

# **CINEMA FILMS AGREEMENT**

**between**

**Producers Alliance for Cinema and Television**

**and**

**Equity**

**Agreement of 11 March 2002 including rates from 1  
September 2003**

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## CINEMA FILMS AGREEMENT

between

**PRODUCERS ALLIANCE FOR CINEMA & TELEVISION**

and

**EQUITY**

An Agreement made on 11 March 2002 between the Producers Alliance for Cinema & Television of 45 Mortimer Street, London W1W 8HJ (hereinafter called "the Association") representing its members (hereinafter referred to as "the Producer") of the one part, and Equity of Guild House, Upper St Martins Lane, London WC2H 9EG (hereinafter called "the Union") representing its members of the other part.

### Definitions

The following terms shall have the definitions applied to them throughout this Agreement and its Appendices:

**"Artist"** – any person engaged on a Film under the terms of this Agreement

**"Base"** - the designated place of work where the Artist carries out a substantial part of the Artist's services

**"Broken Week"** - a period of three consecutive days or less in the week following the final complete week of the period of first call or any extension thereof

**"Commercial tie-ins"** - the use of an Artist's performance name voice autograph or biography in connection with marketing advertisements (other than as provided for in clause F24 2) promotions publicity or commercial activities with third parties the purpose of which is to support the Film's marketing or promotion, provided that the Artist is not represented as personally endorsing the products or services referred to in such marketing or promotion

**"Distributor's Gross Receipts"** - Subject to the remainder of this definition for any market, medium and territory shall be 100% (one hundred percent) of the distributor's gross received from exploitation of the Film in the relevant market, medium and territory excluding gross receipts from all initial Use periods as set out in Appendix FA 4 (ii). For the purposes of calculating Royalty Payments arising from the distribution of Films to Premium Pay Television, Pay Per View Television and On Demand Television the term "Distributor's Gross Receipts" shall mean the total gross receipts derived by the distributor (who may be the Producer or a distributor licensed by the Producer) from licensing the right to exhibit the Film on Premium Pay Television Pay Per View Television and On Demand Television in the relevant territory excluding gross receipts from all initial Use periods. In the case of any Film which is produced under financing arrangements pursuant to which a third party foreign producer or distributor that is not associated with the Producer provides or guarantees any of the financing for the production of the Film or furnishes any other consideration for such production and such foreign producer or distributor acquires one or more foreign territories for the distribution of the Film, then no monies from any such distribution in any such foreign territory shall be included in "Distributor's Gross Receipts" except to the extent such foreign producer or distributor is obliged to account to the Producer or to the distributor of the relevant Film for such monies. If the distributor of a Film does not distribute that Film directly in markets in respect to which Royalty Payments are payable but engages a sub-distributor, then "Distributor's Gross Receipts" shall be the total gross receipts derived by such sub-distributor from the relevant market, media or territory excluding gross receipts from all initial Use periods. In the case of an outright sale of relevant distribution rights for the entire world, or any territory or country, the income derived by the seller from such sale, but not the income realised by the purchaser or licensee of such rights, shall be the "Distributor's Gross Receipts" excluding gross receipts from all initial Use periods. If such outright sale shall include more than one Film or if it shall consist of other rights as well as rights in the Film then the Producer shall allocate to the Film a fair and reasonable portion of the sales price that shall for the purposes of this Agreement be the Distributor's Gross Receipts. If the licence period of any Use of a Film is not wholly contained within an Initial Use period, then Distributor's Gross Receipts from such a licence shall only be

calculated in respect of that portion of the licence that lies outside the Initial Use period. The amount of Distributor's Gross Receipts in such cases shall be determined by reference to the proportion of the licence fee allocated in such licences to the period outside the Initial Use period

**"Distributor's Gross Videogram Receipts"** - If the Producer is the distributor of the Film or if the distributor is owned by or affiliated with the Producer, "Distributor's Gross Videogram Receipts" derived from distribution of Videograms shall be 20% (twenty percent) of the worldwide wholesale receipts derived by the distributor. If the distributor is not the Producer and is not owned by or affiliated with the Producer, "Distributor's Gross Videogram Receipts" shall be 100% (one hundred percent) of the fees received by the Producer from licensing the right to distribute Videograms of the relevant Film. If the Film is financed by way of arrangements pursuant to which a third party foreign producer or distributor that is not associated with the Producer provides or guarantees any of the financing for the production of the Film or furnishes any other consideration for such production and such foreign producer or distributor acquires one or more foreign territories for the distribution of the Film by Videogram, then no monies from any such distribution in the relevant foreign territory shall be included in "Distributor's Gross Videogram Receipts" except to the extent such foreign producer or distributor is obliged to account to Producer or to the distributor of the relevant Film for such monies. In the case of an outright sale of distribution rights for the entire world, or any territory or country, the income derived by the seller from such sale, but not the income realised by the purchaser or licensee of such rights, shall be the "Distributor's Gross Videogram Receipts"

The terms "Distributor's Gross Receipts" and "Distributor's Gross Videogram Receipts" shall not include:

- sums realised or held by way of deposit or security, until and unless earned, other than such sums which are non-returnable;
- rebates, credits or repayments for Videograms returned (and, in this connection, the Producer shall have the right to set up a reasonable reserve for returns);
- sums required to be paid or withheld as taxes (including, without limitation, remittance taxes, sales taxes or VAT) based on the actual receipts of the relevant Film or on any monies to be remitted to or by the Producer or such other distributor, but there shall not be excluded from these terms any income tax or similar tax payable by the Producer or a relevant distributor on its income or for the privilege of doing business; and
- frozen foreign currency until the Producer shall either have the right freely to use such foreign currency or the Producer or the relevant distributor has the right to transmit to the Producer or distributor such foreign currency from the country or territory where it is frozen. The Producer shall inform the Union of any such frozen foreign currency amounts on any Film.

**"Interactive Use"** - CD Roms, video games or other interactive devices

**"Internet Use"** - computer-generated, computer-mediated or computer-assisted transmission, reception, recording or display of the Film for reception on computer or similar equipment for any purpose other than for publicising or promoting the Film

**"Location"** - a Non-Resident Location, Resident Location or Overseas Location

**"Merchandising"** - the commercial exploitation of products, goods, articles and Commercial tie-ins where a payment is made to the Producer with or derived from the Film or anything appearing therein

**"Net Profit"** for any Film shall be as that term or any equivalent (e.g. Defined Proceeds, Net Proceeds) is defined in the financing document for the largest contributor of finance to the Film. In the absence of such term and/or document then the standard definition used by the largest contributor of finance to the Film shall apply

**"Non Resident Location"** - a Location to and from which the Artist can travel at the start and end of each day from and to their Base. Where the Base is within a 20-mile radius of Charing Cross (or in the case of a recognised studio a radius of 30 miles of Charing Cross) a Non Resident Location shall be any place outside these radii. For all other areas a Non Resident Location will be any place outside a radius of 10 miles of the Base

**"Non Theatric Use"** - the direct exhibition to audiences who are not required to make a specific payment for the viewing of the Film

**"On Demand Television"** - any encrypted pay TV service for which a subscriber is charged a separate fee over and above any basic pay TV service subscription for viewing any programme or group of programmes on the service at a time determined by the subscriber

**"Overseas Location"** - A Location outside the United Kingdom

**"Overtime and Premium Payments"** - those payments made in consideration of the Artist rendering services at times for which additional payments are required by the Agreement; such payments shall be calculated on the basis of the Performance Salary or session fee

**"Pay Per View Television"** - any encrypted pay TV service for which a subscriber is charged a separate fee over and above any basic pay TV service subscription for viewing any programme or group of programmes on the service at a time scheduled by the service provider. In this definition "service" includes without limitation Pay Per View Television services provided in hotels

**"Performance Salary"** – the basic payment for the engagement whether this is daily, weekly or per session in consideration of which the Artist attends to render services

**"Premium Pay Television"** - any encrypted pay TV service for which a subscriber is charged a separate fee for viewing the channel over and above any basic pay TV service subscription

**"Production Budget"** - the pre-production estimate of the aggregate of all costs, charges and expenses to be paid or incurred in connection with the production of the Film. It is not possible to provide a comprehensive list of what counts as Production Budget. What follows is a guide without limitation to the type of expenditure that would normally be included as part of Production Budget:

- \* the cost of the story and scenario to be used for a Film;
- \* salaries, fees, benefits in kind, travelling and subsistence expenses, and all associated costs such as NIC and payroll taxes, of people involved in the making of the Film. This will include payments to foreign nationals and corresponding tax charges imposed by overseas fiscal authorities. These costs will typically include payments to those employed in directing and producing a Film, cast including extras, technical staff, etc. A proportion of expenditure on stills photographers and those engaged in processing and titling, etc., may also be included to the extent that the work is directly related to the production stages of the Film;
- \* studio costs and corresponding labour costs related to the production of the Film;
- \* cost of set construction and operations;
- \* wardrobe and accessories;
- \* sound synchronisation;
- \* visual and special effects
- \* general production overheads attributable to the Film;
- \* location costs, including the rental of facilities on location and costs of transportation to the location;
- \* Skills Investment Fund contributions and Pact levy;
- \* financing charges whether levied by a third party financier or as calculated in accordance with the Producer's standard practice and procedure;
- \* completion bond fee and any contingency;
- \* rights to pre-existing works including formats, music, and film material (stock footage);
- \* development costs;
- \* administrative fees and overhead charges

**"Production Cost"** - the aggregate of all costs, charges and expenses paid or incurred in connection with the production of the Film. It is not possible to provide a comprehensive list of what counts as Production Cost. What follows is a guide without limitation to the type of expenditure that would normally be included as part of Production Cost:

- \* the cost of the story and scenario to be used for a Film;
- \* salaries, fees, benefits in kind, travelling and subsistence expenses, and all associated costs such as NIC and payroll taxes, of people involved in the making of the Film. This will include payments to foreign nationals and corresponding tax charges imposed by overseas fiscal authorities. These costs will typically include payments to those employed in directing and producing a Film, cast including extras, technical staff, etc. A proportion of expenditure on stills photographers and those engaged in

- processing and titling, etc., may also be included to the extent that the work is directly related to the production stages of the Film;
- \* studio costs and corresponding labour costs related to the production of the Film;
  - \* cost of set construction and operations;
  - \* wardrobe and accessories;
  - \* sound synchronisation;
  - \* visual and special effects
  - \* general production overheads attributable to the Film;
  - \* location costs, including the rental of facilities on location and costs of transportation to the location;
  - \* Skills Investment Fund contributions and Pact levy;
  - \* financing charges whether levied by a third party financier or as calculated in accordance with the Producer's standard practice and procedure;
  - \* Completion bond fees;
  - \* rights to pre-existing works including formats, music, and film material (stock footage);
  - \* development costs;
  - \* administrative fees and overhead charges.

**"Publishing"** - any publications of the screenplay or of any novelisation of the Film or any publication concerning the making of the Film

**"Resident Location"** - a Location within the United Kingdom to and from which daily travel to and from the Base is not feasible, and where the Producer consequently provides the Artist(s) with overnight accommodation

**"Total Applicable Salary"** - the aggregate of those payments on which Use Fees are calculated (See Appendix FG)

**"UK Network Terrestrial Television"** - BBC1, BBC2, ITV1, C4 (including S4C) and Five

**"UK Secondary Television"** - either (i) any UK free to air service other than UK Network Terrestrial Television, or (ii) any UK encrypted pay TV channel for which a subscriber is charged a periodic fee for receiving a channel as part of a basic package of services, and specifically excluding any Premium Pay, Pay Per View and On Demand Television channels

**"Use"** - a method of exploitation of a recording of the Artist's performance including those set out in Appendix FA

**"Use Fees"** - those payments that are made in consideration of the Producer being entitled to permit Uses as set out in Appendix FA

**"Videogram"** - any form of device e.g. videodisc, DVD or videocassette offered for sale or rental to the general public for viewing of the Film in the home

## **Clause F1 DATE OF COMMENCEMENT**

This Agreement and its Appendices (hereinafter called the Agreement) shall commence on 11 March 2002.

## **Clause F2 SCOPE AND INTENTION OF THE AGREEMENT**

1. This Agreement sets forth minimum terms and conditions for all Artists (excluding instrumental musicians and crowd artistes performing only in those capacities) when engaged for Films produced primarily for theatrical (cinema) exhibition by Producers.
2. The Association and the Union agree that the spirit and intention of the Agreement is to create, maintain and further good relations between Producers and Artists to encourage successful British Film production for the mutual benefit of both. The Union is recognised by the Association and the Association by the Union for the purpose of collective bargaining, as the sole representative organisations of Artists and Producers within the scope of this Agreement.

**Clause F3 DURATION AND TERMINATION**

1. This Agreement shall continue in full force and effect from the date of commencement until 31 March 2005 and thereafter until terminated or amended by agreement. Either party may terminate the Agreement by giving three months written notice of termination. Such notice may be given at any time after 1 January 2005.
2. Amendments to the Agreement can be sought by either party giving not less than three months written notice of such amendments. This may be given at any time after 1 January 2005.
3. The provisions relating to On Demand Television shall be reviewed by both parties two years from the date of commencement.
4. Appendix FG sets out rates and payments that will apply after 1 September 2003.

**Clause F4 UNDERTAKINGS OF THE ASSOCIATION AND THE PRODUCERS**

The Association and the Producers undertake and agree that the form of engagement of Artists (including Artists employed by a sub-contractor) for Films shall be deemed to incorporate the terms of this Agreement and shall be made upon the appropriate standard Artist's Form of Engagement (see Appendix FH) or such other form of engagement as may be individually negotiated.

**Clause F5 UNDERTAKINGS OF THE UNION AND THE ARTISTS**

The Union and the Artists undertake and agree:-

1. that the Artists shall to the best of the Artists' abilities interpret the Artists' parts and render all services required of the Artists under this Agreement, and under the Artists' respective engagements with the Producers in such a manner as the Producers may direct, and (subject to the relevant provisions of this Agreement) at such places and at such times as the Producers may require;
2. that the Artists, when on first or second call, shall keep their employing Producer informed of their current addresses and telephone numbers.

