeing to undertake the work. Once the contract or agreement is received the freelancer should respond with acceptance **in writing**.

[7] **Bectu Rate Information**
https://bectu.org.uk/get-involved-in-the-union/ratecards/

[8] **Legislation - Late Payment of Commercial Debts**
https://www.legislation.gov.uk/ukpga/1998/20/part/I

[9] **Gov - Charging Interest and Debt Recovery**
https://www.gov.uk/late-commercial-payments-interest-debt-recovery/charging-interest-commercial-debt

4. Terms

Health and Safety

Freelancers should have a good knowledge of the health and safety requirements related to their role. Dynamic risk assessments should be made on a continuous basis.

The employer is responsible for ensuring that the freelancer is working in a safe environment and that proper breaks are allowed for in the work schedule. The employer should brief the freelancer of the provisions and safety concerns onsite via a *CDM induction*[10].

Any RAMs or health and safety documentation should be delivered to the freelancer before arriving on site or handed to the freelancer on-site before work commences, giving ample time to read through the documents and flag any concerns[11].

The freelancer should be notified of the system to report health and safety concerns and who to contact if in need of first aid.

Lone working is a regular oversight when booking freelancers. If a freelancer is working independently it should be ensured that the work is suitable to be completed by one person (no heavy lifting, working at height, working with electrics). In the event the freelancer is working independently, regular welfare checks MUST be completed in person. We recommend at least once every 30 mins.

Any P.P.E. outside of the normal scope (protective footwear, high vis, hard hat) should be negotiated in advance and possibly in some cases provided by the employer.

[10] **HSE - Site rules and induction**
https://www.hse.gov.uk/construction/safetytopics/site-rules-induction.htm

[11] **HSE - Managing risks and risk assessment at work**
https://www.hse.gov.uk/simple-health-safety/risk/risk-assessment-template-and-examples.htm

Welfare and Dignity at Work

Under the Human Rights Act (1998)[12], everyone has a fundamental right to dignity and respect, including in the workplace.

Workplace discrimination, bullying and abuse directly violates this basic right. Employers, whether on a personal or company-wide level, can be held accountable.

A Dignity At Work Act in UK law has not been motioned yet. But employers and offending employees are still legally accountable for workplace abuse.

What is Dignity at Work?

Dignity at work involves actively creating a workplace environment which encourages respect and acceptance. Any form of bullying, harassment, or discrimination must not be permitted.

Dignity and respect at work can equate to having a good level of:

- Diversity and inclusion
- Equality and justice
- Health and safety

What is Bullying?

Although there is no legal definition of bullying, it can be described as unwanted behaviour from a person or group that is either:

- Offensive, intimidating, malicious or insulting
- An abuse or misuse of power that undermines, humiliates, or causes physical or emotional harm to someone[13]

What is Discrimination?

Discrimination includes:

- Direct discrimination – treating someone with a protected characteristic less favourably than others.
- Indirect discrimination – rules that apply to everyone, but that put a person with a protected characteristic at an unfair disadvantage.
- Harassment – unwanted behaviour linked to a protected characteristic that violates someone's dignity or creates an offensive environment for them.
- Victimisation – treating someone unfairly because they've complained about discrimination or harassment.[14]

[12] **Gov - Human Rights Act**
https://www.legislation.gov.uk/ukpga/1998/42/contents

[13] **ACAS - Bullying at work**
https://www.acas.org.uk/bullying-at-work

[14] **ACAS - Discrimination and the Equality Act 2010**
https://www.acas.org.uk/discrimination-and-the-law

The Equality Act 2010 protects people from discrimination based on protected characteristics: sex (or gender), disability, age, race, religion or belief, gender reassignment, sexual orientation, being pregnant or on maternity leave, and being married or in a civil partnership. In reality, many people experience discrimination, bullying and harassment despite this legislation.

Bullying and harassment can happen:

- Face-to-face
- By letter, email, phone or message
- Via social media

If you feel you have been bullied or discriminated against in your workplace, you can seek support in a range of places – from your employer, from Bectu, from Citizens Advice[15] and from Acas[16] (Advisory, Conciliation and Arbitration Service).

