



# PACT EQUITY CINEMA FILMS AGREEMENT 2021

This Agreement provides the minimum terms and conditions for all Artists, Stunt Performers, Singers and Voice-Overs (excluding instrumental musicians and supporting artists performing only in those capacities) when engaged for Films primarily for theatrical (cinema) exhibition by Producers.

Note should be taken that the increase in minimum rates under Appendix FG shall apply to all engaged under the terms of this Agreement even where such increase occurs during the period of production on a Film.

# **CINEMA FILMS AGREEMENT**

**between**

**Producers Alliance for Cinema and Television**

**and**

**Equity**

**Agreement effective from 6<sup>th</sup> April 2021**

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**CINEMA FILMS AGREEMENT**  
**between**  
**PRODUCERS ALLIANCE FOR CINEMA & TELEVISION**  
**and**  
**EQUITY**

An Agreement made with effect from 6th April 2021 between the Producers Alliance for Cinema & Television of 3rd Floor, Fitzrovia House, 153-157 Cleveland Street, London W1T 6QW (hereinafter called "**the Association**") representing its members of the one part, and Equity of Guild House, Upper St Martin's 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 actor or other performer (excluding instrumental musicians and supporting artistes performing only in those capacities) 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.

**"Business Days"** – a day other than Saturday, Sunday and a Declared Holiday.

**"Clip Exploitation"** – the commercial exploitation of clips of a Film by making such clips available to consumers (other than in connection with the advertising or promotion of the Film) for personal use.

**"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 F24.4) 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.

**"Declared Holiday"** – 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, and in the Republic of Ireland for Registered Low Budget Films under the provisions of Appendix FF, Declared Holidays are those pertaining in that country.

**"Distributor's Gross New Right 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 New Right Receipts" derived from exploitation of any New Right 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 New Right Receipts" shall be 100% (one hundred percent) of the fees received by the Producer from licensing the right to exploit any New Right. 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 a New Right, then no monies from such distribution in the relevant foreign territory shall be included in "Distributor's Gross New Right Receipts" except to the extent such foreign producer or distributor is obliged to account to Producer or to the distributor of the 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 New Right Receipts".

The term "Distributor's Gross New Right 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 any New Use or New Right exploitation where the relevant right cannot be exercised to any degree (and, in this connection, the Producer shall have the right to set up a reasonable reserve);
- 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 currency amounts on any Film.

**“Distributor’s Gross New Use 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 New Use Receipts" derived from exploitation of any New Use 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 New Use Receipts" shall be 100% (one hundred percent) of the fees received by the Producer from licensing the right to exploit any New Use. 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 a New Use, then no monies from such distribution in the relevant foreign territory shall be included in "Distributor's Gross New Use Receipts" except to the extent such foreign producer or distributor is obliged to account to Producer or to the distributor of the 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 New Use Receipts".

The term "Distributor's Gross New Use 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 any New Use or New Right exploitation where the relevant right cannot be exercised to any degree (and, in this connection, the Producer shall have the right to set up a reasonable reserve);
- 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 currency amounts on any Film.

**“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 Paragraph 4(ii) and Paragraph 5(v). For the purposes of calculating Royalty Payments arising from the distribution of Films to, Pay Per View Television and Subscription 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 Pay Per View Television and Subscription 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 and Download to Own/Electronic Sell-Through, Pay Video on Demand and Clip Exploitation 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 and Download to Own/Electronic Sell-Through, Pay Video on Demand and Clip Exploitation Receipts" derived from distribution of Videograms and Download to Own/Electronic Sell-Through, Pay Video on Demand and Clip Exploitation uses of the Film 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 and Download to Own/Electronic Sell-Through, Pay Video on Demand and Clip Exploitation Receipts" shall be 100% (one hundred percent) of the fees received by the Producer from licensing the right to distribute Videograms and Download to Own/Electronic Sell-Through, Pay Video on Demand and Clip Exploitation uses 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 or Download to Own/Electronic Sell-Through, Pay Video on Demand and Clip Exploitation uses, then no monies from any such distribution in the relevant foreign territory shall be included in "Distributor's Gross Videogram and Download to Own/Electronic Sell-Through, Pay Video on Demand and Clip Exploitation 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 and Download to Own/Electronic Sell-Through, Pay Video on Demand and Clip Exploitation Receipts".

The terms "Distributor's Gross Receipts" and "Distributor's Gross Videogram and Download to Own/Electronic Sell-Through, Pay Video on Demand and Clip Exploitation 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.

**“Download to Own/Electronic Sell-Through”** – a service that provides a digital copy of a Film that a consumer can acquire whereby such consumer can keep and/or view the Film for an indefinite time period and with no restriction on the number of times viewed.

**“Film”** – the feature film with the working title provided in Section D of the Artist’s Form of Engagement.

**“Form of Engagement”** – the agreement pursuant to which a Producer engages an Artist.

**“Free Video on Demand”** – the making available of a Film to a consumer where the consumer may view (but not keep a copy of) the Film at a time of his or her choosing, subject to any usage rules imposed by the service provider and where the consumer pays no charge or subscription for the Film other than any periodic fee for receiving a service as part of a basic package of services (see explanatory note<sup>1</sup>).

**“Interactive Use”** – exploitation of the Film by means of CD Roms, video games or other interactive devices or applications.

**“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 Collection Account Management Agreement issued by the appointed collection agent.

**“New Right”** - any new intellectual property right introduced by legislation after the date of this Agreement which confers on an Artist the right to receive remuneration from a Producer in consideration of the granting of such right to, and exploitation of such right by, the Producer.

**“New Right Royalty”** – amounts equivalent to 3% of Distributor’s Gross New Right Receipts.

**“New Use”** – any Use which is not known of at, and is first devised after, the date of this Agreement.

**“New Use Royalty”** – amounts equivalent to 3% of Distributor’s Gross New Use Receipts.

**“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.

**“Option C Film”** – a Film in respect of which a Producer has chosen to make payments in accordance with Paragraph 5 of Appendix FA.

**“Overseas Location”** - a location outside the United Kingdom and (for Artists engaged under the provisions of Appendix FF – Registered Low Budget Films) the Republic of Ireland.

**“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.

**“Pay Video on Demand”** – the making available of a Film to a consumer where the consumer may view (but not keep a copy of) the Film at a time of his or her choosing, subject to any usage rules imposed by the service provider and

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<sup>1</sup> By way of example (but not as an exhaustive list), at the date of this Agreement the following services are providing Films in a manner that falls within this definition of Free Video on Demand: in the UK - BBC iPlayer, ITV Hub, All4, My5; in the USA – IMDb TV, Crackle.

where the consumer pays for the Film either on a subscription or per-viewing or per viewing-period basis and not simply by way of a periodic fee for receiving a service as part of a basic package of services (see explanatory note<sup>2</sup>).

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

**“Producer”** – a person or entity which engages an Artist.

**“Production Budget”** - the version of the production budget in effect on the first day of principal photography of the Film, showing 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;
- 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 of the source material for the Film or any publication concerning or related to the making of the Film.

**“Resident Location”** –a location within the United Kingdom and (for Artists engaged under the provisions of Appendix FF – Registered Low Budget Films) the Republic of Ireland 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.

**“Standard Form of Engagement”** – the model of a Form of Engagement for Artists that has been agreed between the Association and the Union, as it may be revised and amended from time to time by agreement between the Association and the Union.

**“Subscription Television”** - any UK pay TV channel for which a subscriber is charged a periodic fee for receiving that channel.

**“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 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 Pay Per View Television and Subscription Television channels.

**“USA Free Television”** - exhibition by means of broadcast, cable, satellite-to-home or CATV services intended for viewing

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<sup>2</sup> By way of example (but not as an exhaustive list), at the date of this Agreement the following services are providing Films in a manner that falls within this definition of Pay Video on Demand: in the UK – Sky Store, Britbox, Amazon, Netflix; in the USA – Amazon, Netflix.

primarily in the USA by viewers in their homes or on personal devices where such viewer either does not pay any fee or charge at all or pays only a periodic fee for receiving a service as part of a basic package of services, but does not pay a separate fee for a separate channel or group of channels or for the Film or for any encoded broadcast of the Film; USA Free Television includes without limitation USA Major Network Television.