**Clause F6 ENGAGEMENTS AND CASTING**

1. For engagements relating to stunt performers and arrangers, session singers, choreographers, and voicing and voice-over artists the contents of Appendices FB, FC, FD and FE respectively shall apply.
2. Before the start of an engagement the Artist shall receive the appropriate completed form of engagement that should include a clear statement of any variations provided for in Clause F7 which it is intended should apply to the engagement concerned.
3. The Artist's form of engagement shall state whether or not the Producer has the right to dub the Artist's voice. If this right is not expressly granted to the Producer in the Artist's form of engagement, the Producer shall have no right to dub the Artist's voice except for the purposes described below.
4. Notwithstanding the above, in the absence of any special stipulation to the contrary, the Producer shall have the right to dub the Artist's voice for the purpose of foreign language versions, or for retakes, or added scenes required at a time when the Artist is not reasonably available.
5. The Producer shall be entitled to include in the Film recordings in any language of the world other than English (and in the English language also if the Film has been delivered to a distributor thereof or the Artist is in breach of this Agreement or if after 7 days' notice the Artist is unwilling, unavailable or unable to attend at such times and places as the Producer may reasonably designate) of the voice or voices of another person or other persons speaking the lines and making the sound effects of the Artist's visual portrayal of the Artist's role.

6. The Producer shall have the right to use another person or persons portraying the Artist's role provided that such other person or persons shall so far as is reasonable be visibly indistinguishable from the Artist in the following circumstances:
  - a) in scenes which in the opinion of the Producer would impose an undesirable risk upon the Artist
  - b) in scenes which do not involve the use of professional skill in dramatic interpretation and in which no feature identifiable as being other than that of the Artist appears on the screen
  - c) for retakes or added scenes required at a time when the Artist is not reasonably available
  - d) in scenes involving nudity, semi-nudity or simulated sex acts in accordance with Clause F35 5(b)
  - e) where the Artist does not possess special talents, including singing or physical capability, that the Producer requires for the performance of the role
  - f) otherwise by agreement with the Artist.
7. It shall be the policy of the Producers in so far as it is reasonable and practicable to offer engagements subject to this Agreement to experienced professional performers. If the Producer has engaged an Artist with no previous professional experience other than a registered graduate from an accredited dance or drama course, the Union will be notified as soon as possible. Such courses are those accredited to the National Council for Drama Training and Council for Dance Education and Training.
8. The Artist or the Artist's Agent shall be notified in advance of either an audition or recall if videotaping is to be deployed and such tapes must be destroyed after the completion of casting for the production.
9. The purpose of videotaping an audition or recall should only be to assess the Artist's suitability for the role not as an aid to the development and presentation of any production idea.

#### **Clause F7 VARIATIONS TO THE STANDARD CONTRACT**

1. In the event that a Clause in this Agreement is not varied by special stipulation in an Artist's contract then the provisions of that Clause shall apply.
2. A contract for an Artist's engagement that, subject to Clause F7 3 below, varies standard terms and conditions of this Agreement may be offered to an Artist whose Performance Salary exceeds a total of £1,095.00 per week.
3. Clauses in this Agreement which may be varied by special stipulation in such a contract are numbers F8, F9, F11, F12, F13, F14 except 14.2, F19, F24, F25, and F26.
4. The overtime provisions F15 may be varied where an Artist's weekly Performance Salary is in excess of £3,285.00.
5. Any variations by special stipulation in accordance with sub-Clauses 2, 3 or 4 above must be agreed by both parties to the contract in advance.

#### **Clause F8 DAILY ENGAGEMENTS**

1. **Daily Salary**  
The Artist's Form of Engagement shall specify the Artist's daily Performance Salary, which shall not be less than £100.
  - i) **Rehearsal**  
Where the Artist is engaged for rehearsals on a daily engagement then the Performance Salary shall be paid and Use Fee payments shall be made according to Appendix FA.
  - ii) **Training/Preparation Periods**  
Where the Producer requires the Artist to acquire a specific skill(s) or is required to undertake specific research for their role then this shall be subject to separate negotiation with the Artist.

iii) Script Readings, Script Conferences & Read Throughs

When a script reading, script conference or read through is nominated as such it shall be paid for at the Artist's negotiated daily Performance Salary. These payments shall not be included in the Artist's Total Applicable Salary.

**2. First Call and the Guaranteed Period**

The Artist's Form of Engagement shall specify a guaranteed period during which an Artist shall be on first call to the Producer (hereinafter called "the Guaranteed Period"). The Artist's Form of Engagement shall also specify the date on which the Guaranteed Period begins.

**3. Two or More Guaranteed Periods**

In the event that the Artist is engaged for two or more separate Guaranteed Periods each such period shall be treated for the purposes of this Agreement as though it were a separate engagement.

**4. Guaranteed Sum and Supplementary Payments**

(i) The Artist's Form of Engagement shall specify a Guaranteed Sum, which shall be the multiple of the Artist's daily Performance Salary and the minimum number of days for which the Artist's services may be required during the Guaranteed Period.

(ii) The Producer shall pay to the Artist the following supplementary payments in respect of each week of the Guaranteed Period or part thereof:-

(a) During the specified Guaranteed Period where the Artist is on first call but is only required to work one day in any consecutive seven day period then the Artist shall receive in addition to their negotiated Performance Salary, a supplementary performance payment equal to the Artist's Performance Salary subject to a maximum of £200.00.

(b) During the specified Guaranteed Period where the Artist is on first call but is not required to work in any consecutive seven day period then the Artist shall receive a supplementary performance payment of twice the Artist's negotiated daily Performance Salary subject to a maximum of £400.00.

(c) During the specified Guaranteed Period where the Artist is on first call but is required to work two days or more in any consecutive seven day period then the Artist shall not be entitled to receive a supplementary performance payment.

(iii) Supplementary performance payments shall be included in the Total Applicable Salary.

**5. Extension of First Call**

(i) The Producer shall be entitled to extend the original period of first call by a period of up to equivalent length. On occasions circumstances may require longer periods of extension but on any Film where this occurs the Union has the right to refer any or all such longer extensions to the Joint Films Council.

(ii) Notice to extend the period of first call shall be made in writing by recorded delivery not less than three days prior to the last day of the Guaranteed Period to the last known address of the Artist and also to that of the designated agent or representative of the Artist where applicable.

(iii) If the Artist, in order to be free to accept a bona fide offer of a professional engagement, shall request in writing the release as from a given date from the obligation to accept the extension of the period of first call, the Producer shall reply in writing to such a request within 24 hours (or if such a request is received by the Producer on a Saturday or Sunday or a Declared Holiday, the Producer shall reply not later than the following day on which work takes place). Failing such reply, the Producer shall be deemed to have consented to such release. If the Producer refuses such consent then the Producer shall be deemed to have extended the first call period up to and including such given date.

**6. Stand-by on Daily Salary Engagements**

Whenever an Artist is called and attends at the Base or Location without being required to rehearse or perform on the set and remains in attendance for up to five and a half hours from the time of call, and

is then dismissed, payment shall be made at one half the daily Performance Salary subject to a minimum of the daily payment in Appendix FA 1. If the Artist is not dismissed at or before this period of time but, and at the request of the Producer, remains available at the Base or Location for more than five and a half hours, the balance of the daily Performance Salary shall be paid.

**7. Resident Locations**

Any Artist engaged on a daily salary basis for work on a Resident Location shall be paid for all days when not rendering services.

**8. Overseas Locations of more than two nights**

Artists engaged for Overseas Locations shall be given a weekly contract if their engagement involves a stay of more than two nights at the Overseas Location.

**9. Additional Periods of First Call outside the Guaranteed Period or any extension thereof.**

In the event that the Artist agrees to a period of first call outside the Guaranteed Period or any extension thereof the Producer shall engage the Artist on a separate Form of Engagement. This new engagement shall not form part of the principal contract and shall not be deemed to have commenced or extended the period of such main contract.

**Clause F9 WEEKLY ENGAGEMENTS**

**1. Weekly Salaries**

The Artists Form of Engagement shall specify the weekly Performance Salary to the Artist, which shall not be less than £400.

**2. Rehearsal**

i) Where the Guaranteed Period includes up to one week of rehearsal then Performance Salary and Use Fee payments shall be made according to Appendix FA.

ii) For any additional rehearsal that directly precedes the period specified in sub Clause (i) above the Artist shall receive their negotiated Performance Salary plus 50 per cent of the Use Fees as set out in Appendix FA.

**3. Training/Preparation Periods**

Where the Producer requires the Artist to acquire a specific skill(s) or is required to undertake specific research for their role then this shall be subject to separate negotiation with the Artist.

**4. Script Readings, Script Conferences & Read Throughs**

When a script reading, script conference or read through is nominated as such it shall be paid for at the Artists daily Performance Salary. This payment shall not be included in the Artist's Total Applicable Salary.

**5. Daily Performance Salaries**

The Artist's Form of Engagement shall specify the Artist's daily Performance Salary for the purpose of Clauses F11, F13 2 F15 and F24 and this shall not be less than one-quarter of the Artist's weekly Performance Salary provided that the daily Performance Salary shall not be less than the current minimum daily Performance Salary. (See Appendix FA)

**6. First Call and Guaranteed Period**

The Artist's Form of Engagement shall provide for a period during which the Artist shall be on first call to the Producer (hereinafter called the "Guaranteed Period"). The Artist's Form of Engagement shall specify the day upon which the Guaranteed Period shall begin. The Producer may vary the beginning of the Guaranteed Period by as many days as there are complete weeks in the Guaranteed Period subject to a maximum of seven days.

**7. Two or More Separate Guaranteed Periods**

In the event that the Artist is engaged for two or more separate Guaranteed Periods each such period shall be treated for the purposes of this Agreement as though it were a separate engagement.

## **8. Extension of First Call**

- (i) The Producer shall be entitled to extend the original period of first call by a period of up to the original Guaranteed Period. On occasions circumstances may require longer periods of extension but on any Film where this occurs the Union has the right to refer any or all such longer extensions to the Joint Films Council.
- (ii) Notice to extend the period of first call shall be made in writing by recorded delivery not less than three days prior to the last day of the Guaranteed Period to the last known address of the Artist and also to that of the designated agent or representative of the Artist where applicable.
- (iii) If the Artist, in order to be free to accept a bona fide offer of a professional engagement, shall request in writing the release as from a given date from the obligation to accept the extension of the period of first call, the Producer shall reply in writing to such request within 24 hours (or if such request is received by the Producer on a Saturday or Sunday or a Declared Holiday, the Producer shall reply not later than the following day on which work takes place). Failing such reply, the Producer shall be deemed to have consented to such release. If the Producer refuses such consent then the Producer shall be deemed to have extended the first call period up to and including such given date.

9. For each complete week of the Artist's Guaranteed Period, or any extension thereof, the Producer shall pay the Artist the weekly Performance Salary, unless the Artist is released on request for any days or half days in which case a proportional amount will be deducted from the weekly Performance Salary. Where the Guaranteed Period exceeds one week e.g. two weeks, the Producer may at its option pay for a Broken Week at the end of such period either the weekly Performance Salary or the daily Performance Salary for each day thereof.

## **10. Additional Periods of First Call outside the Guaranteed Period or any Extension thereof**

In the event that the Artist agrees to a period of first call outside the Guaranteed Period or any extension thereof the Producer shall engage the Artist on a separate Form of Engagement. Such engagement shall not form part of the principal contract and shall not be deemed to have commenced or extended the period of such contract.

## **Clause F10 NOTIFICATION OF ATTENDANCE DURING FIRST CALL**

### **1. For an Artist engaged on a daily basis**

The Producer shall normally inform the Artist of a call to work not later than 20.00 hours on the day preceding the day on which the Artist is required to render services.

### **2. For an Artist engaged on a weekly basis**

The Producer shall inform the Artist as early as possible when to attend and shall normally notify the Artist if there is a change to the schedule no later than 20.00 hours on the day preceding the day on which the Artist is required to render services.

## **Clause F11 SECOND CALL**

1. The Artist shall be on second call to the Producer (i.e. subject only to an Artist's prior commitment to professional engagements elsewhere) as set out hereunder. The provisions of this Clause can apply either before or after the period of first call.
2. From the day on which the Artist has accepted an engagement on a Film until the first day of the Guaranteed Period, the Artist shall be available on second call for the purposes set out in sub-Clauses (i) (ii) and (iii) of this Clause. For such purposes the Artist shall be paid by the Producer as set out in the sub-Clauses below.
  - (i) **Publicity Stills**  
All reasonable expenses that the Artist has incurred in attending a call for publicity stills. Appropriate receipts wherever possible shall be provided particularly for travel and meals.

**(ii) Rehearsals and Script Readings**

- (a) Where the period of rehearsal or script reading does not exceed one half of the Guaranteed Period, one half of the daily or weekly Performance Salary for each such day or week of rehearsal
- (b) Where the period of rehearsal exceeds one half of the Guaranteed Period, the full daily or weekly Performance Salary for each day or week of such excess rehearsal period.
- (c) When a script reading is nominated as such it shall be paid for at the daily Performance Salary. This payment shall not be included in the Artist's Total Applicable Salary.

**(iii) Make-up, Hairdressing, Wig and Wardrobe fitting, Camera tests etc & Post Synchronisation.**

- (a) For each day on which an Artist attends for the purposes of make-up, hairdressing, wig and wardrobe fitting, camera tests, etc. the Artist shall be paid one half of the negotiated daily Performance Salary subject to a maximum of one quarter of the weekly Performance Salary unless varied by Clause F7 above. These payments shall not be included in the Artist's Total Applicable Salary.
- (b) After the expiry of the Guaranteed Period or any extension thereof, the Artist shall be on second call until the completion of the production and shall be entitled to payment for services rendered as follows:-
  - (i) Full daily Performance Salary when the Artist works for a day following a call by the Producer. In which event the Producer may call the Artist up to 20.00 hours on the day preceding the call.
  - (ii) Half daily Performance Salary when the Artist stands by, following a call by the Producer, provided that when the Producer gives the Artist less than 24 hours notice, the full daily Performance Salary will be payable. This payment shall not be included in the Artist's Total Applicable Salary.
  - (iii) Half daily Performance Salary subject to a minimum of the current minimum daily rate for post synchronisation up to five hours in any one day.
  - (iv) Full daily Performance Salary for post synchronisation where such exceeds five hours in any one day.

**Clause F12 PAYMENT**

**1. Payment**

The Producer shall pay to the Artist all moneys owing for the services of the Artist in any seven-day period ending on Saturday, not later than the Friday of the following week whether or not an invoice has been received. This method of payment will not apply where a VAT invoice is required or where an agent has agreed a variation to the payment terms where payment is made in agreed instalments. The Artist may, at any time in writing, request that monies due to the Artist should be paid to a person or address other than that specified in the Form of Engagement.