What is sexual harassment?

The Equality Act 2010 defines sexual harassment as "when someone makes you feel humiliated, offended or degraded because they treat you in a sexual way. This is known as 'unwanted conduct of a sexual nature' and covers verbal and physical treatment, like sexual comments or jokes, touching, or assault. It also covers sending emails of a sexual nature or putting up pornographic pictures."

Bectu has set up a Sexual Harassment Support Service[17]. You can contact them via email on SHSS@prospect.org.uk or call them on 0207 902 6647 to arrange a time for a call back with a member of the team.

Reporting Incidents of Harassment, Bullying or Discrimination

Bectu encourages all freelancers to ask their employers to commit to UK Theatre's 10 Principles for Safe and Inclusive Workplaces[18] and/or the Creative Industries Independent Standards Authority (CIISA) Standards[19].

[15] **Citizens Advice - Get help with discrimination at work**
https://www.citizensadvice.org.uk/work/discrimination-at-work/dealing-with-discrimination-at-work/taking-action-work-discrimination/get-help-with-discrimination-at-work/

[16] **ACAS - Discrimination and bullying**
https://www.acas.org.uk/discrimination-and-bullying

[17] **Bectu - Sexual Harassment Support Service**
https://bectu.org.uk/article/sexual-harassment-at-work/

[18] **UK Theatre - 10 Principles for Safe and Inclusive Workspaces**
https://uktheatre.org/resource/10-principles-for-safe-and-inclusive-workspaces/

[19] **CIISA - Standards**
https://ciisa.org.uk/standards/

In October 2026, CIISA set up a secure reporting portal for whistleblowing[20]. This is available to individuals working in the theatre, film, television and music industries. This is particularly important for freelancers, who may fear the consequences of speaking out.

No one should tolerate harassment or bullying behaviour while seeking work or when they are working, and no one should tolerate witnessing or hearing of it happening to others.

All freelancers working in theatre should know and understand how to report unacceptable behaviour and what their employers will do to address it.

[20] **CIISA - Whistleblowing**
https://ciisa.org.uk/whistleblowing/

Disability

Disabled people are protected by the Equality Act 2010. In UK law, a person is defined as being disabled if they have a:

"*Physical or mental impairment that has a substantial (more than minor or trivial) long-term (something that will or has lasted 12 months or more) negative impact on their ability to do normal daily activities*."[21].

Disabled people are entitled to reasonable adjustments[22] at work. Reasonable adjustments are "changes an employer makes to remove or reduce a disadvantage related to someone's disability". Employers may question whether a requested reasonable adjustment is 'reasonable' depending on role, timescale of work, budget of project, etc.

Disabled people can have access riders to help them outline their needs to employers. They can be in a written format, or another more accessible format depending on the person. Access riders can be acknowledged in a contract, so that in agreeing terms of your role, the employer is agreeing to ensure your access needs are met.

EXAMPLE:

"**[Name of Producer/Employer]** has read the access rider provided, and is committed to providing necessary measures to ensure that this engagement is accessible and suitable for **[Your Name]**. **[Name of Producer/Contact]** will be the main point of contact throughout the engagement, leading on the arrangement of these measures."

To find out more about access riders, take a look at Unlimited's Guide[23].

[21] **Gov - Equality Act 2010**
https://www.gov.uk/guidance/equality-act-2010-guidance

[22] **Acas - Reasonable Adjustments**
https://www.acas.org.uk/reasonable-adjustments

[23] **Unlimited – Creating your own Access Rider**
https://weareunlimited.org.uk/resource/creating-your-own-access-rider/

Minimum Acceptable Facilities

Employers must provide welfare facilities and a working environment that is healthy and safe for everyone in the workplace, including disabled people[24].