**“USA Major Network Television”** - a broadcast television service on a Network as defined by the Federal Communications Commission, and currently comprising ABC, CBS, NBC and Fox Network.

**“USA Pay Television”** - exhibition by means of ‘pay television’ as that term is customarily understood and applied in the United States film and television industries, intended for viewing primarily in the USA by viewers in their homes or on personal devices, but for the avoidance of doubt excluding Pay Video-on-Demand.

**“USA non-Major Network Television”** - USA Free Television other than (i) USA Major Network Television and (ii) USA Free Video-on-Demand.

**“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 exploitation of Uses as set out in Appendix FA Paragraphs 3(ii), 4(ii) and 5(iv).

**"Videogram"** - any physical copy of a Film e.g. videodisc, DVD or videocassette by which means a consumer can keep and view the Film repeatedly.

**Clause F1 DATE OF COMMENCEMENT AND RATES**

This Agreement and its Appendices (hereinafter called this Agreement) shall take effect for all Films commencing principal photography on or after 6<sup>th</sup> April 2021. Rates of pay and other financial amounts highlighted in yellow in this Agreement apply until and including 5<sup>th</sup> April 2022. Thereafter these rates shall be adjusted annually in line with the table set out in Appendix FG.

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

1. This Agreement sets forth minimum terms and conditions for all Artists 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 5 April 2022 and thereafter until terminated or amended by agreement. Either party may terminate this Agreement by giving three months written notice of termination. Such notice may be given at any time after 5 January 2022.
2. Amendments to this Agreement can be sought by either party giving not less than three months written notice of such amendments.

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

1. 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 Form of Engagement or such other Form of Engagement as may be individually negotiated. The Producers acknowledge that the Union has been appointed by the Artists to act on the Artists' behalf as the Artists' duly authorised representative as set out in Clause F5.3.
2. The Standard Forms of Engagement are available on request from the Association, 3<sup>rd</sup> Floor, Fitzrovia House, 153-157 Cleveland Street, London W1T 6QW, telephone 020 7380 8230. Such Standard Forms of Engagement shall only be issued to a Producer together with an authorised contact 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 Standard Forms of Engagement, Producers can contact the Association at the above address.

**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 Forms of Engagement 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 the applicable Producer informed of their current addresses and telephone numbers;
3. that the Union is authorised by every Artist to negotiate and agree on the Artist's behalf amendments to, and to settle on the Artist's behalf any claims or disputes arising from:
  - this Agreement (subject to Clause F3.2); and/or
  - the Form of Engagement of the Artist for a Film.

All amendments so negotiated and agreed between the Union and the Producer shall be deemed incorporated into the Artist's Form of Engagement. The Artist shall agree with and undertake to the Producer in the Form of Engagement that the Artist shall be bound by any and all amendments and/or settlements so agreed between the Union and the Producer as if the same had been agreed between the Artist and the Producer, and the Artist shall not claim or seek to claim for any reason whatsoever that the Union had no authority to agree such amendment(s) and/or settlement(s) on the Artist's behalf.

**Clause F6            ENGAGEMENTS, CASTING AND DUBBING AN ARTIST'S PERFORMANCE**

1. For engagements relating to stunt performers and co-ordinators, session singers, choreographers and dancers, voicing and voice-over artists, additional dialogue replacement artists, and capture performers the contents of Appendices FB, FC, FD, FE, FH and FI 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 agreed variations provided for in Clause F7 which 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, or for censorship and similar requirements.
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 THIS AGREEMENT**

1. In the event that a Clause in this Agreement is not varied by special stipulation or other express provision in an Artist's Form of Engagement then the provisions of that Clause shall apply.
2. Any special stipulation or other express provision that includes additional services within an agreed aggregate sum must identify the nature and extent of such services required of the Artist, e.g. number of fittings, post sync days etc, that are included in the agreed aggregate sum. No variation by special stipulation or other express provision in an Artist's Form of Engagement shall have the effect of reducing the aggregate sum paid to the Artist for the Artist's engagement (exclusive of Use Fees) below the aggregate of the minimum payments that would be due in accordance with this Agreement in respect of such engagement (exclusive of Use Fees).
3. Any variations to this Agreement must be agreed by both the Producer and the Artist in advance.
4. The following provisions of this Agreement shall not be subject to any variation: Clause F12.2 (Penalties for Late Payment), Clause F15.5 (Penalties for curtailed Daily and Weekly Rest Periods), Clause F19 (Holiday Entitlement) and Paragraph 7 of Appendix FA.

#### **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 **£147**.

##### **(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 £292.

- (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 £588.
- (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 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 one Business Day. 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.
- (iv) All notices, requests and decisions shall be made in good faith from both parties.

#### **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 minimum daily Performance Salary pursuant to this Agreement. 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 Artist's Form of Engagement shall specify the weekly Performance Salary to the Artist, which shall not be less than £588.

- 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 FG)
- 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 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 one Business Day. 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.
  - (iv) All notices, requests and decisions shall be made in good faith from both parties.
- 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 by giving no less than eleven hours' notice prior to the commencement of the call.

**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 by giving no less than eleven hours' notice prior to the commencement of the change.

**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 Post Synchronisation**

(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) Half of the Artist's negotiated daily Performance Salary subject to a minimum of the current minimum daily rate **£147** for post synchronisation up to five hours in any one day.

(d) the Artist's full negotiated daily Performance Salary for post synchronisation where such exceeds five hours in any one day.

(e) All payments in this sub-clause F11.2 (ii) shall be included in Total Applicable Salary.

**(iii) Make-up, Hairdressing, Wig and Wardrobe fitting, Camera tests etc and Script Readings**

(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 Artist's negotiated daily Performance Salary for up to five hours in any one day, or full negotiated daily Performance Salary for in excess of five hours in any one day subject to a maximum of **£147** unless varied by Clause F7 above. These payments shall not be included in the Artist's Total Applicable Salary.

(b) 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.

- (c) 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) The Artist's full negotiated 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 of the Artist's negotiated 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.

## **Clause F12 PAYMENT**

### **1. Payment**

The Producer shall pay to the Artist all moneys (exclusive of VAT) 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 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**

- (i) If the Artist has returned to the Producer a signed Form of Engagement and/or performed their obligations under this Agreement and a payment (exclusive of VAT) for an engagement is not made on the due date as set out in Clause F12.1 above or within 7 days thereafter (other than in the event of a formal dispute having been instigated in accordance with Clause F28 or where the provisions of Clause F12.2(ii) or (iii) below apply), the Producer shall pay a penalty of £10 a day to the Artist for the number of days the payment is late up to a maximum of £1000.
- (ii) Penalties for late payments shall in any event not begin to accrue until the Producer is in receipt of the Form of Engagement executed by or on behalf of the Artist, except in circumstances where no Form of Engagement has been issued to the Artist or the Artist's agent or where bona fide negotiations as to contractual terms are ongoing in which case penalties for late payment shall accrue in accordance with Clause F12.2(i) notwithstanding the fact that the Producer is not in receipt of an executed Form of Engagement.
- (iii) Penalties for late payment shall not accrue until the Producer is in receipt of any essential or related documentation necessary to process payment (including, in the case of VAT, a valid VAT invoice).

### **3. VAT**

Payments of VAT shall be due within 28 days of the Producer's receipt of a valid VAT invoice therefor. The Producer shall not be obliged to make payment of VAT in any currency other than Pounds Sterling. If a VAT payment is not made in full within 28 days of the Producer's receipt of a valid VAT invoice the Producer shall pay a penalty of £2 a day to the Artist for the number of days the payment is late up to a maximum of £200. Failure of the Artist or their agent to satisfy any of the Artist's obligations contained in Clause F12.2 above shall render any claim for late payment under the clause void.