**2. Penalties for Late Payment**

If the Artist has signed a form of engagement and/or performed their obligations under this Agreement, then where a payment for an engagement is not made on the due date as set in Clause F12 1 above (other than in the event of a formal dispute having been instigated in accordance with Clause F28) the Producer shall pay a penalty of £ 7.00 a day to the Artist for the number of days the payment is late subject to a maximum of ten days, save that nothing shall prevent an Artist from claiming any additional sums that may be due under any statutory provisions.

**3. The Producer shall provide upon reasonable request from the Artist or their representative full details of all payments made to the Artist and such details shall be provided within 30 days of the request.**

### **Clause F13 WORKING WEEK - WEEKLY ENGAGEMENTS**

1. Each successive period of seven consecutive days beginning on the first day of first call shall constitute a week of the Artist's engagement on that Film.
2. In any week the Artist may be required to work on more than five days but not normally more than six days. If an Artist works on a sixth day a further payment equal to the Artist's daily Performance Salary shall be made.
3. On Resident Locations of two weeks or more there can be aggregation of working days over the whole period of the Resident Location subject to an average of five days work in each week. Where this average over the period is exceeded as a result of aggregation then the appropriate additional payments for each day in excess of this average shall be made.

### **Clause F14 WORKING DAY**

1. **Starting Time**  
The working day, including the Artist's preparation for the Artist's part, shall normally commence between 07.00 hours and 10.00 hours but all work shall be deemed to start not later than 10.00 hours even if the actual start is later.
2. **Length of Normal Day or Night**  
A working day or night shall be ten hours including a break of one hour for a meal. The length of the working day may be changed in accordance with sub-Clause 3 hereunder. If a working night involves hazardous work then the working night shall be reduced to eight hours in accordance with statutory requirements.
3. **Continuous Working Day**  
Provided that agreement has been reached at the pre-production or other comparable meeting(s) the working day will consist of eight hours without cessation of work for a meal. Such working day or days will normally take place between 07.00 hours and 19.00 hours.
  - (i) Overtime provisions will apply in the event that work continues beyond eight hours. Such overtime will not be scheduled and in the event that overtime is called, it shall not exceed two hours on any one day except in emergencies.
  - (ii) The Producer will provide a running buffet at no cost to the Artists. Dependent on the time of day the appropriate meals will be available.
  - (iii) The provisions of sub-Clauses 10(i) and 10(ii) hereunder do not apply.
  - (iv) The Producer shall use its best endeavours to ensure that the Artists are able to take refreshments whilst not actually working. The timing and frequency of the opportunities to do so will depend on operational requirements.
4. **Make-up, Hairdressing and Wardrobe**
  - (i) Artists shall be available for Make-up, Hairdressing and Wardrobe which time shall be part of the working day.
  - (ii) When shooting continues beyond the end of the normal working day and on that day Make-up, Hairdressing and Wardrobe for any Artist has taken either up to one half hour or up to one hour, the first half hour or hour of the extension of the normal day shall be paid to such Artist at straight time.
5. **Agreement to vary sub-Clauses 2 and 3 above**  
Subject to discussions at the pre-production or other comparable meeting(s) alternative starting times may be arranged in respect of days falling under either sub-Clauses 2 and 3 above to meet the requirements of a production. Producers will however schedule to ensure that such variations are applied only where essential.

**6. Extended Days**

Work which is restricted to night exteriors or which cannot be undertaken in daytime and which extends beyond 22.00 hours but does not extend beyond midnight, shall not be regarded as night work. Such work shall be paid for as overtime to those Artists who are entitled to claim overtime payments (see Clauses F7 and F15) and the overtime will commence from the time of termination of the Artist's scheduled working day.

**7. Night work**

Night work is specially called as such and scheduled to extend beyond midnight. Artists on night work will be paid in accordance with the provisions of Clause F15.

**8. Dawn Calls**

Work that cannot be undertaken during the normal working day owing to factors such as light (e.g. sunrise) or restricted access to thoroughfares or locations may require a dawn call. A dawn call may commence at 04.00 and continue until 09.00 hours or no later than 05.00 hours and continue until 10.00 hours. Overtime provisions shall apply after 09.00 or 10.00 hours as if the normal day had been worked. Any call that commences after 05.00 shall be paid at the overtime rate until 07.00 when the normal day shall commence.

**9. Dancers - Rehearsal Days**

The working day for a dancer on a rehearsal day shall be nine hours including a meal break of one hour.

**10. Meal Breaks**

(i) **Studio**

Artists shall be given a meal break of one hour which shall normally commence between 12.00 hours and 14.00 hours but in any event not later than five and a half hours from the unit call excluding make-up time.

(ii) **Lot and Location**

Artists shall be given a meal break of one hour to be taken at a time to be agreed, but in any event not later than five and a half hours from the unit call or completion of the last meal break, excluding make-up time, whichever is the later.

(iii) **Night work**

Artists on night work shall be given a meal break of one hour that shall commence not later than five hours (excluding make-up time) from the starting time.

(iv) **During Overtime**

(a) Where overtime continues for more than one hour, but less than one hour and a half, there shall be no meal or refreshment break. The Producer shall in those circumstances provide light refreshments, which shall be consumed while work continues.

(b) Where work continues beyond one and a half hours of overtime the Producer shall:-

**EITHER**

give a break of one hour at the end of the normal day, during which a meal shall be provided by the Producer and paid for by the Artist,

**OR**

give a break of 15 minutes not later than one and a half hours after the end of the working day during which light refreshments shall be provided by the Producer. In these circumstances work shall terminate 45 minutes before the scheduled finishing time but the Artists shall be paid as if the work had terminated at the scheduled hour.

(v) **Curtailement or Cancellation of Meal Breaks**

It is recognised that it is advisable that Artists shall get the appropriate meal breaks. It is sometimes essential that meal breaks have to be curtailed or cancelled (for operational requirements). Overtime provisions will apply for the time thus cancelled or curtailed but such time may not be aggregated over the working week.

## **11. Break Between Calls**

- (i) Except as provided for in sub-Clause 6 above, the minimum break between the completion of call and recall shall normally be twelve hours. There may be occasions when it is unavoidable that such a break is reduced to eleven hours and the Producer shall, where possible, consult the Union beforehand. If the occasion arises when the Union cannot be contacted, the Producer may continue production and inform the Union as soon as possible. Hours worked into the twelve hour break may not be aggregated.
- (ii) In exceptional circumstances the minimum break of eleven hours may be waived by agreement with the authorised Union Official, in which case over-time rates will apply to those hours by which the eleven hour break is curtailed, and such hours may not be aggregated provided that where it is impracticable or not possible to reach agreement with the Union Official beforehand, the Producer shall inform the Union Head Office as soon as possible of the event and the circumstances surrounding it.

## **Clause F15 OVERTIME AND PREMIUM PAYMENTS**

1. Overtime, when applicable, will be payable in addition to the Artist's Performance Salary according to the following rate. Hourly payments for overtime shall be at one third the daily Performance Salary subject to a maximum of £ 59.00 per hour or part thereof. These payments shall not be included in the Artist's Total Applicable Salary. The Overtime Provisions in F15 may be varied where an Artist's weekly Performance Salary is in excess of £3,122.00.
2. Overtime shall be limited to four hours per day, and any additional overtime shall be subject to local discussion.
3. Notwithstanding the provisions of this Clause, Artists shall work 15 minutes overtime without payment to complete a "take" when so requested at the end of the working day or night. In the event that overtime is extended beyond this 15 minutes, this period shall be included within the extension for the purposes of payment.
4. On Resident Locations, an Artist's hours including overtime may be aggregated over a week provided that the Artist is engaged by the week, excepting those hours worked under the provisions of Clauses F14 10 and 11. Producers shall take all reasonable steps to prevent abuses of aggregation of hours. In the event that the Union considers that abuses have taken place, the Union may refer the operation of these provisions to the Joint Films Council.
5. **Night work and work on the Seventh Day and Declared Holidays**
  - (i) Artists engaged on a daily salary of less than one-fourth of the Performance Salary set out in Clause F7 2 when rendering services on night work (except on resident locations - see sub-Clause 5(ii) hereunder) or on the seventh day or a Declared Holiday, shall be paid an additional sum of one half of their daily Performance Salary. This payment shall not be included in the Artist's Total Applicable Salary.
  - (ii) On Resident Locations, payments for night work shall not attract any premium rates. The normal daily Performance Salary will be payable, other than for hours in excess of those stipulated in Clauses F14 2 and 3 respectively.
  - (iii) Whenever a Declared Holiday occurs during the Artist's Guaranteed Period, such period shall be automatically extended unless the Artist worked on any such day.
  - (iv) Declared Holidays in England and Wales are Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, the May Day Holiday, Spring Bank Holiday, Late Summer Bank Holiday and such other days which may be declared in England and Wales in addition or in variation of the above. In Scotland and Northern Ireland Declared Holidays are those pertaining in that country.

**Clause F16 USE FEES AND RIGHTS**

1. Payments for Uses and Rights are set out in Appendix FA.
2. Any rights of exhibition, transmission or other exploitation of the Film that are not provided for in this Agreement shall be subject to separate agreement between the Producer and the Union. Such agreement shall be deemed to be included in and part of the original contract between the Producer and the Artist relating to the Film.

**Clause F17 CREDITS**

1. The Producer recognises the importance of credits for all Artists contracted under this Agreement. The Producer undertakes to endeavour to ensure that in normal circumstances, and provided that such Artists appear recognisably in the Film as released, Artists will be given credit on screen in the Film as initially theatrically released subject to the requirements of the financiers or distributors.
2. No casual or inadvertent failure by the Producer or failure or refusal by third parties to accord the Artist a credit in accordance with this Clause shall constitute a breach of this Agreement by the Producer and the Artist will not be able to claim any damages for such a failure or be entitled to prevent the exhibition, distribution, advertising, exploitation or marketing of the Film.

**Clause F18 ASSIGNMENT & JURISDICTION**

1. The Producer may at any time assign to any person, firm or company the whole or any part of the benefit of the Artist's engagement. If the Producer assigns all its rights title and interest in and to the Film to a third party, then the Producer shall use all reasonable endeavours to ensure that the assignee assumes all the rights benefits and obligations of the Producer under the Artist's Form of Engagement and the assignment shall include a Clause requiring the third party to ensure that all rights benefits and obligations under the Agreement shall be incorporated in all and any future and further assignments of all of the rights title and interest in and to the Film. The Artist shall thereupon render services to the assignee and shall look to the assignee for fulfilment of the Producer's obligations. Any such assignment of all its rights title and interest in and to the Film should be promptly notified by the Producer to the Association and the Union.
2. This Agreement is to be governed by and construed in accordance with the law of England and Wales and the parties hereto submit to the exclusive jurisdiction of the English and Welsh Courts.

**Clause F19 HOLIDAY ENTITLEMENT**

1. An Artist shall be entitled to paid holiday calculated at four weeks a year on a pro rata basis.
2. Producers may nominate periods of holiday and will provide at least twice as much notice as the length of the nominated period e.g. at least two days notice for one day of holiday. In addition, subject to the express agreement of the Producer, holiday may be taken at times requested by the Artist. The Artist must give at least twice as much notice as the length of the period requested. Days of holiday taken during the period of the engagement shall be paid at the same rate as the daily Performance Salary.
3. If a Producer requires to cancel an Artist's holiday, the Producer shall give at least twice as much notice as the length of the holiday period requested.
4. If at the end of the engagement an Artist has not taken all the holiday due to them then payment shall be made in lieu of holiday accrued but not taken. Payment for holiday accrued but not taken shall be in accordance with Clause F19 5.
5. To calculate payment due for holidays accrued but not taken, multiply the number of days worked by the daily holiday accrual rate of not less than the minimum of £8.33. This will provide a total figure for payment in lieu of holidays. If some days of paid holiday have been taken during the engagement the

total figure should be reduced by £100 for each day of paid holiday actually taken. If the daily holiday accrual rate is greater than £8.33 the daily payment of £100 shall be increased pro rata.

## **Clause F20 TRAVEL**

### **1. Non Resident Location**

An Artist who is required to travel on a day of work to a Non Resident Location shall be paid at single time for each hour or part thereof up to a maximum of two hours in a day. Time spent travelling in excess of two hours shall be counted as part of the working day.

### **2. Resident Location**

An Artist who is required to travel on a day of work to a Resident Location shall be paid at single time for each hour or part thereof up to a maximum of two hours in a day. Time spent travelling in excess of two hours shall be counted as part of the working day.

### **3. Travel on a non-working day**

An Artist who is required to travel on a day not worked shall receive 50% of their negotiated daily Performance Salary. This payment shall not be included in the Artist's Total Applicable Salary.

### **4. Base**

The Base for each engagement under the terms of this Agreement shall be designated in the Artist's Form of Engagement.

### **5. Travel - Base and Non-Resident Location**

Provision of transport between the Artist's home and the Base shall be the responsibility of the Artist except as described below:

- a) When the Artist(s) is called to a Non-Resident Location the Producer shall:  
*either*  
provide transport from a rendezvous point within the 20 or 10 mile radius of the Base which the Artists are instructed to use.  
*or*  
where the Producer does not provide such transport the Artists shall be paid the fare for public transport between the Base and the Non-Resident Location, or the nearest station.
  - b) When Artist(s) cannot within a reasonable time reach their Base, or their home, by public transport owing either to working late at the request of the Producer, or to being called at a time when public transport is not available, the Producer shall provide transport to the Artist at no additional cost to the Artist.
  - c) The Artist may subject to prior approval of the Producer use his/her own vehicle and mileage allowances payable for the use of the Artist's car shall be as notified by the Association to the Union each year.
  - d) When the Artist cannot reasonably return from a Non-Resident Location, or from their Base, to their home each night, the Producer may provide the Artist with reasonable living accommodation, including board, at or near their Base or the Non-Resident Location and meet the cost of one return journey by public transport. The nature and standard of the accommodation etc., shall be the subject of discussion and agreement with the Artist.
- 6. Provision and Payment for Travelling to and from a Resident Location**
- a) Provision of transport between the Artist's home and any Resident or Overseas Location shall be the responsibility of the Producer.
  - b) The Producer's responsibility to provide the Artist's transport, as defined above, may be met either by the direct provision of appropriate transport, or by repayment of the costs incurred by the Artist travelling by suitable public transport, as agreed between the Artist and the Producer in each individual case. The Artist may subject to prior approval of the Producer use his/her own vehicle and the mileage allowances payable for the use of the Artist's car shall be as notified by the Association to the Union each year.
  - c) For all means of transport to and from a Resident Location, travel facilities shall be provided by the Producer that shall be not less favourable than the provisions to the shooting unit.