There must be:

- Welfare facilities – the right number of toilets and washbasins, drinking water and having somewhere to rest and eat meals
- A healthy working environment – a clean workplace with a reasonable working temperature, good ventilation, suitable lighting and the right amount of space and seating
- A safe workplace – well-maintained equipment, with no obstructions in floors, traffic routes and fire exits, as well as windows that can be easily opened and cleaned

Welfare facilities

Employers must provide:

- Toilets and hand basins, with soap and towels or a hand-dryer
- Drinking water
- A place to store clothing (and somewhere to change if special clothing is worn for work)
- Somewhere to rest and eat meals

A healthy working environment

To have a healthy working environment, there must be:

- Good ventilation – a supply of fresh, clean air drawn from outside or a ventilation system
- A reasonable working temperature[25] so it's comfortable to work (usually at least 16°C, or 13°C for strenuous work, unless other laws require lower temperatures)
- If a significant number of employees are complaining about thermal discomfort, the employer should carry out a risk assessment and act on it[26] (hot or cold)
- Lighting suitable for the work being carried out
- Enough room space and suitable workstations and seating (people can sit for long hours e.g. at a production desk or sewing machine. Suitable seating must be ensured

[24] **HSE – Have the Right Workplace Facilities**
https://www.hse.gov.uk/simple-health-safety/workplace-facilities/index.htm

[25] **HSE - Temperature**
https://www.hse.gov.uk/temperature/index.htm

[26] **Bectu - Temperature at work**
https://bectu.org.uk/article/temperature-at-work/

for time spent at a workstation. Audience seating is often unsuitable for working at a production desk)[27]

- A clean workplace with appropriate waste containers

A safe workplace

To keep your workplace safe, employers must:

- maintain premises and work equipment
- keep floors and traffic routes free of obstructions
- have windows that can be opened and cleaned safely
- make sure that any transparent (e.g. glass) doors or walls are protected or made of safety material.

Toilets and washing facilities

Employers have to provide facilities suitable for anyone, including disabled people, which includes:

- enough toilets and washbasins for those expected to use them
- agreed reasonable adjustments for disabled people regarding toilets and washing facilities
- for all bathrooms, somewhere to dispose of period products
- clean facilities – preferably with walls and floors tiled (or covered in suitable waterproof material) to make them easier to clean
- a supply of toilet paper
- facilities that are well lit and ventilated
- hot and cold, or warm, running water
- enough soap or other washing agents
- a basin large enough to wash hands, and forearms if necessary
- a way of drying hands, such as paper towels or a hand dryer
- showers where necessary, for particularly dirty work

How many toilets and washbasins?

The Health and Safety Executive have recommendations on how many toilets, urinals and washbasins there should be in a workplace[28], depending on how many people are working there.

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[27] **HSE - Seating at Work**
https://www.hse.gov.uk/pubns/priced/hsg57.pdf

[28] **HSE - Toilets**
https://www.hse.gov.uk/simple-health-safety/workplace-facilities/health-safety.htm#_How_many_toilets

Temporary worksites

Flushing toilets and running water must be provided, for example with a portable toilet. If this is not possible, use alternatives such as chemical toilets and water containers.

Using public toilets and washing facilities should be a last resort and not because they are a cheaper option. This would not be acceptable if it is possible to provide facilities on-site.

Travel

Agreements often state that terms will be “no less than that provided to any other members of the team”. This phrasing is often used when detailing travel and accommodation standards.

Working in the UK

Travel days should be paid at **half of your agreed daily rate** for upcoming work, **where travel is up to (≤) 5 hours.**

Travel days should be paid at **1x your agreed daily rate** for upcoming work, **where travel is over (>) 5 hours.**

Travel days are working days

Working outside the UK

Travel days to be paid at 1 standard day.

Travel days are working days

Travel Costs and Billing

Where the place of work is more than 20 miles from the freelancer’s place of residence, travel costs must be reimbursed.

- The Daily Rate does not include travel related costs, accommodation or subsistence.
- Public transport and taxis from home to work location – to be paid at actual cost (receipts can be requested).
- Public transport from work site to second work site – to be paid at actual cost (receipts can be requested).
- Car mileage from home to worksite, or worksite to worksite – HMRC allowable rate, currently 55p/mile (as of Nov 2026)[29].
- Parking (including airport parking when travelling by air) – to be paid at actual cost.

Where air travel is needed, it is generally expected that:

- Fights between 0 and 4 hours will be Economy (or equivalent)
- Fights between 4 and 8 hours will be Premium Economy (or equivalent)
- Fights over 8 hours will be Business (or equivalent)

If the employer wishes to state a preferred method of travel this must be stated, negotiated and agreed at the time of booking.