## **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 AND REST PERIODS**

1. The Association and the Union agree that it is not in the interest of either the Artist(s) or the Film on which they are engaged for hours to be worked that are so onerous that the Artist(s) ability to do the work for which they are engaged is impaired, particularly to the extent of putting their own health and/or safety at risk. Producers are therefore urged to make sure that they have taken this consideration fully into account when scheduling work in advance or asking Artist(s) to work hours in addition to those already scheduled.
2. The Producer shall ensure that Artists have access to reasonable shelter and facilities including a seating area which should be safe dry and temperature regulated during the working period.
3. **Types of Call**

An Artist may be called to work a normal day call, a night call, an extended day, a continuous working day or a dawn call, each as described in this clause. An Artist's engagement may consist of different types of call. To the extent possible the Producer shall share with the Artist and/or their representative at the time of negotiating the Artist's contract the number of anticipated Continuous Working Days and other types of call which are not normal day calls which are scheduled at such time, but this shall not limit or constrain the Producer in any way as to the types of call or the number of days of any type of call of which the Artist's engagement shall in fact be comprised. It is recognised and acknowledged by the Artist and the Union that there may be changes to the organisation of the working day or week which may arise as a result of matters that occur in the course of and/or in relation to production. Notwithstanding the foregoing, the Producer shall notify the Artist of any changes in relation to the use of Continuous Working Days and other types of call which are not normal day calls as promptly as practicable.
4. **Normal Day Call**

A normal 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. A working day shall be ten hours including a break of one hour.
5. **Continuous Working Day**

The provisions of this clause shall apply only to such Artist(s) as are required to work without the formal cessation of work for a one hour unpaid meal break on a given day.

  - (i) A "Continuous Working Day" working day will consist of eight hours without the formal cessation of work for a one-hour meal break. However the Artist will have the right to take an uninterrupted rest break of twenty minutes no later than six hours from the earlier of their individual call time (which shall include any time spent in make-up, hairdressing or wardrobe) or arrival on set in accordance with statutory requirements. Such working day or days will normally take place between 07.00 hours and 19.00 hours.
  - (ii) Overtime provisions in accordance with Clause F15 will apply in the event that work continues beyond eight hours. Such overtime shall not exceed two hours on any one day except in case of emergencies.
  - (iii) 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.
  - (iv) The provisions of sub-Clauses 11(i) and 11(ii) hereunder do not apply.
  - (v) 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.
6. **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.

**7. 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.

**8. Night work**

Night work is defined as a call scheduled to extend beyond midnight. Artists on night work will be paid in accordance with the provisions of Clause F15. A working night shall be ten hours including a break of one hour. If a working night involves hazardous work by any individual then the working night for that individual shall be reduced to eight hours in accordance with statutory requirements.

**9. 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.

**10. Dancers - Rehearsal Days**

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

**11. Meal Breaks**

Other than in the case of a Continuous Working Day:

(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) **Curtailed 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.

## 12. Rest Periods and Breaks Between Calls

The Artist shall be afforded rest periods and breaks in accordance with the following provisions:

- (i) Daily rest period: the minimum rest period between consecutive work days (“**Daily Rest**”) shall normally be 12 consecutive hours. There may be occasions when as a result of the demands of a production the Daily Rest is reduced to eleven consecutive hours in which case the Producer shall, where possible and where such reduction is anticipated by the Producer prior to the start of the work day immediately before such reduced Daily Rest, seek to consult the Union beforehand. In any event and in accordance with statutory obligations, the Artist should be offered Daily Rest of not less than 11 consecutive hours.
- (ii) Weekly rest period: in addition to Daily Rest, the Producer shall ensure that for an Artist who is working consecutive weeks the schedule affords the Artist one weekly rest break of 24 consecutive hours during a 7 day period commencing at the start of the weekly engagement period (i.e. a total of 35 consecutive hours rest when added with Daily Rest) (“**Weekly Rest**”). There may be occasions when as a result of the demands of a production a fortnightly rest period is substituted for a Weekly Rest period in which case the Producer shall, where possible and where such substitution is anticipated by the Producer prior to the start of the work week immediately before such substituted Weekly Rest, seek to consult the Union beforehand. In the case of a fortnightly rest period and in accordance with statutory obligations, the minimum rest period (in addition to the Daily Rest requirement) is either 2 rest periods of 24 consecutive hours each during a 14 day period or 1 rest period of 48 consecutive hours during a 14 day period.
- (iii) Rest breaks: the Artist shall have the right to take an uninterrupted rest break of twenty minutes no later than six hours from their call time (which shall include any time spent in make-up, hairdressing or wardrobe) or six hours from their last such rest break.
- (iv) Notwithstanding the terms of paragraph (i), (ii) and (iii) above, the Producer and Artist acknowledge that the Producer is able to avail itself of a special case exception in relation to working time in the case of cinematographic production as a result of which, to ensure continuity of production, the Producer may reduce any and all of the rest periods described in paragraphs (i), (ii) and (iii) above. However if availing itself of this exception the Producer shall at all times remain cognisant of its legal obligations in connection with the Artist's health and safety during the course of an engagement.

## 13. Amendments to Calls

Notification to amend any element of a call or to amend a schedule from one type of call to another can be made provided no less than eleven hours' notice is given prior to the commencement of the amended call. Subject to discussions at the pre-production or other comparable meeting(s) alternative starting times may be arranged in respect of any call to meet the requirements of a production. Producers will however ensure that such variations are applied only where essential.

### 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 £88 per hour or part thereof. These payments shall not be included in the Artist's Total Applicable Salary. The Overtime Provisions in this Clause F15 may be varied where an Artist's weekly Performance Salary is in excess of £4,767.
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 F14.11(v) and hours worked where the Daily Rest and Weekly Rest periods are less than those set out in F14.12 as set out in

Clause F15.5 below. 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. Where the Daily Rest period is less than 11 consecutive hours or the Weekly Rest Period is less than the minimum period referred to in Clause F14.12(ii) the Producer shall pay an overtime payment in accordance with Clause F15.1 for those hours by which such Daily Rest period or Weekly Rest period is curtailed, subject to a minimum payment equivalent to one hourly overtime payment.
6. **Night work and work on the Seventh Day and Declared Holidays**
  - (i) Except when varied pursuant to Clause F7, Artists rendering services on night work or on a Declared Holiday shall be paid an additional sum equal to one half of the Artist's negotiated daily Performance Salary for such day. This payment shall not be included in the Artist's Total Applicable Salary.
  - (ii) Except when varied pursuant to Clause F7, Artists rendering services on a seventh consecutive day shall be paid an additional sum equal to the Artist's negotiated daily Performance Salary for such day. This payment shall not be included in the Artist's Total Applicable Salary.
  - (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.

#### **Clause F16 USE FEES AND RIGHTS**

1. Payments for Uses are set out in Appendix FA.
2. A Producer that exploits a New Use or New Right with respect to any Option B or Option C Film shall, until such time (if at all) as the Union and the Producer have negotiated and agreed to alternative mutually acceptable payment terms to apply to such form of New Use or New Right, make payment in respect of the Artists' share of the New Use Royalty and/or the New Right Royalty, as applicable, for such Film which shall be calculated, accounted for and paid in like manner to Paragraph 5 (v), (vii) and (ix) of Appendix FA. A Producer that exploits a New Use or New Right with respect to any Option A Film shall make payment in respect of the Artists' share of the Net Profit of the Film in accordance with Paragraph 3 of Appendix FA.