**7. Transport at Resident Locations**

- a) On a Resident Location, transport between the hotel and the Location will be provided by the Producer. Time spent in travelling by this transport shall not count as working time provided that it does not exceed a total of 90 minutes a day, irrespective of whether the Artist is called for make-up or wardrobe before or after the journey. Time spent in make-up or wardrobe and time spent in travel in excess of 90 minutes shall however count as part of the working day.
- b) Producers will ensure that the Artists are accommodated as close as possible to the Location. In the event that the Location is an unavoidably long distance from the place of accommodation, the matter will be subject to local discussion.

**8. Travel by Air to and from Resident Locations**

- a) The Producer shall provide accommodation on an Airline operating scheduled passenger services and having safety standards acceptable to the British Civil Aviation Authority.
- b) Economy Class or Charter Flights - the Producer shall provide the best available meal and refreshments. In the event that this provision cannot be complied with on any flight the Union shall be notified prior to any alternate arrangements being put in place.
- c) Where the scheduled flight time exceeds four hours there should be no shooting on the same day unless there are exceptional circumstances.
- d) Where the scheduled flight time exceeds eight hours there will be no shooting until 24 hours have elapsed after arrival at the destination.
- e) Where the scheduled flight time exceeds twelve hours, discussions will take place between the Producer and the Union representative to discuss particular travel requirements and the mode and standard of transport should be agreed between the Artist and the Producer prior to the signing of the contract. Whatever agreement may be reached in the context of one production it shall not form a precedent for any subsequent production.

**9. Travel Allowance - Artists on a one-day engagement**

Artists engaged for one day only on a daily Performance Salary of up to £120.00 shall receive the cost of the cheapest available public transport to and from the Base or Location.

**Clause F21 CONFIDENTIALITY**

1. All parties shall treat as strictly confidential any information received or obtained as a result of entering into or performing or negotiating terms or discussion of any aspect of an engagement under this Agreement. Any party may disclose information which would otherwise be confidential if and to the extent:

- (a) required by law, or
- (b) disclosed to the professional advisers and auditors of any party to whom such information relates,  
or
- (c) the information has come into the public domain through no fault of that party, or
- (d) the other party has given prior written approval to the disclosure.

The restrictions in this Clause shall continue to apply after the termination or complete performance of any of the obligations hereunder without limit in time.

2. Without prejudice to the generality of paragraph 1 above, the Union recognises the confidential nature of information regarding the Production Budget Production Cost and definition of Net Profit and hereby agrees the following additional obligations in connection with the disclosure by the Producer to the Union of the Production Budget Production Cost and definition of Net Profit in accordance with this Agreement.

3. The Union undertakes only to disclose the Production Budget Production Cost, the definition of Net Profit and any other financial information about the Film to those officers of the Union who are absolutely required to possess such information in order to be able to satisfy the Union's obligations to its members and otherwise under this Agreement. The Union shall supply a list of such officers to the Association on request.

#### **Clause F22 - PENSIONS**

1. Provided that the Artist has notified the Producer prior to the engagement that the Artist is a member of the Equity Personal Pension Scheme the Producer shall contribute 5% of the Artist's Performance Salary, session fee (as set out in Appendix FC and FE) and supplementary payments subject to a maximum payment of £50 per Film. The Artist shall contribute 2.5% of the payments stipulated above subject to a maximum payment of £25 per Film. The Artist's contribution shall be deducted by the Producer from payments due and together with the Producer's contribution will be remitted direct to the Equity Personal Pension Scheme. The Producer confirms that the pension provisions will not be used to undermine negotiations of the fees payable to the Artist.
2. Payment of the above contributions shall be made payable to Commercial Union and sent to the Equity Personal Pension Scheme which is administered by First Act Insurance at Insurance House, 27-29 Brighton Road, South Croydon, Surrey CR2 6EB.

#### **Clause F23 – COPYRIGHT AND RELATED RIGHTS**

1. The Artist shall grant to the Producer all consents required under the Copyright Designs and Patents Act 1988 or any modification or re-enactment thereof to enable the Producer to make the fullest use of the Artist's services and the products thereof in perpetuity. The Artist shall assign to the Producer with full title guarantee free from all third party rights all present and future copyright and performer's property rights in and to the performances and services of the Artist and the products thereof throughout the world for the full period of copyright and thereafter insofar as is possible in perpetuity.
2. Uses of the Film shall be paid for in accordance with the fee arrangements set out in clause F16.

#### **Clause F24 – MERCHANDISING, PUBLISHING, INTERACTIVE, INTERNET AND OTHER USES**

1. An Artist's performance may only be recorded for, and incorporated in, the Film for which the Artist has been engaged as set out in the Artist's Form of Engagement except as set out in this Clause.
2. The Artist shall grant to the Producer the right throughout the world to use and authorise others to use the Artist's name, photographs and other reproductions of the Artist's physical likeness and recordings of the Artist's voice and performances taken or made together with the right to use and authorise others to use any behind-the-scenes footage and clips from the Film and publicity concerning the Artist (including the Artist's name, autograph, likeness, voice and biography) in connection with the advertising, publicity, public exhibition, commercial exploitation and merchandising of the Film (including any trailer, documentary, television programme, Videogram or sound recording concerning the Film or the production of the Film) and also any books, goods, articles, films and Commercial tie-ins (including video games and interactive devices) associated with or derived from the Film or anything appearing therein. The Artist shall also grant to the Producer the right throughout the world to use and authorise others to use the Artist's name, photographs and other reproductions of the Artist's physical likeness and recordings of the Artist's voice and performances in so-called "out-takes" of the Film for inclusion in the Film, any Videograms of the Film, and any promotion or marketing of the Film including any "Making of..." production. Any other use of "out-takes" may only take place with the Artist's prior consent.
3. If the Producer wishes to exploit Merchandising Publishing Interactive Use or Internet Use herein granted by the Artist the Producer shall pay to the Artist a one-off minimum payment on the first occasion of each such Use equivalent to the Artist's daily Performance Salary where any such Merchandising Publishing Interactive Use or Internet Use features the Artist in character or otherwise prominently. Where the Artist in character or otherwise is featured in the background or not prominently the Producer shall pay the Artist a one-off minimum payment on the first occasion of

each such Use equivalent to the minimum daily Performance Salary. If the Artist receives a weekly Performance Salary in excess of four times the minimum weekly Performance Salary (i.e. £1,600) per week or part thereof the Producer shall be entitled to exploit all Uses under this Clause without further payment to the Artist. These payments shall not be included in the Artist's Total Applicable Salary.

4. If the Producer or any third party licensed by the Producer produces a commercial using an Artist's performance from the Film (other than any commercial for the Film itself) then the Artist shall be paid in accordance with the 25<sup>th</sup> October 1991 Equity/IPA Commercials Agreement or any amendment or replacement thereof. The basic session or studio fee shall be deemed to be the Artist's daily Performance Salary if the Artist is featured prominently in the commercial, or the minimum daily Performance Salary if the Artist is featured in the background. If the commercial is produced for or shown in the USA the applicable agreement shall be the SAG Commercial Agreement. If the commercial is produced for or shown in Canada the applicable ACTRA agreement shall be the analogous local Commercial Agreement. For any subsequent use in any other territory the 25<sup>th</sup> October 1991 Equity/IPA Agreement or any amendment or replacement thereof shall apply.
5. If the Producer wishes to grant the right to use extracts from the Film or its soundtrack other than for the purpose of promoting or publicising the Film, then the following provisions shall apply. Extracts of the film featuring the Artist of up to 4 minutes in length, including its soundtrack, and any still photograph taken from the Film or on set featuring the Artist may be used in instructional, magazine, educational and similar programmes (not including any programmes of an advertising nature) subject to making the appropriate payment to the Artist as set out in (i) to (iv) below. In the case of extracts which are to be incorporated into a drama or other type of production not provided for above the consent of the Artist must first be obtained. The prior consent of the Artist will be required for the grant of any right to use any extract in a manner that criticises or ridicules the Artist's performance, or is of an explicitly sexual nature. If the Artist receives a weekly Performance Salary in excess of four times the minimum weekly Performance Salary (i.e. £1,600) per week or part thereof the Producer shall be entitled to exploit all rights under this Clause without further payment to the Artist.
  - i) **First UK Showing**  
The Artist shall receive £31.20 for an extract from the recording of an Artist's performance not exceeding one minute or £58.80 for an extract exceeding one minute but not exceeding four minutes in length.
  - ii) **Further UK Showings**  
A further payment of 100% of the Artist's original extract fee in 5.i. above shall acquire the rights over an unrestricted period to all UK domestic Uses of the extract payable on or before the second showing.
  - iii) **Additional Rights and Uses**  
A further payment of 100% of the Artist's original extract fee in 5.i. above shall acquire all further Uses in all media throughout the world in perpetuity.
  - iv) The payments in i) to iii) above shall apply to the Use of an extract incorporated in one programme only. In the event that the Producer wishes to grant the Use of the extract in other programmes then further payments in accordance with this Clause shall be made per extract per programme.
  - v) These payments shall not be included in the Artist's Total Applicable Salary.
6. **Making of a Documentary of the Film**
  - (i) **Non-Commercial Use**  
In the event that a documentary is to be made about the production of the Film, where such a documentary is incorporated into the Videogram of the Film and/or shown theatrically in conjunction with the Film and/or is used specifically for publicising and promotion without direct financial gain from this Use no further payment shall become due. Where the rights in the documentary are vested with a broadcaster who transmits the documentary on its channel or one of its subsidiaries then payments would be due to Artists as if a commercial Use had been made in accordance with the provisions as detailed below.

- (ii) **Commercial Use**  
Where the Artist’s performance is incorporated in a “Making of...” documentary for commercial use on television (i.e. a use licensed by the copyright owner to a third party in exchange for a fee) the prior consent of the Artist shall be obtained and the following payments shall apply.

<b>Length of Artists engagement</b>	<b>Artist’s Negotiated Daily Performance Salary</b>
Up to one week	1 x Daily Performance Salary
More than one week up to two weeks	2 x Daily Performance Salary
More than two weeks up to three weeks	3 x Daily Performance Salary
More than three weeks	4 x Daily Performance Salary

- (iii) The above payments shall in addition attract the relevant Use Fees in accordance with Appendix FA. If the Artist receives a weekly Performance Salary in excess of four times the minimum weekly Performance Salary (i.e. £1,600) per week or part thereof the Producer shall be entitled to exploit all rights under this sub-Clause F24 7 without further payment to the Artist.
- (iv) Any rights of exhibition, transmission or other exploitation of the documentary that are not provided for in this Agreement e.g. exploitation on Videogram when not in conjunction with the Film shall be the subject of separate agreement between the Producer and the Union. Such subsequent agreement shall be deemed included in and part of the original contract between the Producer and the Artist.
- (v) The Artist shall co-operate in good faith with the Producer in connection with the preparation of any documentary film of the making of the Film including and without limitation giving interviews on set.

**Clause F25 – SOUNDTRACK**

1. If the Producer wishes to exploit commercial phonograph discs or tape recordings of the soundtrack of the Film the Producer shall pay the Artist a one-off payment equal to the then current EQUITY/BPI rate for each side of a record disc or tape which incorporates any part of the Artist’s performance for a maximum of twenty minutes per side or forty minutes per compact disc. An additional payment of the then current EQUITY/BPI rate shall be paid to the Artist for each additional twenty minutes or part thereof. This payment shall not be included in the Artist’s Total Applicable Salary.
2. In respect of an audio soundtrack which for the avoidance of doubt shall be the narrative of the Film and not the “songs and music” as in sub-Clause 1 above which incorporates any part of the Artist’s performance, a one-off payment equal to the Artist’s daily Performance Salary shall be paid by the Producer to the Artist. This payment shall not be included in the Artist’s Total Applicable Salary.
3. If the Artist receives a weekly Performance Salary in excess of four times the minimum weekly Performance Salary (i.e. £1,600) per week or part thereof the Producer shall be entitled to exploit all rights under this Clause without further payment to the Artist.

**Clause F26 PRESENTATION, PUBLICITY & PROMOTION TRAILERS**

1. The Producer shall have the sole right to decide the manner in which it will present the Artist’s personality on the screen, and in particular the Artist’s make-up and hairstyle. Should the Producer decide on make-up and presentation necessitating changes in the Artist’s physical and personal appearance which might be of a semi-permanent nature, such abnormal make-up requirements shall be made known to the Artist prior to the signing of the Artist’s Form of Engagement, and shall be the subject of Special Stipulation in the Artist’s Form of Engagement.
2. Without prejudice to the payment to the Artist of the moneys to which the Artist is entitled in respect of the engagement, the Producer shall have the right to lengthen, shorten, rewrite or eliminate the

Artist's part in the production and/or to substitute another Artist in the place of the Artist who was first engaged to appear subject always to the provisions of the Agreement.

3. Where the Producer wishes to use selected still photographs showing the Artist in a state of nudity or semi-nudity the Producer shall obtain the Artist's written consent by Special Stipulation in the Artist's Form of Engagement, and the Artist shall have the right to reject up to fifty per cent of any photographs selected by the Producer.
4. The Artist undertakes that during the Artist's engagement the Artist will not give or grant without the Producer's written consent any Press, Radio, Television or other like forms of interview for ultimate expression to the general public discussing or dealing with the Film in which the Artist is appearing, the internal administration or policy of the Producer's business or the Artist's present or future engagements with the Producer provided always that the Artist shall be entitled to seek the Producer's consent to the issue of any statement necessary for the protection of the Artist's personal and professional reputation and provided further that statements to which the Producer so consents are issued by and only through the Producer's publicity department or duly appointed representative.
5. The Artist shall not take or publish photographs of persons working on the Film or anything connected with the Film.
6. The Artist shall not be entitled to claim from the Producer any compensation in respect of loss of publicity or reputation in the event of the termination of the engagement or the omission of the Artist from the Artist's part in the Film (whether or not the Artist has been advertised as performing in the Film) or the lengthening or shortening of the Artist's part or the failure of the Producer to issue publicity concerning the Artist's performance or the failure of the Producer to distribute, exhibit, exploit or perform the Film but in each such case the Artist shall only be entitled to receive moneys payable to the Artist under the terms of the Artist's Form of Engagement.
7. Without prejudice to the payment to the Artist of the moneys to which the Artist is entitled hereunder and under the Artist's respective Form of Engagement the Producer shall be under no obligation to make use of the Artist's services or to exhibit any Film for which the Artist has been engaged.
8. Both during and after the engagement the Artist hereby agrees to perform subject to his/her reasonable professional availability such reasonable press and publicity services as the Producer or its distributors shall require for the promotion of the Film in any territory, subject only to the payment of Artist's reasonable expenses. Such services shall include (without limitation) the taking of still photographs, publicity, interviews (including radio, television and Film) and press events.
9. Promotional Trailers
  - (i) The inclusion of an Artist's performance in a trailer shall not give rise to any additional payment.
  - (ii) Trailers may only be used to advertise the Film for which they are made.