[29] **Gov - Travel — mileage and fuel rates and allowances** https://www.gov.uk/government/publications/rates-and-allowances-travel-mileage-and-fuel-allowances/travel-mileage-and-fuel-rates-and-allowances

Accommodation

Agreements often state that terms will be “no less than that provided to any other members of the team”. This phrasing is often used when detailing travel and accommodation standards.

Hotel accommodation to be offered in all the following circumstances when work is more than 20 miles from freelancer’s place of residence:

- The booking is for 2 or more consecutive days of work.
- The length of the working day is 12 hours or greater.
- Hours onsite go past 11pm.
- Hours onsite start before 7am (hotel for the previous night).
- The break between turns of duty is less than 11 hours.

The offer of a hotel room is always the preferred option but if, exceptionally, a hotel cannot be booked by the employer, then the hotel cost will be chargeable to the employer at cost.

Where a crew member prefers, travel home and/or travel to work (as appropriate) via taxi may be provided as an alternative to hotel accommodation.

Accommodation standards

For short engagements (usually a week or less) a hotel of at least a 3 star quality is expected, with included breakfast.

For longer engagements (usually a week or more), a quality ApartHotel or serviced apartment should be provided with kitchen and cooking facilities.

All accommodation should be single occupancy and should include access to free high-speed internet, or high-speed internet access charges should be reimbursed.

Per Diems[30]

Where breakfast is included, per diems should be £25.28 (as of Nov 2026).

If breakfast is served after the beginning of the work day (early starts), then per diems should be £35.84 to include breakfast.

Where a freelancer is staying in self-catered accommodation a per diem of £35.84 should be provided.

Working outside the UK

A per diem appropriate to the location of not less than £35.84 should be paid to cover meals not provided and paid for, plus not less than £15 per day to cover the additional expenses of being outside the UK (as of Nov 2026). In high cost overseas locations the appropriate per diem level will be increased as appropriate.

[30] **ITC - Rates**
https://www.itc-arts.org/resources/rates-of-pay/

Verbal and Written Agreements - What is Enforceable?

All verbal agreements should be followed up in writing.

As verbal agreements are difficult to enforce, if any terms are agreed verbally, you should immediately provide a written summary of that agreement by email to the employer asking them to confirm the agreement. For more details on this, take a look at Bectu's Get It In Writing Guidance Document[31].

Tacit Agreements

If you refer to someone's 'tacit agreement' or approval, you mean they are agreeing to something or approving it without actually saying so, often because they are unwilling to admit to doing so.

Tacit agreements are not generally acceptable.

Exception:

If past engagement contracts between the employer and freelancer have a repeated agreement, (i.e. travel arrangement, work responsibilities, etc.) then that can be taken as a standing term unless otherwise stated.

[31] **Bectu - Get It In Writing**
https://union.bectu.org.uk/resource/get-it-in-writing-terms-conditions-guidance.html

Cancellations and Notice Periods

Freelancers can request specific terms regarding cancellation. A suggested example from an ALPD Contract Checklist:

"In the event of cancellation of a confirmed booking with less than 2 weeks' notice the full amount of the agreed work must be paid.

In the event of cancellation of a confirmed booking with more than 2 weeks' notice 50% of the full amount of the agreed work must be paid.

Alteration of a call with less than 48 hours' notice will incur a cancellation fee.

Terms for Late Payments should be agreed in the contract/agreement."[32]

When a freelancer cancels an engagement due to illness, they should be paid for all work completed. A freelancer should not be liable for repaying any payments already paid to them, and should not be responsible for paying their replacement. A suggested clause regarding cancellation due to illness:

"In the event that you are unable to fulfil your obligations under this agreement due to illness, injury or other circumstance beyond your reasonable control, you shall be entitled to payment for all work completed and invoiced up to the date of notification of inability to complete the work outlined in this agreement."

[32] **ALPD - Contract Checklists**
https://www.thealpd.org.uk/resources/alpd-contract-checklists

5. Supplementary Charges

Extra Responsibilities

Any extra responsibilities must be agreed in advance of the work commencing.