#### **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. Credits for stunt performers will be placed with or adjacent to those of other Artists in the end credits.
3. 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 NOVATION AND ASSUMPTION; JURISDICTION**

1. The Producer may at any time assign to any third party the whole or any part of the Producer's rights title and interest in and to the Artist's engagement and the services rendered or to be rendered by the Artists. No such assignment shall relieve the Producer of its obligations to account and make payment to the Union pursuant to Appendix FA unless the assignee shall have sent the Union a written undertaking to the Union to assume the Producer's said obligations. A Producer may use their own template for this purpose or they may utilise the template assumption agreement which is available at the offices of 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 28 days 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 £17.70. 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 £147 for each day of paid holiday actually taken. If the daily holiday accrual rate is greater than £17.70 the daily payment of £147 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 for up to five hours in any one day or full negotiated daily Performance Salary for in excess of five hours in any one day. 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. Long Distance Travel to and from Resident Locations**

- (a) Any required travel by air shall be on an airline 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 journey time from the UK departure point to the Resident Location or hotel exceeds four hours the Artist shall not be required to perform on the same day unless there are exceptional circumstances.
- (d) Where the scheduled journey time from the UK departure point to the Resident Location or hotel exceeds eight hours the Artist shall not be required to perform until 24 hours have elapsed after arrival at the destination.
- (e) Where the scheduled journey time from the UK departure point to the Resident Location or hotel 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 Film shall not form a precedent for any subsequent Film.

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

Artists engaged for one day only on the minimum daily Performance Salary 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 and definition of Net Profit and the amount of all Royalty Payments and Net Profit Payments and all information contained in a Royalty payments account or Net profit Share account and hereby agrees and undertakes only to disclose the Production Budget, 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. (a) This Clause and Appendix FJ set out the Producer’s obligations to make pension contributions for Artists as follows:

|   | Producer – before Staging Date* | Producer – after Staging Date* |
|---|---------------------------------|--------------------------------|
| Artist – member of Equity personal pension scheme (“ <b>the Equity PP Scheme</b> ”) | See sub-clause 2(a)             | Appendix FJ                    |
| Artist – not a member of the Equity PP Scheme                                       | See sub-clause 2(b)             | Appendix FJ                    |

\*‘Staging Date’ refers to a Producer’s staging date for the purpose of Auto-Enrolment Pensions in accordance with Part 1 of the Pensions Act 2008, as the same may be amended or modified from time to time (“**the Pensions Act**”)

(b) For the avoidance of doubt the Artist shall be entitled to be a member of either the Equity PP Scheme or (where the Producer has reached its Staging Date and has established or nominated a qualifying pension scheme in accordance with the auto-enrolment provisions of the Pensions Act (“**the Producer Scheme**”) the Producer Scheme;

2. (a) 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 6% of the Artist’s Performance Salary, Stunt performers daily/weekly rate, session fee (as set out in Appendix FC and FE) and supplementary payments (F8.4) subject to a maximum payment of £277 per Film. The Artist shall contribute 3% of the payments stipulated above subject to a maximum payment of £138.50 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.

- (b) Where a Producer has not reached its staging date for the purposes of Auto-Enrolment Pensions in accordance with the Pensions Act: the Producer shall have no obligation to make any pension contributions for or in respect of the Artist if the Artist has not notified the Producer prior to the engagement that the Artist is a member of the Equity Personal Pension Scheme.
3. Payment of the contributions described in Clause F22.2(a) and Appendix FJ, as applicable, shall be made payable to Aviva and sent to the Equity PP Scheme which is administered by Hencilla Canworth First Act at Simpson House, 6 Cherry Orchard Road, East Croydon, Surrey CR9 5BB.

**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 other rights (including without limitation performer's property rights and any and all New 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 terms of Appendix FA. New Uses of the Film shall be paid for in accordance with the terms of Clause F16.2.
3. For the avoidance of doubt, the Artist grants to the Producer its consent for use of their performance in educational establishments. For the avoidance of doubt, the Artist authorises the Union to collect income from the Educational Recording Agency in respect of use of their performance in educational establishments and to use any payments due to the Artist if the Artist cannot readily be identified or use any payments due to the Artist which are not practicable to distribute for any other reason, for the general benefit of Artists in such ways as the Union may approve.

**Clause F24 MERCHANDISING, PUBLISHING, INTERACTIVE 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 and in clauses F25 and F26 or otherwise with the Artist's agreement. Any reference to Artist's consent set out in this clause or in clauses F25 or F26 shall, following the Artist's death, include the Artist's estate. Such consent shall not in any manner waive Artist's rights (including rights of the Artist's estate) to pursue claims against third parties arising from the use of material which falls outside of the scope of authorisation given by Producer. The consent referred to in this provision and F24.2 is subject to English Law.
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 other sound effects 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 and any prequel or sequel, remake or TV spin off, to the Film in which the Artist also appears and/or any part thereof (including any trailer, documentary, television programme, Videogram or sound recording concerning the Film or the production of the Film and any prequel or sequel to the Film in which the Artist also appears) and also any books, goods, articles, films, Commercial tie-ins (including video games and interactive devices) and other forms of commercial exploitation and promotion associated with or derived from the Film and any prequel or sequel, remake or TV spin off to the Film in which the Artist also appears or anything appearing therein.

The Producer shall not without the Artist's prior consent use or 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 other sound effects and performances (including without limitation any computer generated imagery or digital technique featuring any aspect of the Artist's likeness) for any activity not in connection with the Film or any prequel or sequel to the Film in which the Artist also appears. 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 or Interactive 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 or Interactive 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. £2,352) 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 or for any activity covered under clause F24.2) 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 or for Clip Exploitation), 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 television 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. £2,352) 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 £46 for an extract from the recording of an Artist's performance not exceeding one minute or £87 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.

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.

| Length of Artists engagement          | Artist's Negotiated daily Performance Salary |
|---------------------------------------|--|
| 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. £2,352) per week or part thereof the Producer shall be entitled to exploit all rights under this sub-Clause F24.6 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 recordings of the soundtrack of the Film the Producer shall pay the Artist a one-off payment of £50 for each track that incorporates any part of the Artist's performance. 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. £2,352) 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 or other express provision

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                    EQUALITY, DIVERSITY, INCLUSION AND DIGNITY AT WORK**

1. The parties to this Agreement are committed to improving diversity within the industry and shall not unlawfully discriminate in the engagement, or Union admission, of Artists on the grounds of their Protected Characteristics as defined in the Equality Act 2010 ("The Act").
2. The parties are committed to the casting of Artists based on ability and the requirements of each particular role and support non-traditional and inclusive casting.
3. When Protected Characteristics are not relevant to the role:
  - a. Protected Characteristics shall not be a casting requirement for the role; and
  - b. The Producer shall refrain from asking Artists about their Protected Characteristics unless relevant to the Artist's engagement by the Producer.
4. When Protected Characteristics are relevant to the role:
  - a. The Producer shall make proper use of the provisions in The Act in casting the role; and
  - b. The parties encourage Producers to include Protected Characteristics linked to the role within the casting breakdown so as to enhance the opportunity for Artists with similar characteristics to be considered for the role.
5. In all cases socio-economic status shall not factor into the criteria for casting.
6. To enable the casting of disabled Artists, whether or not the role specifically calls for a disabled Artist, the Producer shall make reasonable adjustments in accordance with section 20 of The Act including making reasonable adjustments to cater for access to any audition, rehearsal or performance for Artists with disabilities.
7. The parties are committed to addressing underrepresentation and advancing equality of opportunity for Artists.
8. The Producer shall ensure that Artists have access to the Producer's policies.

- a. In relation to dignity at work / bullying and harassment: Producers may choose to utilise the BFI Principles and Guidance available here: <https://www.bfi.org.uk/about-bfi/policy-strategy/set-principles-screen-industry> (a requirement for BFI funded Films).
- b. In relation to equality, diversity and inclusion: Producer may choose to utilise the BFI Diversity Standards available here: <https://www.bfi.org.uk/supporting-uk-film/diversity-inclusion/bfi-diversity-standards> (a requirement for BFI funded Films).

**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 Union's request 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. At the Union's request and to the extent possible and practicable the Producer shall send to the Union a copy of the Film's 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 or an aggregate of ten 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 any mutually agreed additional insurance for the Artist if practicable in the United Kingdom.