## **Clause F27 JOINT FILMS COUNCIL - CONSTITUTION**

### **1. Title**

There shall be constituted a Council to be called the Joint Films Council representative of the Producers Alliance for Cinema and Television and Equity.

### **2. Objects**

The objects of the Council shall be:

- a) To promote and maintain the largest possible measure of co-operation for the safeguarding and development of cinema production by bringing together the experience and different points of view of Producers and Artists.
- b) To consider questions and differences that may arise in the interpretation and operation of the Agreements between the Association and the Union involving Producers and Artists and to settle or to recommend the procedure for settlement of such questions and differences according to the provisions of Clause F28 below.

- c) To make recommendations in regard to the operation of any Agreements between the Association and the Union and to make recommendations in regard to any additions or amendments to such Agreements or any new Agreements in the course of negotiation.

### **3. Membership**

- a) The Council shall consist of representatives appointed from time to time, respectively, by the Association and the Union.
- b) At any meeting of the Council the Association and the Union shall arrange appropriate representation.
- c) The Association may not be represented by a Member of the Union and the Union may not be represented by a Producer, except by mutual agreement of the Joint Secretaries.

### **4. The Chair and the Joint Secretaries**

- a) The Chair shall be taken at each meeting of the Council as far as possible alternately by a representative of the Association and of the Union. The Chair shall not vote and shall act impartially throughout the proceedings.
- b) There shall be two Joint Secretaries, one of whom shall be the General Secretary of the Union (or nominated deputy) and the other shall be nominated by the Association. The Joint Secretaries shall have the responsibility of convening meetings of the Council and shall be present throughout their proceedings. During these proceedings the Joint Secretaries shall provide guidance on the content and interpretation of the Agreements between the Union and the Association. In the procedure for the Settlement of Disputes they may make suggestions as to the resolution of the matter in dispute that the Council shall consider.

### **5. Decisions**

A decision of the Joint Films Council shall be reached by the affirmative vote of each of the two sides considered and taken separately. If the vote is unanimous then it shall constitute a settlement to be accepted by the parties.

### **6. Meetings**

The meetings of the Council shall be held as often as necessary and shall either be called by the Joint Secretaries or by either or both of them on the application of the Association or the Union. The matters to be discussed at each meeting shall be stated upon the notice summoning the meeting. Wherever possible the terms of reference shall be agreed by both parties in advance of the meeting; any such matters may include variations of the constitution and procedure relating to the Council.

### **7. Quorum**

The quorum shall be two representatives of the Association and two representatives of the Union, excluding the Chair, and as far as possible the Association and the Union shall each have present at the Council at least three representatives.

## **Clause F28 SETTLEMENT OF DISPUTES**

- 1. This Clause sets out the procedure for settling all disputes arising between a Producer and an Artist(s), the Association and the Union or such parties in any combination.
- 2. In order to facilitate assistance with any issue of dispute either the Producer or Artist(s), or both, will notify the Association or the Union respectively within 28 days of the issue that could give rise to a dispute being known by either the Producer or the Artist
- 3. The issue in dispute shall in the first instance be dealt with between the Producer and the authorised representative of the Union and/or the Artist concerned. In the event of a failure to agree there shall be a meeting between representatives at official level of the Association and the Union.
- 4. In the event of a failure to agree either party may refer the matter to the Joint Secretaries of the Joint Films Council who shall arrange a conciliation meeting and wherever possible agree the terms of reference in writing before the meeting.

5. This conciliation meeting shall take place within 72 hours (excluding Saturdays, Sundays and Declared Holidays).
6. This conciliation meeting shall be chaired by a representative of either the Association or the Union as jointly agreed. There shall also be present at least two representatives each of the Union and the Association who shall not have had direct involvement in the dispute and shall not be able to gain direct advantage from any decision of the meeting however construed or arrived at.
7. In the event of a failure to agree at the conciliation meeting the matter shall be referred to a meeting of the Joint Films Council within 72 hours (excluding Saturdays, Sundays and Declared holidays).
8. A meeting of the Joint Films Council shall have the power to determine the matter in dispute if the vote on each side of the Council is unanimous. Before the meeting of the Joint Films Council the parties to the dispute shall be informed of this.
9. In the event of the Joint Films Council failing to reach a unanimous decision and if both parties in the dispute agree, the matter may be referred to Arbitration, the form of which shall be agreed between the Joint Secretaries in consultation with the affected parties.
10. While the above procedure is in operation no stoppage of work, lock-out, ban on overtime either of a partial or general nature, or any departure from normal working shall take place or be authorised.

**Clause F29 EQUAL OPPORTUNITIES**

1. The parties to this Agreement affirm their commitment to a policy of equal opportunity, fair treatment and fair employment of Artists regardless of age, colour, creed, disability, ethnic origin, marital or parental status, gender or sexual orientation.
2. The parties are committed to casting policies that are based on ability and the requirements of each particular role rather than on stereotypical views of suitability and to this end support non-traditional and integrated casting strategies.
3. The parties agree that they will annually review the operation of this equal opportunities Clause.
4. In order to enable the casting of Artists with disabilities, whether or not the part specifically calls for an Artist with a disability, the Producer will make every practical effort to ensure that:
  - a) Access to any area of audition, rehearsal or performance is available to an Artist with a disability.
  - b) Where disabled access is outside the Producer's control and is inadequate the Producer shall use every effort practical to effect improvements.
5. The Union has produced a register of Artists with disabilities and a register of African, Caribbean, Oriental and Asian Artists that Producers may wish to use as valuable tools for non-traditional and integrated casting.

**Clause F30 PRE-PRODUCTION MEETINGS AND INFORMATION TO THE UNION**

1. Prior to the commencement of principal photography of any Film the Producer and/or Union can request a "Pre-Production Meeting" which shall take place not later than 10 days before the start of principal photography.
2. At the pre-production meeting the Producer shall supply all necessary information concerning the schedule, hours of work, details of Resident Locations where applicable and such allowances as apply to Artists.
3. Whenever possible and practicable the Producer shall send to the Union a copy of the script.
4. Before the making of any Film, the Producer shall send to the Union a list of the Artists engaged and thereafter the names of additional Artists upon their engagement.

**Clause F31 FACILITIES FOR TRADE UNION ACTIVITY**

The Producer shall offer all reasonable facilities for meetings of Artists in the Artists' own time and for a full time accredited official of the Union to visit the Artists at their designated place(s) of work.

**Clause F32 MISCONDUCT**

In the event that the Producer terminates the engagement of an Artist on the grounds of misconduct the Producer shall give notice of such termination in writing specifying the alleged misconduct. The Union shall have the right to refer any case of termination under this Clause to the disputes procedure as set out in Clause F28 above.

**Clause F33 ILLNESS**

1. The Artist shall warrant in the Artist's Form of Engagement that to the best of the Artist's knowledge and belief the Artist is in such a state of health that the Producer will be able to effect insurance under normal conditions without the premium being subject to either loadings or special exclusions and that the Artist shall be able to perform the services required by the engagement.
2. Prior to the start of the engagement the Producer shall be entitled to require the Artist to undergo examination by the Producer's doctor in the presence of the Artist's doctor if the Artist requests. If this examination reveals the Artist not to be in an insurable state of health, or if the Artist fails to undergo the examination, the Producer may forthwith terminate the Artist's engagement. However if the Artist's doctor does not agree with the Producer's doctor following an examination then any medical matter in dispute shall be decided by a third doctor who shall be selected by agreement of the first two doctors.
3. Should the Artist be unable to fulfil the requirements of the engagement by reason of illness, accident or physical or mental cause for a period of three consecutive days after and including the date of any call then the Producer may at his/her option:

***Either***

- a) terminate the engagement in writing forthwith upon payment to the Artist of moneys accrued due to the date of the Artist's non attendance,

***Or***

- b) suspend the engagement in writing for the period of absence and (subject to the Artist's other professional engagements entered into before the beginning of such period) extend the period of first call by the period of absence.

4. At any time during the period of the engagement should the Artist in the circumstances set out in sub-Clause 3 above become unavailable to fulfil the requirements of the engagement then the Producer may require the Artist to have an examination by a doctor under the procedure set out in sub-Clause 2 above.

**Clause F34 DANGEROUS WORK**

1. The Producer shall not require the Artist to render services of a hazardous or dangerous nature nor to undertake work that involves an unreasonable degree of risk, unless the Artist with the consent of the Producer is prepared to undertake such work.
2. An Artist required to render services that are predominantly of a hazardous or dangerous nature shall be engaged in accordance with the provisions for Stunt Performers.
3. In the event that an Artist is requested and consents to undertake work of a hazardous or dangerous nature which is incidental to the Artist's part, then the special circumstances of the work shall be stated in the Artist's Form of Engagement, and the Producer shall effect additional insurance for the Artist in accordance with the terms for accident or death under Clause F37 below.

**Clause F35      NUDITY AND SIMULATED SEX ACTS**

1. "Acts of a sexual nature" and "simulated sex acts" shall mean any act that if performed in public would be regarded as "indecent".
2. "Nudity", "semi-nudity" and "disrobe" shall mean to be in a state of undress that if in public could be regarded as "indecent".
3. The Artist shall be notified before any audition takes place that the actual engagement will involve nudity or simulated sex acts or both.
4. **At auditions:**
  - a) No Artist shall be required to disrobe entirely or partly until after being interviewed for the part, whatever its nature.
  - b) No Artist shall be required to perform any simulated sex acts.
  - c) Where nudity or semi-nudity is required, an observer from the Union or an observer acceptable to the Union and the Artist(s) may be present.
  - d) All persons not necessary for nude or semi-nude auditions shall not be present at such auditions.
  - e) No audition that takes place under this Clause shall be filmed except by prior consultation with the Union and the prior consent of the Artist being obtained.

**5. Performances**

Any Artist required to perform in a production in which there is a presentation of nudity or the performance of simulated sex acts as defined in sub Clauses one to three above shall have included in the Form of Engagement the following special stipulation:

"The Artist hereby acknowledges that he/she has been informed that there will or may be included in the production nudity and/or simulated sex acts as defined in Clause F35 of the PACT/Equity Cinema Film Agreement".

- a) Where nudity and/or acts of a simulated sexual nature are required of an Artist for the purpose of portraying the part in the Film, the Artist must be so advised in writing in advance of entering into a contract. Such notice shall state the degree of nudity and/or the nature and extent of any simulated sex acts required. In addition the Artist shall receive the relevant part or parts of the script prior to the contract being concluded.
- b) Where an Artist has received and accepted the script and is subsequently unwilling to perform in any or all of the scripted scenes, the subject of this Clause, the Producer may employ body doubles and the Artist's Form of Engagement shall be amended in writing to reflect the Artist's consent.
- c) In the event that an Artist is unable to perform, the engagement of body doubles shall be subject to discussion between the Producer and the Artist and the Artist's Form of Engagement shall be amended in writing to reflect the Artist's consent.
- d) Persons not necessary to scenes involving nudity or simulated sex acts shall not be admitted to the set while such nudity and simulated sex acts are being undertaken.
- e) In the case of an Artist being arrested or charged with any offence arising from the Artist's performance as directed, the Producer will do all that is possible to assist the Artist but in the event that such assistance is held by the Artist to be inadequate in the light of circumstances, then the complaint shall be referred to the Joint Films Council for decision.

**6. Unused Recorded Material**

The Producer shall use his/her best endeavours to ensure that the unused recorded material of those scenes involving nudity, semi-nudity and/or simulated sex acts not used in the finished product shall be destroyed.

**Clause F36 COSTUME AND PERSONAL PROPERTY**

1. The Artist may be asked to provide all such modern dress and footwear as the Artist may possess and may normally and reasonably use in the Artist's private capacity. The Producer shall provide all other visible modern dress and all character, period and special costume and footwear. All clothing so provided shall be and shall remain the property of the provider.
2. The Artist shall take reasonable care of the clothing the Artist wears and should the Artist's clothing used for the purpose of the Film be soiled or damaged during the actual rehearsal or recording of a scene the Producer shall pay for the cleaning of soiled clothing or compensate the Artist or make good damaged clothing.
3. The Producer shall wherever possible supply reasonable facilities for the Artist to place the Artist's property under lock and key.
4. The Producer shall be responsible for transporting the Artists necessary clothing or costume to and from any resident location.

**Clause F37 INSURANCE**

1. **Employers and Public Liability and Third Party Insurance**  
The Producer shall arrange the appropriate insurance provisions to meet their statutory obligations.
2. **Outside the United Kingdom - General**  
When required to render services outside the United Kingdom, Artists shall be insured by the Producer upon such terms and conditions as shall from time to time be agreed between the Union and the Association. For the purpose of this Clause the United Kingdom shall mean the mainland and coastal islands of England, Scotland, Wales and Northern Ireland. Details of such insurance are available from the Association and the Union.
3. **Additional Provisions - Locations Outside the United Kingdom: Dangerous Work in the United Kingdom**
  - a) for flights other than by approved passenger services;
  - b) for dangerous work mutually agreed if practicable between the Producer and the Artist in the United Kingdom;

Insurance shall be effected in accordance with the Schedule of Compensation for a capital sum upon the terms and conditions referred to in sub-Clause 2 above.

A claim shall not be prejudiced in the absence of such mutual agreement.

**Clause F38 FORCE MAJEURE**

1. If the Film is prevented or interrupted or stopped by reason of any cause beyond the control of the Producer, then the Producer may:-
  - (a) suspend the operation of the Artist's engagement during the period of prevention or stoppage of production in which case on resumption of work on the Film the Artist's engagement shall be resumed and
  - (b) whether or not the Artist's engagement shall have been suspended pursuant to sub-Clause (a) above, cancel the Film and terminate the Artist's engagement as from the prevention or stoppage of production by notice in writing within five working days of the prevention or stoppage upon payment of all payments for services rendered prior to the date of prevention or stoppage.
2. If any suspension under the provisions of this Clause shall continue for three consecutive weeks the Producer shall not be entitled to retain first call upon the Artist thereafter, unless the Producer shall

(prior to the expiration of such three weeks) have notified the Artist that the Producer wishes to retain first call on the Artist at the end of the suspension.

