

FST Touring Code of Practice

Working document: released January 2019

Introduction

This Code of Practice and the associated guidance and templates are intended to provide a practical support framework for touring in Scotland. They have been developed by the FST [Touring Strategy Group](#) whose membership represents a cross-section of our membership.

Background

Creative Scotland's 2017 [Review](#) of Touring Theatre and Dance in Scotland made a series of recommendations to improve the touring ecosystem. Creative Scotland introduced a [Touring Fund](#) for Theatre and Dance in 2018 and FST established a Touring Strategy Group to provide input to the Fund's Development, resulting in the inclusion of a majority of industry voices on the selection panel as well as rapid turnarounds for communicating decisions. The first round of results were announced in [December 2018](#).

The Guidelines for the Touring Fund announced that a new 'Memorandum of Terms' would be developed by the Federation of Scottish Theatre working group. The documents presented here are the first result of that work. Members of the working group considered that additional support in the form of template agreements and guidance would also be useful, and we are in the process of developing these.

Documents included

- Code of Practice
- Touring Process outline – incorporates specific Touring Fund processes
- Initial Agreement checklist
- Evaluation checklist
- Sustainable touring guidance
- Data sharing template (not mandatory)

Documents still in development are:

- *Accessible touring guidance*
- *Contract template (not mandatory)*

Status

These documents are for immediate use in booking tours arising from the Creative Scotland Touring Fund. They are working documents at this stage and we welcome all feedback on them. The FST membership will consider them at its meeting on Thursday 28 March 2019. We will review them based on feedback and discussion at the Members' Meeting and Touring Forum, with a view to issuing any revisions in time for the second round of the Fund.

FST Touring Code of Practice

- Artists, companies, promoters, presenters and venues will treat one another with honesty and respect.
- To support the development of good relationships, every effort will be made to base Initial Agreements on face-to-face meetings. If face-to-face is not possible because of timing, geography or access, a virtual meeting should usually be scheduled.
- Special care will be taken in Initial Agreements to consider audiences and address collaborative marketing strategies. Discussions will cover both cost and capacity within all parties, so that reasonable expectations can be agreed at an early stage.
- Although Initial Agreements are not legal contracts, all those involved are expected to abide by the terms agreed unless exceptional circumstances intervene.
- Artists, companies, promoters, presenters and venues will work together to maximise the accessibility of touring theatre and dance to diverse audiences across Scotland.
- Artists, companies, promoters, presenters and venues will work together to minimise the carbon emissions and other environmental impacts related to touring theatre and dance in Scotland.
- The deadlines set out in the Process will be adhered to, unless all parties agree to amend them. This should be done exceptionally, in advance and in writing.
- All tours will be followed by a debrief to feed into meaningful evaluation. Best practice would be to schedule a face to face meeting, as with Initial Agreements.

Touring process outline

Touring fund process in blue boxes

The Touring Fund requires that artists/companies bid into the fund for their fees, and that box office is split between artists/companies and venues in an 80:20 split (net of booking fees and charges) in favour of the venue. This is intended to reduce the risk on both sides and to promote a shared focus on audience development. Both the venue and the company are expected to commit resource – time/human/material/cash – to the touring production, and these commitments should be documented in the Initial Agreement. Splits of resourcing will be agreed on a case by case basis.

Applications to the Touring Fund do not need to have secured venues. Once a bid has been successful, Creative Scotland will release 15% of the funding to cover the costs of work done to book the tour.

Initial Agreement Stage

1. During this period the artist/company will work on 'Initial Agreements' with venues. Venues should commit to responding to queries within a reasonable timeframe, with two weeks normally being considered reasonable. The response at this stage may be a holding reply; if this is the case, an indication of final decision date, or when the artist/company should check back, should be included. If the venue is definitely not interested in the work artists/companies should be informed as quickly as possible.

2. An Initial Agreement checklist has been developed as part of this Code.

3. The Initial Agreement process should normally involve a face-to-face meeting or, where that is not possible because of geographies, an online meeting. The Initial Agreement document may be completed by either the artist/company or the venue.