**Clause F35 NUDITY AND SIMULATED SEX ACTS**

1. "Simulated Sex Acts" shall mean any act which if performed in public would be regarded as "indecent".
2. "Nudity" or "Nude" shall mean the display of any part of the body which would be revealed if the Artist were not wearing a bathing suit (Speedo and bikini, for male and female actors, respectively).
3. The Artist shall be notified in writing before any audition takes place that the engagement will involve Nudity or Simulated Sex Acts.
4. **At auditions:**
  - a) No Artist shall be required to appear Nude until after being interviewed for the part, whatever its nature.
  - b) No Artist shall be required to perform Simulated Sex Acts.
  - c) Where 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 required for 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 written consent of the Artist being obtained.
5. **Performances**
  - a) Any Artist required to appear Nude and/or perform Simulated Sex Acts shall have included in their Form of Engagement a Nudity Rider. A template Nudity Rider is available at the offices of the Association and the Union. The Artist shall be provided a reasonable opportunity to review the relevant part or parts of the script and to review and negotiate the proposed Nudity Rider which should set out the scope and extent of the Nudity and/or Simulated Sex Acts before signing the Form of Engagement. The Producer acknowledges that the Artist is not obliged to agree the Nudity Rider.
  - b) Where an Artist has agreed a Nudity Rider 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 and/or Simulated Sex Acts shall not be admitted to the set while Nudity and/or Simulated Sex Acts are being undertaken. This shall not preclude an observer from the Union or any other agreed representative from being present on set.
  - 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 ensure that the unused recorded material of scenes involving Nudity and/or Simulated Sex Acts not used in the finished product shall be destroyed.

**7. Continuity Photographs/Stills**

All continuity photographs of the Artist Nude and/or performing Simulated Sex Acts shall be destroyed and no other still photograph may be taken. The Producer shall not authorise any still photograph or likeness of the Artist Nude and/or performing Simulated Sex Acts to be reproduced in any manner whatsoever from any frame, footage or out take of the production or otherwise or used for any purpose whatsoever including in connection with advertising, publicity, trailers, merchandising, commercial tie ups or otherwise without Artist's prior written consent, provided that the foregoing shall in no way limit the Producer's right to use such footage as part of the final edited version of the production.

In the event that any pictures, stills, likenesses, screen grabs or GIFS of the Artist are used in a compromising or derogatory manner on the internet or any publication the Producer in their capacity as copyright owner shall use reasonable endeavours to have them removed.

**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 the Producer shall arrange for Individuals to be covered by the Film Union (or equivalent) insurance scheme provided by any funder of the Film, provided that the level of cover afforded is no less than the levels set out below. In the event that there is no such scheme, then the Producer shall themselves put such cover in place.

The minimum level of cover afforded shall be:

Personal Accident and Illness: Up to £62,500 for accidental death or permanent incapacity, and up to £200 per week for temporary incapacity after the first 7 days, up to a maximum of 52 weeks.

Medical and Emergency Travel Expenses: up to £500,000 in respect of death injury or illness while on an overseas location. This would cover medical and hospital treatment, travel back to the UK, overseas travel and accommodation expenses, and funeral expenses incurred overseas (including returning remains to the UK).

Personal baggage: up to £1,000 for baggage and £200 for cash. For delayed baggage, up to £200 for replacement items.

**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 **£120** 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. The Producer must inform the Union or the Association when about to engage Artists (which definition includes all stunt performers and co-ordinators). The Union will decide whether a letter of financial guarantee will be acceptable, or whether the Producer must provide monies to be placed in escrow. The Union will inform the Association of its decision.
  
2. The Producer must either send to the Union a letter of financial guarantee, a copy of which must be provided to the Association or provide sufficient funds to enable the Association to hold in the escrow account money on behalf of Artists engaged on the film. The escrow money shall be an amount equivalent to the Artists' contractual fees up to a maximum of £5,000 per week per Artist up to a maximum of two weeks for any one Artist. Escrow should be lodged with the Association no later than two weeks prior to the commencement of principal photography. The Association will only provide a Producer with template Forms of Engagement for Artists once this has been done.

3. The Producer shall provide the Association with a breakdown of the escrow money detailing the following for all Artists: Artist's name (where known), character name or stunt role as applicable, their daily/weekly rate plus the Use Fees, total of days/weeks to be worked and the amount to be lodged in escrow per Artist and in total.
4. The Association shall hold the escrow money in a Trust Account that is a separate bank account operated by the Association solely for the purposes of providing escrow services. The Association shall not mix the escrow money with any of the Association's own funds.
5. For so long as the Producer has no liability to pay the Artists, the Association will hold the escrow money on trust for the Producer. As soon as the Producer has any liability to pay the Artists, the Association will hold:
  - a. an amount equal to the extent of that liability, including VAT where applicable, on trust for the relevant Artists; and
  - b. the balance (if any) on trust for the Producer.
6. The Producer must ensure wherever possible that contracts are issued before the Artist commences work as specified in Clause F6.2 above. It shall be the responsibility of the Artist or their agent to return signed contracts as soon as possible. Undue delay in returning signed contracts or submitting VAT invoices where applicable by Artists or their agents without cause shall not be a sufficient reason to withhold the escrow being returned to the Producer under the provisions of sub-clause (7) below. In the event there is a dispute under the provisions of sub-clause (7) below this should be brought to the attention of the Association and the Union as soon as possible to resolve the dispute.
7. Upon completion of filming and once all Artists have been paid (including VAT where applicable) the Producer can request the return of the escrow money, less a proportion to cover any post-production work. When applying for the return of escrow money the Producer must at the same time provide a final cast list detailing the Artists' names along with their respective agent's name and contact details (and where no agent applies then the individual's address and any other contact details). The Producer will at the same time, if not already undertaken, provide to the Union the Artists Report and the Statement of Production Budget or Definition of Net Profit / details of collection agent appointed as applicable under Appendix FA.
8. If the Producer or the Union notify the Association that there is a dispute between the Producer and an Artist about any sum which may be due to an Artist, the Association shall hold such sum until the dispute is resolved and the Producer and the Union both confirm in writing to the Association that the sum may either be released to the Artist or returned to the Producer.
9. The Association will return the escrow money to the Producer when the Union has confirmed that there are no outstanding payments due to Artists.
10. The Union is irrevocably authorised to receive all amounts that may be outstanding to an Artist. The receipt by the Union of such amount shall discharge the Association from its obligations to hold money on trust for any Artist on the Film.

**Clause F40            INCOME RECEIVED FROM COLLECTING SOCIETIES AND OTHER FORMS OF THIRD PARTY INCOME – QUIT CLAUSE**

Without prejudice to the provisions of paragraph 4 of the Form of Engagement:

1. Where in respect of performances contracted in accordance with this Agreement the Artist is entitled by law to receive from domestic or foreign collecting societies equitable remuneration or other forms of income provided for by the law of any jurisdiction additional to the income arising under this Agreement, or where the Artist is entitled by law to receive any other income from any other collective bodies additional to the income arising under this Agreement, nothing in this Agreement shall prevent the Artist from laying claim thereto. The Artist shall not be obliged to account to the Producer for the income referred to in this clause and the Producer shall not lay claim to any such income. For the avoidance of doubt, the Artist authorises the Union to collect income from the Educational Recording Agency in respect of use of their performance in educational establishments in accordance with clause F23.3.

2. In the event that the Producer receives any income referred to in clause F40.1 to which the Artist is entitled, the Producer shall pay without deduction such income to the Artist as soon as reasonably practicable following Producers receipt or realisation of receiving such income.
3. For the avoidance of doubt, the Artist shall not be entitled to any equitable remuneration or other forms of income which the Producer is entitled by law to receive whether as a producer and/or broadcaster or otherwise from domestic or foreign collecting societies or other forms of income provided by the law of any jurisdiction, and the Producer shall not be obliged to account to the Artist for any such income and the Artist shall not lay claim to any such income.