- (a) If the Producer so retains first call on the Artist, and the suspension shall continue for more than three consecutive weeks, the Producer shall pay to the Artist during each week of continued suspension the amount the Artist would receive on first call.
- (b) If the Artist is retained on first call at the end of the suspension the Guaranteed Period shall be extended by the period of suspension unless the Artist is thereby prevented from performing an engagement entered into before the suspension but in that event the Producer shall retain second call on the Artist's services.
- (c) If during the period of the suspension the Artist wishes to enter into any other engagement, the Artist shall consult with the employing Producer so as to ensure the availability of the Artist to complete the part.
- (d) If the Producer retains the Artist on second call and the suspension continues for more than three weeks, the Producer shall subject to the Artist's availability pay to the Artist not less than £84 as a retainer payment for each seven day period or part thereof following the three week suspension. This payment shall continue until the Artist's engagement shall be resumed and the Artist shall be entitled to accept other work during this period that shall not affect the payment agreed with the Producer.

These payments shall not be included in the Artist's Total Applicable Salary.

3. In the event that a Producer finds it necessary to invoke the provisions of this Clause the Producer will as soon as practicable advise the Union.

#### **Clause F39 FINANCIAL GUARANTEES AND MONEYS IN ESCROW**

1. These procedures cover the provision of financial guarantees and placing money in escrow for:-
  - a. the pre-production period prior to the start of principal photography. This includes any necessary construction in the pre-production period
  - b. the period immediately prior to the start of principal photography until its conclusion and/or the completion of post production.

#### **The Pre-production Period (as defined in sub-Clause 1(a) above)**

2. It is the responsibility of the Producer to inform the Association when about to engage Artists. The Association will then inform the Union and a joint decision will be taken as to whether a letter of financial guarantee will be acceptable, or whether a joint meeting with the Producer concerned will be necessary to determine the amount of the moneys to be placed in escrow. Moneys must be placed in escrow or the financial guarantee provided no later than one week prior to the date of the first engagement of an Artist.
3. The Union and the Association shall determine whether a meeting prior to the normal pre-production meeting will be necessary.
4. The Union and the Association will make known to each other information which they receive about engagements during the period prior to the start of principal photography.

#### **The period immediately prior to the start of principal photography until its conclusion and/or the completion of post-production (as defined in sub-Clause 1(b) above).**

5.
  - a. the overall budget for a Film shall be made known to the Union, normally not later than four weeks, and sooner whenever possible, before the start of principal photography; (the overall budget shall state the certified total budget and indicate the sources of finance.)
  - b. the Producer shall provide a satisfactory financial guarantee, or placement with the Association of moneys in escrow, two weeks before the start of principal photography, sufficient to cover a salary of two weeks for all Artists, subject to a maximum of £2,500 per week. In addition

where Overseas Locations are involved moneys in escrow should be increased to provide return air-fares;

c. a pre-production meeting shall be held.

- 6.
- a. In the event that appropriate moneys are placed in escrow with the Association these moneys shall be accompanied by a statement showing the sum involved;
  - b. In regard to co-production, the British co-producer will need to put into escrow the appropriate amount for British Artists;
  - c. there must be sufficient finance left in escrow to cover the post-production period calculated in accordance with sub-Clauses 5(b) and 8(a) of this Clause.

**7. Information to the Union/Pre-production meeting**

Before the beginning of each production the Producer shall complete a production notification sheet containing information relating to the schedule, hours of work details of Resident Locations where applicable and such allowances as apply to Artists. This production notification sheet must be submitted to the Union together with a list of the Artists engaged and thereafter the names of additional Artists upon their engagement. If required a copy of the script will be made available to the Union and such request will not be unreasonably withheld.

At the request of the Union a pre-production meeting shall be held which shall take place not later than 10 days before the start of principal photography. The Association will confirm at the pre-production meeting that the moneys have been placed in escrow.

**8. Withdrawal of Moneys in Escrow**

- a. A Producer cannot apply to withdraw escrow finance, subject to the provisions of Clause 5, earlier than two weeks before the actual end of principal photography and that moneys in escrow will require separate authorisation by the Union and where necessary by the Association before release of the relevant share.
- b. In the case of a Film which, for whatever reason, ceases before the end of the scheduled period of principal photography the escrow moneys will be paid out to Artists in the same way as outlined in sub Clause 8a. above.

**9. Forms or Contracts of Engagements**

It shall be the right of the Union, to give advice to its Members about whether this Agreement has been complied with.

**10. Disputes**

In the event that there is any dispute about the implementation of the above arrangements the matter can be referred to the disputes procedure of this Agreement or directly to arbitration. In the event that the manner of arbitration cannot be mutually agreed the President for the time being of the Law Society shall make an appointment of a single arbitrator to determine the matter.

## APPENDIX FA

### Performance Salary, Use Fees, Net Profit Share and Royalty Payments

#### 1. Performance Salary

There shall be a minimum salary of EITHER £100.00 a day OR £400.00 a week.

#### 2. Use Fees, Net Profit Share and Royalty Payments

Use Fees are based on Total Applicable Salary.

In consideration of further Use Fees as set out in Appendix FA the Producer shall be entitled to those Uses that are purchased either initially or when required. The Producer is required to make payment before becoming entitled to any Use or permitting such Use. Use Fees are due for payment prior to the commencement of the Use.

For Films with a Production Budget of less than £10 million the Producer shall have the choice between two options for further Use Fees:

OPTION A involves payment of a share of the Film's Net Profits to the Artists engaged for the Film

OPTION B involves payment of Royalty Payments on defined television and videogram income streams to the Artists engaged for the Film when limits on the duration/extent of the Use Fees have been reached

For Films where the Production Budget exceeds £20 million Option B shall be mandatory for further Use Fees, unless the Union shall agree that Option A may apply.

For Films where the Production Budget lies between £10 million and £20 million the Producer shall have the choice between the two options for further Use Fees, provided that at least half the Films made by that Producer in the period 1 August 2003 to 31 July 2005 where the Production Budget lies between £10 million and £20 million must be made under Option B, unless the Union shall agree that Option A may apply. If neither party issues a notice to terminate this Agreement on 1 January 2005 as described in clause F3 1, then the Association and the Union shall determine a further period after 31 July 2005 during which the requirement to make half the Films in this Production Budget range under Option B shall apply.

The Association will provide the Union on a regular basis with the names of Films produced under the terms of this Agreement and the identity of the Option applying to each Film.

The Producer must decide between Options A and B at the time of engaging Artists, and the chosen option shall apply to all Artists in the Film. Once the Producer has chosen an option it cannot be changed.

#### 3. Option A: Net Profit Share

##### (i) Minimum Pre-Purchase

For Films budgeted under £1 Million the Producer must pre-purchase one theatric Use at 37.5% plus other Uses totalling at least a further 12.5% so that the total of pre-purchased Uses is at least 50% [see chart below].

For Films budgeted above £1 Million the Producer must pre-purchase one theatric Use at 37.5% plus other Uses totalling at least a further 37.5% so that the total of pre-purchased Uses is at least 75% [see chart below].

**(ii) Use Fees**

To exploit the Film in any market and by any media the Producer is required to make the appropriate Use Fee payments as listed in the table below.

<b>Market/Medium and Territory</b>	<b>Use Fee % of Total Applicable Salary</b>
Theatric North America and Non-Theatric Worldwide	37.5
Theatric World excluding North America and Non-Theatric Worldwide	37.5
Videogram	90
UK Premium Pay, Pay Per View and On Demand Television	25
UK Network Terrestrial Television	20
UK Secondary Television	5
USA Major Network Television	25
USA Non-Major Network Television	10
USA Pay Television	20
World Television excluding UK and USA	10

**(iii) Registered Low Budget Films**

Special terms apply to registered Low Budget Films and registered Very Low Budget Films. See Appendix FF.

**(iv) Net Profit Share**

If the Producer has chosen Option A, then 2% of the Net Profit of the Film shall be shared among the Artists in the Film according to the following formula. Units will be assigned to Artists on the basis of Time and Salary.

**Time Units**

Units for time worked shall be calculated for each Artist as follows:

- each day worked = one fifth (1/5) Time Unit
- each week worked = one (1) Time Unit
- No more than five (5) Time Units may be credited to any Artist.

**Salary Units**

Units for salary shall be calculated on the Total Applicable Salary paid to the Artist (not including Use Fees) as follows:

- if the Artist was engaged for three days or fewer, each multiple of the relevant minimum daily rate\* = one fifth (1/5) Salary Unit per day. A fraction of a multiple of the minimum daily rate shall be rounded up or down as appropriate.
- if the Artist was engaged for four days or more, each multiple of the relevant minimum weekly rate\* = one (1) Salary Unit. A fraction of a multiple of the minimum weekly rate shall be rounded up or down as appropriate)

\*minimum Artists' Performance Salary or minimum Stunt Performer or Co-ordinator rates or Session Singer's and Re-Voicing Artist's basic session fee

No more than ten (10) Salary Units may be credited to any Artist.

## **Calculation**

Each Artist will be credited with the sum of their Time Units and Salary Units. The proportion of the Net Profit Share paid to the Artist shall be the same proportion as their units bear to the total number of units of the entire cast.

### **(v) Definition of Net Profit**

The Producer shall provide a copy of the definition of Net Profit for each Film to the Union no later than the start of principal photography. Once provided the definition shall not be amended.

### **(vi) Net Profit Share where some artists are not contracted by reference to this Agreement**

Where the cast of a Film includes artists not subject to the terms of this Agreement then the total Net Profit Share available for payment to Artists subject to the terms of this Agreement shall be prorated based on the proportion which the Time Units and Salary Units of the Artists on the Film bear to the total of all performers' Time Units and Salary Units.

### **(vii) Artists Report, to be supplied by the Producer to the Union**

The Producer shall provide the Union, for each Film, an Artists Report setting out a complete cast list of Artists, their respective proportions of entitlement to Net Profit Share calculated in accordance with the formula set out in (iv) and (vi) above and the identity of each Artist's representative who is authorised to receive payments on their behalf. The Artists Report shall be provided to the Union no later than 90 days from the completion of post-production.

### **(viii) Payment of Net Profit Share**

- (a) The Net Profit Share for Artists shall be paid by the Producer to the Union provided always that the Producer shall be entitled to pass on this obligation to any collection or payroll agency appointed for the Film.
- (b) The first accounting period for Net Profit Share shall commence on the date of first theatric release of a Film and at six-monthly intervals thereafter for the first five years from the date of first theatric release. Thereafter accounting shall be at annual intervals.
- (c) Accounting and payments due to Artists shall be made within 90 days of the end of each accounting period. Payment shall be made by the Producer in one lump sum to the Union accompanied by a Net Profit Share Account showing the proportion of the Net Profit Share owed to each Artist entitled to receive payment. The Union shall be responsible for distributing the appropriate payments to individual Artists.
- (d) The Union shall be responsible for making the appropriate payments to the individual Artists or their agent or other authorised representative and the Union acknowledges on its own and the Artists behalf that receipt of the correct lump sum Net Profit Share payment from the Producer shall be good and valid discharge of the Producer's responsibilities in this regard. The Union shall not disclose to any Artist any information other than the payment due to that Artist.

### **(ix) The Union's Right of Audit**

- (a) At any time within 12 months of receipt of a Net Profit Share account the Union may by notice to the Producer require that such account be audited by a suitably qualified person experienced in the film industry for the purpose of verifying the accuracy of the Net Profit Share account. The audit may be of the Producer or of the principal financier or distributor of the Film. The audit shall be conducted on at least fifteen business days advance written notice and during regular business hours in such a manner as not to interfere with normal business activities. Any such audit shall be paid for by the Union unless material discrepancies are disclosed. "Material" shall mean a discrepancy amounting to an under-reporting of monies due to the Union

that is in excess of 5% (five percent) or £2,500 whichever is the greater in any accounting period. If material discrepancies are disclosed, the Producer agrees to reimburse to the Union the accountant’s reasonable costs associated with the audit and to pay the amount of any discrepancy. In no event shall audits be made in respect of any one Film more frequently than once annually unless the immediately preceding audit (if any) disclosed material discrepancies.

- (b) In the event of any audit of a Net Profit Share account, the Producer shall provide access to books and records that relate to the Producer’s obligations under this Agreement to pay a Net Profit Share. Such books and records shall be made available for the audit at the place or places where they are customarily kept. All books and records preparatory work and any other documents made available to the Union for this purpose and the results of any audit shall be treated as confidential information and shall be subject to the confidentiality provisions of this Agreement (see Clause F21).

**4. Option B: Royalty Payments**

**(i) Minimum Pre-Purchase**

For Films budgeted under £1 Million the Producer must pre-purchase one theatric Use at 37.5% plus other Uses totalling at least a further 12.5% so that the total of pre-purchased Uses is at least 50% [see chart below].

For Films budgeted Above £1 Million the Producer must pre-purchase one theatric Use at 37.5% plus other Uses totalling at least a further 37.5% so that the total of pre-purchased Uses is at least 75% [see chart below].

**(ii) Use Payments**

To exploit the Film in any market and by any media the Producer is required to make the appropriate Use Fee payments as listed in the table below. Use Fees are due for payment prior to the commencement of the Use.

<b>Market/Medium &amp; Territory</b>	<b>Use Fee %</b>	<b>Initial Use Period/Extent of Use</b>
Theatric North America and Non-Theatric Worldwide	37.5	Unlimited
Theatric World excluding North America and Non-Theatric Worldwide	37.5	Unlimited
Videogram	90	Until the amount of 50% of Production Cost has been earned in worldwide wholesale Videogram receipts less those excluded items set out in the definition of Distributor’s Gross Videogram Receipts
UK Premium Pay, Pay Per View and On Demand Television	25	Four (4) years from first Use in this market
UK Network Terrestrial Television	20	The earlier of five (5) years from first Use in this market or after three (3) transmissions
UK Secondary Television	5	Four (4) years from first Use in this market
USA Major Network Television	25	Unlimited
USA Non-major Network Television	10	Unlimited
USA Pay Television	20	Unlimited
World Television excluding UK and USA	10	Four (4) years from first Use in this market

**(iii) Royalty Payments**

If the Producer has chosen Option B, then when the duration/extent of Use of the rights in any particular market/medium and territory as shown in the above Table has been exhausted then the Royalty Payments in the chart below shall be made.