Extra responsibilities may be negotiated after the work has commenced but additional remuneration should be included in any negotiation. In this case the freelancer must have the ability to say no without affecting the currently agreed works.

For example, if a carpenter or electrician is also asked to take responsibility for installing and signing off on rigging (advanced truss, motors etc.).

Specialist Equipment Hire

Some works require specialist equipment that

- Can be heavy and difficult to transport
- Requires expensive maintenance

Examples could include sewing machines, lighting control consoles, sound/recording equipment.

In these cases, provision for the transport of the equipment to and from the worksite and possibly an additional fee for the hire of the equipment to cover maintenance and replacement (corrective maintenance) should be agreed prior to commencement of work.

Software Usage

In some cases, expensive and specialist software is required to do certain works (CAD, visualisers, audio plug-ins, design software). If the use of such software is required, and licences are not provided by the employer, then an additional negotiated charge should be included to offset the cost of subscriptions, licence fees, and updates, particularly in the case that use of such software is outside the expected scope of the freelancer's role.

6. Example Clauses/Agreements

Over the coming months, example clauses and example contracts will be added or linked here.

We're always looking to improve and develop our published documents - If you're not a member and would like to give feedback on this guide, please click here.

Members have been emailed a separate form to give feedback on the guide.

Appendix A - Understanding Employment Type

Legally in the UK there are three main types of employment status. Take a look below at the guidance Acas has on each of these types and what rights/expectations each has

- Employees
- Workers
- Self-employed

Someone's employment status is based on:

- Their employment contract or 'written statement of employment particulars'
- What was agreed when they were offered the job
- The way the organisation and the individual work together

Each of the above are entitled to different things from their employer - things like holiday pay, sick pay, and pension contributions all depend on your employment type.

Bectu has a form (Appendix B) you can fill out and send back to us, to help figure out your employment status if you're unsure. You can fill it out, and send it back to your branch or your official (for the Theatre Freelancers' Branch you can email us here).

Appendix B - Employment Type Form

EMPLOYEE, WORKER, OR SELF-EMPLOYED?

Complete these questions to help us consider your employment status. Give as much detail as you can and continue the explanations on a separate sheet if necessary.

	Situation	Yes	No	Detail/Examples
1	Are you under an obligation to work each day that you are expected or rota'd?			
2	Can you decide not to work on some days (other than through booking or taking annual or sick leave etc)?			
3	Do you think the employer/company is under an obligation to offer you work each day? Could they simply tell you there is no work one week or for a few days in the week? If so please provide details.			
4	Is your work supervised? For example, does someone tell you what to do, or check your work. What would happen if you did something wrong, who would tell you about it?			
5	Do you think colleagues or customers at the organisation/company see you as part of the organisation? or do they think you are different to the other workers there?			
6	Are you paid a fixed rate or salary? Are you paid by an agency or the organisation you are working at? Is it a set hourly rate?			
7	Is tax and national insurance deducted at source from your pay?			
8	Are any other deductions made at source?			
9	Are you paid travelling expenses?			
10	Are there any other out of pocket expenses you would claim? If so, who pays it?			
11	Are you entitled to paid annual leave? If so, how do you book leave, who has to approve it? Is there a form to fill in?			
12	Are you entitled to paid sick leave? If so, how much is it?			

	Situation	Yes	No	Detail/Examples
13	Are you able to join the company pension scheme?			
14	Is there a disciplinary code that applies to you? Have you been told about it? Have you ever received a warning, if so from who?			
15	Are you able to work for other agencies or companies during your work with the current organisation?			
16	Is equipment provided for the job? If so who provides it			
17	Could you send someone else in to do your job for you, if you were not able to attend yourself?			
18	Could you employ someone to help you get your job done?			
19	Do you have any degree of financial risk in how you get the work done?			
20	Do you have responsibility for investment and management?			
21	Have you been told your employment status? For example, have you been told you are self-employed, a contractor or an employee? Has anything about this been put to you either in writing or verbally?			

Please send a copy of your contract or any other documents concerning your employment, such as a letter of appointment.

Please send this to your Branch Chair or Secretary.