Such income includes but is not limited to equitable remuneration in respect of the off-air recording right, the retransmission rights, blank tape levies or machine levies, the lending right and rental right and any other right from time to time provided for by the law of any jurisdiction. For the avoidance of doubt, income in respect of the 'off air recording right' does not include income from the Educational Recording Agency in respect of use of the Artist's performance in educational establishments and such income is authorised by the Artist to be collected by the Union pursuant to clause F23.3.

4. In the event that the Artist receives any income referred to in clause F40.3 to which the Producer is entitled, the Artist shall pay without deduction such income to the Producer as soon as reasonably practicable following Artists receipt or realisation of receiving such income.
5. The Artist will make no claim against the Producer that shall arise from any failure by the Artist or any organisation that may represent the Artist to enter into any agreements with collecting societies or any failure on the part of such a society to make any payment to the Artist.
6. The Producer is authorised to disclose all necessary information about the Artist to a relevant collecting society so as to assist such collecting society to identify those entitled to receive the money it collects.

## APPENDIX FA

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

#### 1. Performance Salary

There shall be a minimum salary of EITHER £147 a day OR £588 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 £20 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 via a collection agent acceptable to the Union. If a Producer is unwilling or unable to arrange for Net Profits to be paid by a collection agent acceptable to the Union then they must apply Option B or Option C instead.

OPTIONS B and C involve payment of Royalty Payments on defined 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 or Option C shall be mandatory for further Use Fees, unless the Union shall agree that Option A may 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 and C 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 30% plus other Uses totalling at least a further 20% so that the total of pre-purchased Uses is at least 50% [see table below].

For Films budgeted above £1 Million the Producer must pre-purchase one theatric Use at 30% plus other Uses totalling at least a further 45% so that the total of pre-purchased Uses is at least 75% [see table 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.

| Market/Medium and Territory                                       | Use Fee % of Total Applicable Salary |
|---|--------------------------------------|
| Theatric North America and Non-Theatric Worldwide                 | 30                                   |
| Theatric World excluding North America and Non-Theatric Worldwide | 30                                   |
| World Videogram   | 70                                   |
| UK Pay Per View and Subscription Television                       | 15                                   |

|  |      |
|--|------|
| UK Network Terrestrial Television                  | 12.5 |
| UK Secondary Television                            | 2.5  |
| USA Major Network Television                       | 15   |
| USA Non-Major Network Television                   | 5    |
| USA Pay Television                                 | 10   |
| World Television excluding UK and USA              | 5    |
| World Download to Own/Electronic Sell-through      | 5    |
| World Free Video on Demand and Pay Video-on-Demand | 75   |
| World Clip Exploitation                            | 5    |

**(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 3% 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 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 session fee including Use Fees

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 on completion of principal photography. Once provided the definition shall not be amended. The Producer shall concurrently advise as to the identity of its distributor for the purposes of distributing the Net Profit Share for Artists. In calculating Net Profits for the purpose of Artist distributions, the Producer shall deduct the Distribution Administration Charge from 100% of the Net Profit (calculated in accordance with the supplied Net Profit definition). The Distribution Administration Charge shall be either:

- (a) A one off payment of £3,000 in respect of each Film;
- (b) A payment of 1% of the distributable amount in respect of each distribution of Net Profits to be shared among Artists

**(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 pro-rated 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 the name of the collection agent, 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 upon completion of filming and before the return of Escrow. If any Artist carries out any work on the Film after the Artists Report has been submitted that alters any entitlement to Net Profit Share, the Producer shall provide the Union with a revised Artists Report detailing any such additional work and amended entitlements.

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

The Producer shall provide the Union, for each Film, an Artists Report setting out the name of the collection agent, 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 upon completion of filming and before the return of Escrow. If any Artist carries out any work on the Film after the Artists Report has been submitted that alters any entitlement to Net Profit Share, the Producer shall provide the Union with a revised Artists Report detailing any such additional work and amended entitlements.

- (a) The Producer shall arrange for the Net Profit Share for Artists to be paid by the collection agent appointed for the Film to (i) the Union or (ii) on written agreement between the Union and the Producer, to the Union's Nominated Distribution Agent; or (iii) the Producer's nominated distribution agent (which for the avoidance of doubt may be the Producer itself).
- (b) The first accounting period for Net Profit Share shall commence on the date of first theatrical release of a Film, and further accounting shall occur at six-monthly intervals thereafter for the first five years from the date of first theatrical release. Thereafter accounting shall be at annual intervals. The Producer shall endeavour to procure that the accounting periods for the first five years from the date of first theatrical release shall end on March 31 and September 30.
- (c) Payments due to Artists shall be made by the Producer in one lump sum either to the Union or alternatively, on written agreement between the Union and the Producer, to the Union's Nominated Distribution Agent within 90 days of the end of each accounting period. Accounting shall be made to the Union by means of a Net Profit Share Account showing the proportion of the Net Profit Share owed to each Artist entitled to receive payment. The Union or the Union's Nominated Distribution Agent shall be responsible for distributing the appropriate payments to individual Artists. The Producer shall authorise the collection agent to provide the Union with all the information the Union is entitled to receive in accordance with this clause.
- (d) The Union or alternatively, following written agreement between the Union and the Producer, the Union's Nominated Distribution Agent (as applicable) 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 by the Union or the Union's Nominated Distribution Agent (as applicable) from the Producer shall be good and valid discharge of the Producer's responsibilities in this regard. The Union shall not,

and shall procure that the Union's Nominated Distribution Agent 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 30% plus other Uses totalling at least a further 20% 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 30% plus other Uses totalling at least a further 45% 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                | 30               | Unlimited  |
| Theatric World excluding North America and Non-Theatric Worldwide | 30               | Unlimited  |
| World Videogram   | 70               | Until such time as 100% of the combined worldwide wholesale receipts from these markets (less those excluded items set out in the definition of Distributor's Gross Videogram and Download to Own/Electronic Sell-Through, Pay Video on Demand and Clip Exploitation Receipts) amounts to a sum equivalent to 52.5% of the Production Budget |
| World Download to Own/Electronic Sell-through                     | 5                |  |
| World Pay Video-on-Demand   | 72.5             |  |
| World Clip Exploitation   | 5                |  |
| UK Pay Per View and Subscription Television                       | 15               | Four (4) years from first Use in this market   |

|                                       |      |   |
|---------------------------------------|------|---|
| UK Network Terrestrial Television     | 12.5 | Four (4) years from first Use in this market  |
| UK Secondary Television               | 2.5  | Four (4) years from first Use in this market  |
| USA Major Network Television          | 15   | Unlimited   |
| USA Non-major Network Television      | 5    | Unlimited   |
| USA Pay Television                    | 10   | Unlimited   |
| World Television excluding UK and USA | 5    | Four (4) years from first Use in this market  |
| World Free Video on Demand            | 2.5  | Unlimited in the USA; four (4) years from first Use in this market in the rest of the world |

**(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 the Royalty Payments in the chart below shall be made for any further exploitation of the Film in these markets/media/territories.

| Market/Medium & Territory                     | Royalty Payments %   |
|---|--|
| World Videogram                               | 3% of Distributor's Gross Videogram and Download to Own/Electronic Sell-Through, Pay Video on Demand and Clip Exploitation Receipts for the applicable market/medium and territory |
| World Download to Own/Electronic Sell-through |  |
| World Pay Video-on-Demand                     |  |
| World Clip Exploitation                       |  |
| UK Pay Per View and Subscription Television   | 3.5% of Distributor's Gross Receipts for the applicable market/medium and territory  |
| UK Network Terrestrial Television             |  |
| UK Secondary Television                       |  |
| World Television excluding UK and USA         |  |
| World Free Video on Demand excluding USA      |  |

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 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 session fee including Use Fees.