<b>Market/Medium &amp; Territory</b>	<b>Royalty Payments %</b>
Videogram	3% of Distributor's Gross Videogram Receipts
UK Premium Pay, Pay Per View and On Demand Television	3.5% of Distributor's Gross Receipts
UK Network Terrestrial Television	3.5% of Distributor's Gross Receipts
UK Secondary Television	3.5% of Distributor's Gross Receipts
World Television excluding UK and USA	3.5% of Distributor's Gross Receipts

Royalty Payments shall be calculated according to the following formula.

Units will be assigned to Artists on the basis of Time and Salary.

**1. Time Units**

Units for time worked shall be calculated for each Artist as follows:

- each day worked = one fifth (1/5) Time Unit
- each week worked = one (1) Time Unit
- No more than five (5) Time Units may be credited to any Artist.

**2. Salary Units**

Units for salary shall be calculated on the Total Applicable Salary paid to the Artist (not including Use Fees) as follows:

- if the Artist was engaged for three days or fewer, each multiple of the relevant minimum daily rate\* = one fifth (1/5) Salary Unit per day. A fraction of a multiple of the minimum daily rate shall be rounded up or down as appropriate.
- if the Artist was engaged for four days or more, each multiple of the relevant minimum weekly rate\* = one (1) Salary Unit. A fraction of a multiple of the minimum weekly rate shall be rounded up or down as appropriate.

\*minimum Artists' Performance Salary or minimum Stunt Performer or Co-ordinator rates or Session Singer's or Re-voicing Artist's basic session fee

No more than ten (10) Salary Units may be credited to any Artist.

**3. Calculation**

Each Artist will be credited with the sum of their Time Units and Salary Units. The proportion of the Royalty Payments paid to the Artist shall be the same proportion as their units bear to the total number of units of the entire cast.

**(iv) Statement of Production Cost**

Where it is available the Producer will provide the Union with a statement from a qualified independent auditor confirming the Production Cost of the Film. In the absence of such a statement from a qualified independent auditor, the Producer will provide the Union with a statement confirming the Production Cost of the Film from either a senior financial officer of the principal financier or the auditor who prepares the final audited cost statement in respect of the Film. The statement confirming the Production Cost will be provided to the Union with the first accounting statement of Royalty Payments.

**(v) Share of Royalty Payments where some artists are not contracted under the terms of this Agreement**

Where the cast of a Film includes artists not contracted under the terms of this Agreement then the total Royalty Payments available for payment to Artists contracted under the terms of this Agreement shall be prorated based on the proportion which the Time Units and Salary Units of the Artists on the Film bear to the total of all performers' Time Units and Salary Units.

**(vi) Artists Report, to be supplied by the Producer to the Union**

The Producer shall provide the Union, for each Film, an Artists Report setting out a complete cast list of Artists, their respective proportions of entitlement to Royalty Payments calculated in accordance with the formula set out in (iii) and (v) above and the identity of each Artist's representative who is authorised to receive payments on their behalf. The Artists Report shall be provided to the Union no later than 90 days from the completion of post-production.

**(vii) Payment of Royalty Payments**

- (a) The Royalty Payments for Artists shall be paid by the Producer to the Union provided always that the Producer shall be entitled to pass on this obligation to any collection agency appointed for the Film.
- (b) The first accounting period for Royalty Payments shall commence on the date of first Videogram release of a Film or if no Videogram is released then the date of first Use other than any theatric release and at six-monthly intervals thereafter for the first seven years from that date. Thereafter accounting shall be at annual intervals.
- (c) Accounting and payments due to Artists shall be made within 90 days of the end of each accounting period. Payment shall be made by the Producer in one lump sum to the Union accompanied by a Royalty Payments Account showing the proportion of the Royalty Payments owed to each Artist entitled to receive payment. The Union shall be responsible for distributing the appropriate payments to individual Artists.
- (d) The Union shall be responsible for making the appropriate payments to the individual Artists or their agent or other authorised representative and the Union acknowledges that receipt of the correct lump sum Royalty Payment from the Producer shall be good and valid discharge of the Producer's responsibilities in this regard. The Union shall not disclose to any Artist any information other than the payment due to that Artist.

**(viii) The Union's Right of Audit**

- (a) At any time within 12 months of receipt of a Royalty Payments Account the Union may by notice to the Producer require that such Account be audited by a suitably qualified person experienced in the film industry for the purpose of verifying the accuracy of the Royalty Payments Account. The audit may be of the Producer or of the principal financier or distributor of the Film. The audit shall be conducted on at least fifteen business days advance written notice and during regular business hours in such a manner as not to interfere with normal business activities. Any such audit shall be paid for by the Union unless material discrepancies are disclosed. "Material" shall mean a discrepancy amounting to an under-reporting of monies due to the Union that is in excess of 5% (five percent) or £2,500 whichever is the greater in any accounting period. If material discrepancies are disclosed, the Producer agrees to reimburse to the Union the accountant's reasonable costs associated with the audit and to pay the amount of any discrepancy. In no event shall audits be made in respect of any one Film more frequently than once annually unless the immediately preceding audit (if any) disclosed material discrepancies.
- (b) In the event of any audit of a Royalty Payments Account, the Producer shall provide access to books and records that relate to the Producer's obligations under this Agreement to pay Royalty Payments. Such books and records shall be made available

for the audit at the place or places where they are customarily kept. All books and records preparatory work and any other documents made available to the Union for this purpose and the results of any audit shall be treated as confidential information and shall be subject to the confidentiality provisions of this Agreement (see Clause F21).

## APPENDIX FB

### Employment of Stunt Co-Ordinators & Performers

#### 1. General

Except as varied herein all the provisions of this Agreement other than Clause F34 shall apply to the engagement of Stunt Performers and Co-ordinators.

#### 2. Joint Committee for Stunt Performers

There is a joint committee between representative bodies from employers within television and film production in the UK (referred to hereafter as "the employers") and the Union entitled the Joint Industry Stunt Committee ("JISC").

Its objects are:

- To achieve the highest standards of competence, safety and training within the field of stunt performances
- To develop grading criteria alongside job functions in line with industry needs
- To assess stunt performers and co-ordinators against these criteria
- To publish, make available and regularly update a register of stunt performers and co-ordinators who have met the designated criteria
- To develop and introduce training for stunt performers and co-ordinators
- To determine and monitor health and safety standards for stunt performers and co-ordinators

3. A stunt shall be defined as a special performance requiring the use of skill and involving physical risk to the Stunt Performer and/or any person working with the Stunt Performer. The decision as to whether any performance is a stunt or not shall rest solely with the Producer. If in any case the Union considers that the Producer has made an incorrect decision, the matter shall be dealt with in accordance with the disputes procedure in clause F28.

4. The Producer shall offer engagements as Stunt Co-Ordinators and Performers only to suitably qualified and experienced performers. The JISC Register of Stunt Co-Ordinators and Performers ("the Register") is available on request from the Equity Office.

5. No Artist shall be obliged to work with any Stunt Performer or Co-ordinator who is not a permanent or temporary Member of the Register, except where:

- (i) An Artist has agreed to perform a stunt called for by his or her own part providing that such stunt work is incidental to the part; and where
- (ii) A Producer has engaged the established double of a star Artist to perform minor stunts and provided that the Joint Secretaries of the JISC are informed.

#### 6. Payments

- (i) The minimum rates for Stunt Performers and Co-ordinators shall be as set out hereunder. Such rates shall be inclusive of Performance Salary and Use Fees (as set out in Appendix FA).
  - (a) The minimum rates for Stunt Performers shall be £ 420.00 per day or £1,680.00 per week.
  - (b) The minimum rates for Stunt Co-ordinators shall be £534.00 per day or £2,135.00 per week.
  - (c) Fees for consultations with Co-ordinators shall be subject to negotiation.
- (ii) The daily rate for Stunt Performers and Co-ordinators engaged on a weekly basis shall be one quarter of the weekly rate.
- (iii) Stunt Performers and Co-ordinators who are required to render services outside their Guaranteed Periods shall be paid as follows:-
  - (a) Daily rate for rehearsal or performance.

- (b) £100.00 for wig or wardrobe fittings.
  - (c) Half daily rate for all other attendances.
  - (iv) Stunt Performers and Co-ordinators shall be paid one half their daily rate for night work except on resident locations, and for seventh days and Declared Holidays in addition to the rate otherwise payable for such days or nights. Night work on resident locations shall not attract any premium payment, but shall be taken into account in the negotiation of the Stunt Performer's or Co-ordinator's daily or weekly rate.
  - (v) Overtime payments for Stunt Performers and Co-ordinators shall be one seventh of their daily rates per hour or part thereof.
  - (vi) Additional fees which may be negotiated for specific stunts (i.e. "stunt fees" or "adjustments") shall not be included in the daily rate for the purpose of calculating premium and overtime payments as provided for in sub-Clauses (iv) and (v) above.
7. In the case of a scripted or pre-arranged stunt, arrangements should wherever practicable be made for an inspection of the site by the Stunt Performer and/or an authorised representative before the negotiation of the fee. In all cases the fee should be agreed before the stunt is either rehearsed or performed. If such prior inspection is not reasonably practicable the stunt fee may be negotiated beforehand in relation to a written description of the stunt required and shall be subject to confirmation by both sides after the inspection of the site.

Should the Producer however consider that the Stunt Performer after having inspected the site is demanding a fee unreasonably in excess of the fee previously agreed, the work shall be performed and the question of the fee shall be dealt with in accordance with the disputes procedure in clause F28. A Performer shall not however be obliged to undertake a hazard that he or she could not have reasonably foreseen from the written description of the stunt. Where the inspection of the site requires that the Stunt Performer incur expenses, the Producer will reimburse such reasonable expenses on production of receipts and/or acceptable explanations.

8. The engagement for the work to be performed will be on the basis of a contract between the Producer and the Stunt Performer or Co-ordinator. The said contract shall contain provisions that the Stunt Performer or Co-ordinator is professionally competent to undertake the work contracted. In addition it is recommended that the Stunt Performer/Co-Ordinator is currently insured for Personal Accident Cover at their own expense. In consideration of the foregoing, the Producer undertakes not to incorporate any Clause which will in any way abrogate any rights the Stunt Performer might have under Common Law or Statute in respect of loss, injury or damage arising out of the performance of the said contract. The following Clause shall be entered as a special stipulation on all engagements entered into under the terms of this Agreement.

"The Artist acknowledges that the engagement is to render services of a hazardous or dangerous nature and warrants that he/she is professionally competent to undertake the work contracted.

"The Artist also confirms that he/she has/has not (delete as applicable) Personal Accident Insurance cover".

9. The Producer shall not enter into or authorise any Form of Engagement with a Stunt Performer or Co-ordinator or employ any method of offering such an engagement which requires as a condition of obtaining, accepting or carrying out that engagement that a commission or fee becomes payable to any third party. Further the Producer undertakes that when it appoints a Stunt Co-ordinator the Form of Engagement shall also contain the following special stipulation.

"The Stunt Co-ordinator undertakes that he/she will take no financial advantage from the selection or engagement of Stunt Performers or advising thereon other than his/her agreed fee as a Stunt Co-ordinator."

10. Under all normal circumstances and subject only to the exceptions indicated in sub-Clauses FB.5 above and FB.11 hereunder Producers will only engage Stunt Co-Ordinators and Stunt Performers in accordance with Clause 4 above.

11. Where an Producer is unable to find a Stunt Performer from the Register suitable for the work required, the Producer shall advise the Joint Committee of any requirement to engage a Stunt Performer from

outside the Register. In the event the JISC shall not unreasonably refuse temporary registration as a Stunt Performer.

12. Where a Stunt Performer has elaborate make-up to be removed at the end of work, time so entailed shall be at the appropriate overtime rate if outside the applicable hours of work.
13. In the event that the Stunt Performer or Co-Ordinator confirms that he/she has Personal Accident Insurance cover the Producer shall make a payment to the Union as set out hereunder, which payment shall be used by the Union at its discretion to improve the benefits payable to Members of the Stunt Register under the group personal accident insurance held in the name of the Union.

For each week of engagement	£25.30
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For each day of engagement, subject to a maximum of two in any one calendar week.	£12.65
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## APPENDIX FC

### Session Singers - Film Sound Track Recording

1. A basic session shall be not less than 3 hours. The length of the session must be specified at the time of booking the singer.
2. For each session a singer will be paid an appropriate fee as detailed in the table below. The fee will cover all uses of the singer's performance in accordance with this Agreement.
3. The following sliding scale will apply to payments to singers. The total volume of all hours of employment for the Film determines the scale to be applied (e.g. 30 singers for two 3 hour sessions = 30 x 2 x 3 or 180 hours of employment).

<b>Scale 1</b> 1-36 hours	£104.00 per hour (£312.00 per 3hr session)
<b>Scale 2</b> 37-350 hours	£77.00 per hour (£231.00 per 3hr session)
<b>Scale 3</b> 351-800 hours	£69.00 per hour (£207.00 per 3hr session)
<b>Scale 4</b> 801 hours and over	£51.00 per hour (£153.00 per 3hr session)

It should be noted that the above tables of scales are to be used entirely independently of any reference to the instrumentalists attending any session.

4. If the number of singers or session is to be varied the Producer shall inform the singer(s) immediately.
5. A singer required to work additional time beyond the time of the original booked session duration shall be entitled to an Overtime Fee at the rate of 10% of the relevant Scale 3 hour session Fee per 15 minutes (or part thereof) of additional time worked. Overtime at the session shall be unlimited, but shall be subject to the agreement of the singers.
6. The singer shall be entitled to a break of 5 minutes for each hour or part thereof worked, to be taken approximately half way through the session.
7. The Producer shall be entitled to an average of 8 minutes of recorded material per hour.
8. If a singer is required to work on a Declared Holiday (Declared Holidays are days declared as such by the United Kingdom Government in the part of the United Kingdom in which the work takes place) or during Unsocial Hours (defined as work called before 8am or after midnight) the Producer shall pay to the singer an additional 100% of the singer's appropriate fee.  
  
Note: If Unsocial Hours coincide with a Declared Holiday only one additional fee will apply.
9. Singers asked to overdub their own performances shall be paid in respect of each overdub, an additional 110% of the appropriate session fee.
10. In Vision  
  
When singers are required to appear in vision to either sing or to mime to a pre-recorded track then they shall be engaged under the provisions of the main Cinema Agreement.
11. For the use of a singer's performance in a documentary of the making of the Film payments should be made in accordance with clause F24 6 of this Agreement with payment based on the appropriate session fee as above.