4. When booking tours, artists/companies and venues should consider sustainability and accessibility. Guidance on sustainable touring is available from Creative Carbon Scotland via the Green Arts Portal:

<https://www.creativecarbonscotland.com/gap/>

Before the Tour

5. As far as is reasonably possible, any area of costs not set out in the in the Initial Agreement (e.g. unforeseen technical costs, additional marketing expenditure in advance of/during a run) should be mutually agreed in advance by both parties and confirmed in writing in advance of any spend.

The second phase of touring funding will be triggered when Creative Scotland receive completed Initial Agreements for the tour.

During the Tour

6. The Initial Agreement will specify key contacts on both sides who will be expected to resolve issues as they arise. The formal contract will normally specify an arbiter in the event of failure to agree.

After the Tour

7. Number of tickets sold report will be emailed to the producer within five days of the final performance.
8. A settlement statement with all supporting paperwork should be sent to the producer no more than 14 days after the final performance and the settlement should be paid no more than 30 days after the final performance. It is the responsibility of the producer to ensure that an invoice is sent to the venue in sufficient time to enable them to meet these deadlines.
9. The final element of the process is a Debrief Meeting between the artist/company and the venue. A Debrief checklist has been developed as part of this Code.

The final 10% of the grant will be released once the Touring Fund grant holder provides a final report to Creative Scotland. Artists/companies retain their 20% of the box office and venues their 80%.

Initial Agreement Checklist

The Initial Agreement may be produced by the artist/company or the venue.

The Initial Agreement discussions should cover:

- Date(s) and time(s) of performance(s)
- Key deadlines including instance: on-sale date and marketing deadline; final tech information deadlines; deadline for any special FOH information etc.
- Length and times of get in and get out and the number of venue staff required for both
- Ticket prices, including booking fees, capacity, complimentary tickets, house seats and other seats not for sale
- Venue services and provisions for companies
- Extent of, and share of costs related to, accessible performances
- Share of costs related to accessibility for touring company and/or crew
- Contents of technical and artistic riders
- Exclusion zone/barring clause
- Audience development/adjunct activities (talks, workshops etc)
- Share of marketing capacity and costs, clearly indicating the resource the venues are committing in return for greater box office share
- VAT status
- Out-door/site specific requirements and/or licenses
- Specific requirements of the show which might incur additional cost, technical or otherwise, with a view to agreeing share of such costs
- Financial consequences of cancellation by either party or of failure to produce
- Billing/invoicing arrangements
- Shared goals/targets for the piece(s) (e.g. audience figures, geographic reach, engagement with new work etc)
- Evaluation data to be collected by either party (e.g. granularity of geographic location of audience – by postcode, by region, leaflet and other marketing distribution by area, etc)

Evaluation meeting checklist

The evaluation meeting should cover:

- Audience feedback
- Audience data
- Performance against targets agreed in the Initial Agreement
- Marketing arrangements
- Practical arrangements
- Technical arrangements
- Key challenges that surfaced during the production/engagement
- Unexpected changes or occurrences in the external environment
- Artist/company feedback, reflecting on the Code of Practice
- Venue/promoter feedback, reflecting on the Code of Practice

Sustainable Touring Guidance

(source: [Green Arts Portal](#))

A lot of your environmental work as a touring company will be focused on making your travel as efficient as possible. It is likely you will already be doing this in some capacity as efficient travel is often linked to financial savings.

More sustainable travel can be achieved in numerous ways including minimising the number of flights you take on an international and national basis; gaining more audiences per travel by arranging multiple dates at each venue; and researching local transport possibilities.

In addition to travel, think about your impact once you are working with a venue and in terms of sourcing production equipment, resources and staff locally, and choosing greener accommodation.

Shown from easiest to most difficult.

[Ask venues for their policies](#)

[Research local transport](#)

[Use a Green Rider](#)

[Pick Greener Accommodation](#)

[Source locally](#)

[More audiences per travel mile](#)

[Greener transport choices](#)

[Plan tours efficiently](#)