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 Budget

The Producer will provide the Union with a confirmation from a director of the Producer or duly authorised senior officer of the Film's principal distributor of the total amount of the Production Budget of the Film. This information will be provided to the Union no later than the completion of post-production of the Film.

#### (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 30 days after the completion of post-production of the Film.

#### (vii) Payment of Royalty Payments:

(a) The Royalty Payments for Artists shall be paid by the Producer either (and as the Producer shall elect):

- (A) to the Union; or
- (B) on written agreement between the Union and the Producer, to the Union's Nominated Distribution Agent; or,
- (C) to the Artists directly;

provided always that the Producer shall be entitled to pass on this obligation to any collection agency or payroll company appointed for the Film.

(b) The first accounting period for Royalty Payments shall end on the March 31 or September 30 date which is the first to occur after the date of first Videogram release of a Film or if no Videogram is released then the March 31 or September 30 date which is the first to occur after the date of first Use other than any theatric release, and further accounting shall occur at six-monthly intervals thereafter for the first seven years from that date. Thereafter accounting shall be at annual intervals.

(c) In the event the Producer elects to make payment in accordance with sub-paragraph (vii)(a)(A) or (vii)(a)(B):

- (A) payments due to Artists shall be made by the Producer in one lump sum either to the Union or alternatively, following written agreement between the Union and the Producer, to the Union's Nominated Distribution Agent within 90 days of the end of each accounting period;
- (B) the Producer shall make payment to the Union or the Union's Nominated Distribution Agent (as applicable) of a payment distribution fee which shall be either (as the Producer shall elect) a one-time payment of £3,000 to cover all accounting with respect to the Film for all accounting periods or a sum equivalent to 1% of the amount of the lump sum payment made by the Producer for each accounting period;

- (C) the Union or alternatively, following written agreement between the Union and the Producer, the Union's Nominated Distribution Agent (as applicable) shall be responsible for making the appropriate payments to the individual Artists or their agent or other authorised representative and the Union and the Artist shall acknowledge that receipt by the Union or the Union's Nominated Distribution Agent (as applicable) 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, and shall procure that the Union's Nominated Distribution Agent shall not, disclose to any Artist any information other than the payment due to that Artist.
- (d) In the event the Producer elects to make payment in accordance with sub-paragraph (vii)(a)(C), payments due to Artists shall be made by the Producer to the Artists within 90 days of the end of each accounting period;
- (e) Accounting shall be made to the Union by means of a Royalty Payments Account showing Distributors Gross Receipts and Distributors Gross Videogram and Download to Own/Electronic Sell-Through, Pay Video on Demand and Clip Exploitation Receipts in each Use category, the total royalty and the proportion of the Royalty Payments owed to each Artist entitled to receive payment.

**(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 Royalty Payments Account be audited by a suitably qualified person experienced in the film industry for the purpose of verifying the accuracy of the information disclosed in such 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 for the Film in question including without limitation the Production Budget of the Film. 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).

**5. Option C:**

- (i) A Producer of an Option C Film shall own the performances and services of the Artist and the products thereof and all rights (including all copyright, performers' property rights and related rights) therein, and shall be entitled to exploit (and to authorise others to exploit) the same by any and all means and in any and all media whatsoever now known or hereafter devised, without restriction or limitation, throughout the world for the full period of copyright and thereafter insofar as is possible in perpetuity.
- (ii) The payments due to the Artist in respect of any and all such exploitation described in Paragraph 5(i) shall be the following (to the extent applicable):
- Use Payments in accordance with Paragraph 5(v) below;
  - Royalty Payments in accordance with Paragraph 5(vi) below;
  - Payment for use in a commercial in accordance with Clause F24.4;
  - New Use Royalties and New Rights Royalties in accordance with Clause F16.2.

No payments other than the foregoing (to the extent applicable) shall be due in respect of any exploitation of the performances and services of the Artist and the products thereof by any and all means and in any and all media whatsoever now known or hereafter devised, without restriction or limitation, throughout the world for the full period of copyright and thereafter insofar as is possible in perpetuity.

(iii) Clauses F24 and F25 of the Agreement are hereby amended accordingly in respect of Option C Films.

**(iv) Minimum Pre-Purchase**

For Films budgeted under £1 Million the Producer must pre-purchase one theatric Use at 30% plus other Uses totalling at least a further 20% 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 30% plus other Uses totalling at least a further 45% so that the total of pre-purchased Uses is at least 75% [see chart below].

**(v) Use Payments**

To exploit the Film in the following markets and 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                 | 30             | Unlimited  |
| Theatric World excluding North America and Non-Theatric Worldwide | 30             | Unlimited  |
| World Videogram   | 70             | Until such time as 100% of the combined worldwide wholesale receipts from these markets (less those excluded items set out in the definition of Distributor's Gross Videogram and Download to Own/Electronic Sell-Through, Pay Video on Demand and Clip Exploitation Receipts) amounts to a sum equivalent to 47.5% of the Production Budget |
| World Download to Own/Electronic Sell-through                     | 5              |  |
| World Pay Video-on-Demand   | 72.5           |  |
| World Clip Exploitation   | 5              |  |
| UK, Pay Per View and Subscription Television                      | 15             |  |
| UK Network Terrestrial Television                                 | 12.5           | Four (4) years from first Use in this market   |
| UK Secondary Television   | 2.5            | Four (4) years from first Use in this market   |
| USA Major Network Television                                      | 15             | Four (4) years from first Use in this market   |
| USA Non-major Network Television                                  | 5              | Four (4) years from first Use in this market   |
| USA Pay Television  | 10             | Four (4) years from first Use in this market   |
| World Television excluding UK and USA                             | 5              | Four (4) years from first Use in this market   |
| World Free Video on Demand  | 2.5            | Four (4) years from first Use in the USA; four (4) years from first Use in this market in the rest of the world  |

**(vi) Royalty Payments**

If the Producer has chosen Option C, 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 the Royalty Payments in the chart below shall be made for any further exploitation of the Film in these markets/media/territories.

| <b>Market/Medium &amp; Territory</b>                  | <b>Royalty Payments %</b>  |
|---|--|
| World Videogram                                       | 3% of Distributor's Gross Videogram and Download to Own/Electronic Sell-Through, Pay Video on Demand and Clip Exploitation Receipts for the applicable market/medium territory |
| World Download through to Own/Electronic Sell through |  |
| World Pay Video-on-Demand                             |  |
| World Clip Exploitation                               |  |
|   |  |
| UK Pay Per View and Subscription Television           | 3.5% of Distributor's Gross Receipts for the applicable market/medium territory  |
| UK Network Terrestrial Television                     |  |
| UK Secondary Television                               |  |
| World Television excluding UK and USA                 |  |
| World Free Video on Demand excluding USA              |  |
|   |  |
| USA Major Network Television                          | 1.5% of Distributor's Gross Receipts for the applicable market/medium territory  |
| USA Non-major Network Television                      |  |
| USA Pay Television                                    |  |
| USA Free Video on Demand                              |  |
|   |  |

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 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.

### (vii) Statement of Production Budget

The Producer will provide the Union with a confirmation from a director of the Producer or duly authorised

senior officer of the Film's principal distributor of the total amount of the Production Budget of the Film. This information will be provided to the Union no later than the completion of post-production of the Film.

**(viii) 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.

**(ix) 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 (vi) and (viii) 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 30 days after the completion of post-production of the Film.

**(x) Payment of Royalty Payments**

(a) The Royalty Payments for Artists shall be paid by the Producer either (and as the Producer shall elect):

- (A) to the Union; or
- (B) on written agreement between the Union and the Producer, to the Union's Nominated Distribution Agent; or,
- (C) to the Artists directly;

provided always that the Producer shall be entitled to pass on this obligation to any collection agency or payroll company appointed for the Film.