## **APPENDIX FD**

### **Employment of Choreographers**

1. This Appendix relates solely to the terms of engagement of Choreographers under this Agreement.
2. The terms of engagement of Choreographers will take into account the provisions of this Agreement relating to the engagement of Artists, but it is jointly recognised that individual terms will need to also reflect the specific requirements of each engagement including the extent to which the individual Choreographer determines actual hours of work.
3. It is understood and agreed that in the event a Choreographer is required to perform as a dancer then they will be engaged as a dancer under the terms of the Agreement for any such days of performance.

## **APPENDIX FE**

### **Revoicing, Voice-Overs and Commentary**

1. This Appendix relates to the terms for Artists engaged solely for the purposes of revoicing or commentary out of vision, but shall not apply to post-synchronisation or dubbing of the Artist's own part.
2. The Artist shall be entitled to all the provisions of the main Agreement including Clause F25 except as varied in this Appendix.
3. Artists shall be engaged for a "basic session" which shall not exceed four hours except as provided for in sub-Clause 5 below.
4. There shall be for a basic session of not more than four hours a performance payment of not less than £75.00 plus the payment of nominated pre-purchased Use Fees (See Appendix FA).
5. The basic session may be extended by up to 30 minutes upon payment to the Artist of one eighth of the Artist's performance payment for each extension of 15 minutes or part thereof.
6. An interval of at least ten minutes shall be allowed approximately half-way through the session. A meal break of at least one hour shall be allowed between sessions.
7. Engagements under Appendix FE shall be made on the standard form that is available from the office of the Association.
8. For the purposes of calculating an Artist's entitlement to Net Profit Share or Royalty Payments, each day worked shall count as one fifth Time Unit and each week worked shall count as one Time Unit, irrespective of the number of sessions worked on any day.

## APPENDIX FF

### Low Budget British Films

1. In an endeavour to encourage the production of what are essentially British Films likely to enhance the reputation of the national film industry the Association and the Union have agreed certain provisions that are set out below. These are intended to act as a positive incentive to the making of Films which have a low budget, but which seek to achieve a high quality. By applying for registration as a low budget Film a Producer undertakes to accept without reservation the terms and conditions of this Appendix.
2. Producers in membership of the Association that wish to have their productions covered by these special provisions must first apply to the Joint Films Council through its Joint Secretaries (See Clause F27). In considering an application, the Council will use the following basic criteria but it reserves the right jointly to extend these where relevant. The decision of the Joint Films Council shall be final and binding. The Joint Films Council reserves the right not to disclose the grounds on which it takes its decisions.
3. To qualify as a Low Budget Film (LBF), a Film must have a Production Budget of £3,000,000 or less. To qualify as a Very Low Budget Film ("VLBF"), a Film must have a Production Budget of £1,000,000 or less. For the purposes of registration on the scheme the Production Budget can exclude any provision for the PACT and Training levy. A production accountant who is a Member of the Production Guild will have to provide a copy of the summary sheet of the Production Budget and confirmation that it is fair and proper in terms acceptable to the Union and the Producer. For Films with a Production Budget of less than £250,000 a budget summary from the Producer will be sufficient. In addition the Council may require further financial information relating to the Production Budget. Applications for registration as low budget Films may be made before the financial structuring of the Film is completed. No Film will qualify if it does not satisfy the official description of what constitutes a British Film in accordance with the 1985 Films Act, as amended.
4. To have a Film considered for registration the Producer has to undertake to make initially at least the following minimum payments to each Artist:-
  - (i) the minimum Performance Salary
  - (ii) For LBF, 75 per cent of the Performance Salary to purchase any Use from those set out in Appendix FA that the Producer may nominate. For VLBF the percentage shall be 50%. At least one Use must be for Theatric Use.

These initial payments shall allow the producer to exploit the Film in all media/markets and/or territories until Distributor's Gross Receipts have reached the levels set out in 5. below. UK television Uses may commence no earlier than 12 months from the Film's theatric release or if no theatric release has taken place then 15 months from the date of delivery of the Film to its principal financier, unless otherwise reasonably agreed in advance by the Union where no UK theatric or Videogram release has taken place.

5. Use Fees otherwise shall not be payable for LBF until the Film recoups Distributor's Gross Receipts equivalent to 2.25 times its Production Budget where this is not more than £2,000,000. Where the Production Budget is more than £2,000,000 and not more than £3,000,000 the multiplier shall be 2. For VLBF the recoupment multiplier shall be 2.5 times Production Budget. Once recoupment has taken place under these formulae, payments shall be made for all Uses that have been exercised other than those already paid for under 4. above. (See Appendix FA).
6. The Producer of a LBF or VLBF is required to choose Option A or B for the payment of Net Profit Share or Royalty Payments in accordance with Appendix FA. In the event that a Low Budget or a Very Low Budget Film is earning Net Profit and the Producer has not paid for all Use Fees (i.e. Net Profit has been achieved in a limited number of markets and media) then any Net Profit Share paid to the Artists shall be regarded as an advance against any further Use Fee payments when such Uses are purchased.
7. The Joint Films Council shall have equal access to the same documents that the Producer uses to determine whether a Film has recouped revenues under the above formulae. The Council shall also

require the Producer, from the start of exploitation of the Film, to file with it details of all Uses on the date of their implementation. In the event that a Producer does not comply with this requirement then the Council may de-register a Film and as a result the Producer must pay the fees for Uses taken up.

8. In order to help applicants seeking registration the Joint Films Council offers the following guidelines:-
  - (i) no Artist shall be contracted before a Film is registered under this Appendix; otherwise the application for registration will become invalid
  - (ii) the source of financing of the production should be identified along with details of where the majority of the production is to take place and these will be closely scrutinised in coming to a decision about registration
  - (iii) the level of employment of Artists and the costs of such employment in relation to the Production Budget shall be a factor in the Council's determination of registering a Film under this Appendix and the percentage of the Production Budget relating to Artist costs should not be less than 5% of the overall Production Budget. Where these factors warrant the Council may vary the higher Production Budget level qualification in Clause 5 of this Appendix.
9. The Union and the Association shall review the operation of these arrangements from time to time and shall vary them as necessary.

**APPENDIX FG****Summary of Payments and Rates**

Clause	Sub	Subject	Payment/Rate (to 31 August 2003)	Payment/Rate (from 1 September 2003)	Should this payment be included in Total Applicable Salary?
F7	2	Variation threshold	£1,040	£1,095	N/a
	4	Overtime variation threshold	£3,122	£3,285	N/a
F8	1	Minimum daily Performance Salary	£95	£100	Yes
	1 (iii)	Script Readings Conferences and Read throughs			No
	4 (ii) a	Supplement for a single day on first call	Maximum of £190	Maximum of £200	Yes
	4 (ii) b	Supplement for not working on first call	Maximum of £380	Maximum of £400	Yes
F9	1	Minimum weekly Performance Salary	£380	£400	Yes
	1 (ii)	More than one week of rehearsal	Performance Salary plus 50% of Use Fees	Performance Salary plus 50% of Use Fees	Yes
	4	Script Readings Conferences and Read throughs			No
F11	2 (ii) a	Second Call – script reading or rehearsal for less than half the Guaranteed Period	Half of Performance Salary	Half of Performance Salary	Yes
	2 (ii) b	Second Call –rehearsal for more than half the Guaranteed Period	Performance Salary	Performance Salary	Yes
	2 (ii) c	Second Call – nominated script reading	Performance Salary	Performance Salary	No
	2 (iii) a	Second Call – Make-up, Hairdressing, Wig & Wardrobe fitting, Camera tests	Half of Performance Salary up to a maximum of a quarter of weekly Performance Salary	Half of Performance Salary up to a maximum of a quarter of weekly Performance Salary	No
	2 (iii) b (i)	Second Call – Make-up, Hairdressing, Wig & Wardrobe fitting, Camera tests– after Guaranteed Period	Performance Salary	Performance Salary	Yes
	2 (iii) b (ii)	Second Call – Make-up, Hairdressing, Wig & Wardrobe fitting, Camera tests– after Guaranteed Period on standby	Half of Performance Salary	Half of Performance Salary	No

Clause	Sub	Subject	Payment/Rate (to 31 August 2003)	Payment/Rate (from 1 September 2003)	Should this payment be included in Total Applicable Salary?
	2 (iii) b (iii)	Second Call –Post-synch – up to five hours post-synch	Half of Performance Salary with a minimum of the minimum daily Performance Salary	Half of Performance Salary with a minimum of the minimum daily Performance Salary	Yes
	2 (iii) b (iv)	Second Call –Post-synch – more than five hours post-synch	Performance Salary	Performance Salary	Yes
F12	2	Daily late payment penalty	£7	£7	No
F13	2	Work on a sixth day in a week	Daily Performance Salary	Daily Performance Salary	Yes
F15	1	Overtime – Hourly rate	One third of daily Performance Salary up to a maximum of £57 per hour	One third of daily Performance Salary up to a maximum of £59 per hour	No
	5 (i)	Night work, work on 7 <sup>th</sup> day and Declared holidays	Additional one half of daily Performance Salary	Additional one half of daily Performance Salary	No
F19	5	Payment for holiday not taken	A minimum of £7.91 per day	A minimum of £8.33 per day	No
F20	3	Travel on a non-working day	Half of Performance Salary	Half of Performance Salary	No
	9	Threshold for receiving cost of public transport	£114	£120	No
F24	3	Salary cap for merchandising etc	£1,520 per week (i.e. 4 x minimum weekly Performance Salary)	£1,600 per week (i.e. 4 x minimum weekly Performance Salary)	No
F24	5	Salary cap for extracts	£1,520 per week (i.e. 4 x minimum weekly Performance Salary)	£1,600 per week (i.e. 4 x minimum weekly Performance Salary)	No
	5 (i)	Extract fees	£30 up to one minute/£56.50 for one to four minutes	£31.20 up to one minute/£58.80 for one to four minutes	No
F24	6	Salary cap for “Making of...”	£1,520 per week (i.e. 4 x minimum weekly Performance Salary)	£1,600 per week (i.e. 4 x minimum weekly Performance Salary)	No

Clause	Sub	Subject	Payment/Rate (to 31 August 2003)	Payment/Rate (from 1 September 2003)	Should this payment be included in Total Applicable Salary?
F25	3	Salary cap for soundtracks	£1,520 per week (i.e. 4 x minimum weekly Performance Salary)	£1,600 per week (i.e. 4 x minimum weekly Performance Salary)	No
F38	2 (d)	Retainer during suspension	£80	£84	No
App FB	6 (i) (a)	Stunt performer's minimum payments	£399 pd/£1,596 pw	£420 pd/£1,680 pw	No
	6 (i) (b)	Stunt co-ordinator's minimum payments	£507 pd/£2,028 pw	£534 pd/£2,135 pw	No
	6 (iii) (b)	Wig fitting	£95	£100	No
	13	Stunt Insurance	£24.30 pw/£12.15 pd	£25.30 pw/£12.65 pd	No
App FC	3	Session Singers – Scale 1 session fee	£104.00 per hour	*£104.00 per hour	Yes
	3	Session Singers – Scale 2 session fee	£77.00 per hour	*£77.00 per hour	Yes
	3	Session Singers – Scale 3 session fee	£69.00 per hour	*£69.00 per hour	Yes
	3	Session Singers – Scale 4 session fee	£51.00 per hour	*£51.00 per hour	Yes
App FE	4	Re-voicing etc – minimum four hour session fee	£71.25	£75	Yes
App FI	3	ADR Artists session fee	£208.88	£220	No
	7	ADR Artists session fee on Low Budget Films	£67.50	£71	Yes

• In the event that the equivalent rates in the Pact/Musicians Union agreement are re-negotiated, then the rates marked \* will be re-negotiated.

## **APPENDIX FH**

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### **MODEL FORMS OF ENGAGEMENT**

Model forms of engagement are available on request from the Producers Rights Agency, 45 Mortimer Street, London W1W 8HJ, telephone 020 7830 6600.

The model form has been agreed between the Association and the Union, and is revised from time to time.

Forms will only be issued to Producers together with an authorised contract number once the Producer has lodged a satisfactory financial guarantee or funds in escrow (see clause F39). For further information about the procedure for obtaining forms, please apply to the Producers Rights Agency at the above address.

## APPENDIX FI

### ADDITIONAL DIALOGUE REPLACEMENT (ADR) ARTISTS

1. A.D.R. (Additional Dialogue Replacement or Automatic Dialogue Replacement) is not predominantly concerned with performance in character but is to do with the creation of atmosphere and general characteristics sounds and dialogue to fit with action, often over crowd scenes. Special terms apply to A.D.R. sessions.
2. If 'non-specific' work only is required in a session and no more than ten words are spoken relating specifically to 'on screen' scenes then the ADR Artist may be booked under the terms of the PACT/FAA Employment of Crowd Artistes, Stand-Ins and Doubles Agreement, if applicable. If more than ten words are spoken, individually or together, then the ADR rate set out in paragraph 3 below should be applied.
3. The minimum fee for a four-hour session is £220.00. The fee shall entitle the Producer to incorporate the ADR Artist's performance into the Film and to exploit it throughout the world in all media in perpetuity.
4. In an ADR session an ADR Artist may be required to do the following:
  - a) Provide general vocalisation and dialogue to match the 'on screen' picture including 'battle cries', 'screams' and 'non specific conversation'.
  - b) Create dialogue to synchronise with the movements of specific 'on-screen' figures.
  - c) Perform 'provided script material' for specific 'on-screen' figures.
  - d) Use specific individual skills and abilities such as vocal musical, accents and languages etc. plus specialist knowledge to create authentic period sounds and dialogue – equestrian, military, maritime, historic, religious etc.
  - e) Provide additional non-specific 'wild-tracks'.
  - f) Post-sync an individual line of dialogue provided it is not that of a featured Artist, in which case the terms of Appendix FE should be applied.
5. ADR Artists shall not receive Net Profit Share or Royalty Payments.
6. Where an ADR Artist is employed on a Low Budget or Very Low Budget Film, the minimum session fee shall be £71.00 and the provisions of Appendix FF clauses 4 and 5 shall also apply.

SIGNATORIES TO THE AGREEMENT

For the Association:

Signed by: .....  
JOHN McVAY  
Chief Executive - Producers Alliance for Cinema & Television

Signed by: .....  
ANDREW CHOWNS  
Chief Executive - Producers Rights Agency

In the presence of:

For the Union:

Signed by: .....  
IAN McGARRY  
General Secretary - Equity

Signed by: .....  
HARRY LANDIS  
President - Equity

In the presence of: