



Force Majeure clauses under Pact Template Agreements

DIRECTORS

Position under the Pact Directors contract template:

Under clause 9, Force majeure is defined as occurring where:

“..production of the Programme is prevented, interrupted or delayed by any cause outside the control of the Company (including, but not limited to, fire, casualty, accident, riot or war, act of God, strike, lock-out, labour conditions, judicial order or enactment or incapacity or death of any leading artist, the producer or a senior technician).”

How long can producers suspend the engagement if an event of force majeure occurs?

Producers shall *“be entitled by notice in writing to the Director either:*

- (a) to suspend the engagement ... for a period not exceeding 21 days; or*
- (b) to terminate the agreement.”*

What is the financial implication?

If producers suspend the engagement, during the period of suspension (i.e. up to 21 days), the Director shall not receive remuneration.

If producers terminate the agreement or terminate because suspension has persisted for at least 21 days, the producer shall *“pay to the Director remuneration due under this agreement up to the date of the event giving rise to the termination.”*

Summary

- Suspension – producer can suspend engagement for 21 days and payable during suspension the period.
- Termination – terminate contract and fees payable are only for with work already completed.

(Note – this is the position under the 2019 and 2020 Pact director templates. Producers engaging directors under an earlier template may be liable to pay the director throughout the period of suspension.)

PRODUCERS & P/Ds

These clauses follow the Pact Directors contract template; therefore the same provisions as above apply.



CREW (Scripted)

Position under the Pact Crew Scripted TV contract template:

- 10.4 *“If the making of the Series is prevented, interrupted or stopped for any reason or cause outside the Company’s control then the Company may suspend your engagement with immediate effect...”*
- 10.5 *During the first week of any suspension, the Company shall not be obliged to pay your Daily Fee and Holiday Pay shall not accrue. If any suspension continues for more than 1 week then the Company shall either terminate this Contract ... by paying 1 week’s pay in lieu of notice, or retain your exclusive services in which case you shall continue to be paid in full...”*

Summary

- Suspension – suspension period can be unlimited, and payment is suspended for week 1 only.
- Termination – producer must provide 1 weeks’ notice and the fees payable are only for work already completed.

CREW (Non-scripted)

Position under the Pact Crew Non-Scripted TV contract template:

Force Majeure:

“In the event that due to circumstances beyond our control (including but not limited to war, union strike, act of God or death of a leading artist) (each an "Event of Force Majeure") the Production is prevented, delayed or interrupted we shall be entitled by written notice to terminate or suspend your engagement with immediate effect for the period of the interruption and such additional period as we may require to resume the Production.”

Termination/Suspension:

- Suspension/Termination with Cause: Producer shall be entitled to suspend and/or terminate this Contract (in our sole discretion) with immediate effect ...in the case of any Event of Force Majeure.
- Effect of Suspension: During any suspension, payment of the Fee shall be suspended, and no compensation or other benefits shall accrue, become payable or be provided.
- Effect of Termination: On termination of this Contract, crew shall be entitled to that portion of their Fee which has accrued up to the date of termination (or the date of any suspension preceding the termination, as applicable).

Summary

- Suspension – for an unlimited time period and no fee is payable during the suspension period.
- Termination – the fees payable are only for work already completed.