(b) The first accounting period for Royalty Payments shall end on the March 31 or September 30 date which is the first to occur after the date of first Videogram release of a Film or if no Videogram is released then the March 31 or September 30 date which is the first to occur after the date of first Use other than any theatric release, and further accounting shall occur at six-monthly intervals thereafter for the first seven years from that date. Thereafter accounting shall be at annual intervals.

(c) In the event the Producer elects to make payment in accordance with sub-paragraph (x)(a)(A) or (x)(a)(B):

- (A) payments due to Artists shall be made by the Producer in one lump sum either to the Union or alternatively, following written agreement between the Union and the Producer, to the Union's Nominated Distribution Agent within 90 days of the end of each accounting period;
- (B) the Producer shall make payment to the Union or the Union's Nominated Distribution Agent (as applicable) of a payment distribution fee which shall be either (as the Producer shall elect) a one-time payment of £3,000 to cover all accounting with respect to the Film for all accounting periods or a sum equivalent to 1% of the amount of the lump sum payment made by the Producer for each accounting period;
- (C) the Union or alternatively, following written agreement between the Union and the Producer, the Union's Nominated Distribution Agent (as applicable) shall be responsible for making the appropriate payments to the individual Artists or their agent or other authorised representative and the Union and the Artist shall acknowledge that receipt by the Union or the Union's Nominated Distribution Agent (as applicable) 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, and shall procure that the Union's Nominated Distribution Agent shall not, disclose to any Artist any information other than the payment due to that Artist.

- (d) In the event the Producer elects to make payment in accordance with sub-paragraph (x)(a)(C), payments due to Artists shall be made by the Producer to the Artists within 90 days of the end of each accounting period;
- (e) Accounting shall be made to the Union by means of a Royalty Payments Account showing Distributors Gross Receipts and Distributors Gross Videogram and New Media Receipts in each Use category, the total royalty and the proportion of the Royalty Payments owed to each Artist entitled to receive payment.

**(xi) 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 information disclosed in such Royalty Payments Account as pertaining to receipts and payments for the accounting period to which such Royalty Payments Account relates. 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 for the Film in question. 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).

**6. Union's Nominated Distribution Agent**

- (i) In this Agreement the expression "Union's Nominated Distribution Agent" shall mean any distribution agency as may be nominated by the Union and agreed from time to time in writing between the Union and the Producer to provide collection, allocation or distribution services for the purposes of this Appendix FA of this Agreement.
- (ii) The written agreement of a Producer shall be required for any payment by the Producer to any Union's Nominated Distribution Agent instead of the Union pursuant to paragraphs 3(viii)(a) and (c) or 4(vii)(a)(B) and (c)(A) or 5(x)(a)(B) and (c)(A) of this Appendix FA.
- (iii) The Union agrees that any distribution agreement entered into by the Union with a Union Nominated Distribution Agent shall include an obligation requiring compliance by the Union Nominated Distribution Agent with the Union's obligations, agreements and undertakings pursuant to Clause F21 and Appendix FA of this Agreement. The Union agrees that any act or omission on the part of the Union's Nominated Distribution Agent which would have amounted to a breach of Clause F21 or Appendix FA if such act or omission had been an act or omission on the part of the Union, shall be deemed to be a breach of Clause F21 or Appendix FA on the part of the Union and the Union shall indemnify the Producer against all costs, claims, fines, penalties, expenses, damages and losses incurred by the Producer arising out of any such breach.

**7. Interest on Late Payments**

If Producer fails to pay any amount payable by Producer under this Appendix FA on or before the payment due date, and if Producer shall fail to remedy such failure within 30 days after Producer's receipt of written notice of such

failure from Equity, Producer shall pay interest on the overdue amount at the rate of three percent (3%) per annum above the Bank of England's base lending rate as such rate is publicly quoted on the payment due date. Interest shall accrue on a monthly basis (accruing first on the date thirty (30) days after the payment due date and every thirty (30) days thereafter) until the day of actual payment.

**8. Value Added Tax (VAT)**

VAT shall be due and payable on all payments made pursuant to this Appendix FA if and to the extent applicable, Payments of VAT shall be due within 28 days of the Producer's receipt of a valid VAT invoice therefor. The Producer shall not be obliged to make payment of VAT in any currency other than Pounds Sterling.

## 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. 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.

3. The Producer shall offer engagements as Stunt Co-ordinators and Performers only to suitably qualified and experienced performers.

#### 4. 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 £611 per day or £2,444 per week.

(b) The minimum rates for Stunt Co-ordinators shall be £775 per day or £3,100 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) £147 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, and for seventh days and Declared Holidays in addition to the rate otherwise payable for such days or nights.

(v) Overtime payments for Stunt Performers and Co-ordinators shall be one seventh of their daily rates per hour or part thereof.

(vi) 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.

(vii) 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.

5. 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.

6. 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".

In the event that the Stunt Performer or Co-Ordinator confirms that he/she has Stunt Performer Personal Accident Insurance cover reasonably acceptable to the Producer (proof of which must, if requested, be provided to the Producer in the form of a copy of the insurance policy certificate), the Producer shall make a payment to the Stunt Performer or Co-ordinator as set out hereunder, which payment shall be used as a contribution thereto:

For each day of engagement, subject to a maximum of two days

in any one calendar week **£19.50**

For each week of engagement **£39**

7. 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."

## APPENDIX FC

### Session Singers - Film Sound Track Recording

1. A basic session shall be not less than 3 hours for engagements booked on scales 3 and 4 and not less than 2 hours for engagements booked on scales 1 and 2. The length of the session must be specified at the time of booking the singer.
2. For each session a singer will be engaged on the Standard Form of Engagement for singers and will be paid an appropriate fee as detailed in the table below and will be entitled to participate in Net Profit Share or Royalty Payments under the Option elected. In consideration of this the Producer shall own the performances and services of the singer and the products thereof and all rights (including all copyright, performers' property rights and related rights) therein, and shall be entitled to exploit (and to authorise others to exploit) the same by any and all means and in any and all media whatsoever now known or hereafter devised (including without limitation the right to exploit commercial recordings of the soundtrack), without restriction or limitation, throughout the world for the full period of copyright and thereafter insofar as is possible in perpetuity.
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><br>1-36 hours         | £140 per hour<br>(£280 per 2hr session) |
| <b>Scale 2</b><br>37-350 hours       | £103 per hour<br>(£206 per 2hr session) |
| <b>Scale 3</b><br>351-800 hours      | £94 per hour<br>(£282 per 3hr session)  |
| <b>Scale 4</b><br>801 hours and over | £70 per hour<br>(£210 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 sessions 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 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. 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. The Artist shall be entitled to all the provisions of the main Agreement including Appendix FA except as varied in

this Appendix.

12. For the purposes of calculating a singer's entitlement to Net Profit Share or Royalty Payments, each day worked shall count as one fifth Time Unit irrespective of the number of sessions worked on any day.

## APPENDIX FD

### Choreographers and Dancers

1. This Appendix relates solely to the terms of engagement of choreographers and dancers under this Agreement. Dancers that are engaged to perform choreographed work are recognised as Artists in accordance with the provisions of 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 this Agreement for any such days of performance.
4. The Producer shall undertake risk assessments prior to any engagement for the purposes of ensuring the health and safety of choreographers and dancers in light of the nature of the work to be performed. Such risk assessments should include but not be strictly limited to ensuring the following: adequate space to warm up and perform; regulated/adjustable room temperature; adequate ventilation; clean and safe floors, surfaces and equipment where relevant.
5. The working day for dancers during rehearsal shall be a nine hour day including a meal break of one hour.
6. Sufficient time for warm up should be included in working time.
7. If a dancer is engaged for night work and is carrying out hazardous work then a working night for that individual should be no more than eight hours in accordance with statutory requirements.
8. The Producer shall ensure there are appropriate facilities including changing facilities and access to drinking water and refreshments in or near the place of work. Where such facilities are not available the Producer shall provide drinking water and refreshments.

## 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:
  - a. post-synchronisation or dubbing of the Artist's own part (see clause F11.2(ii))
  - b. dubbing services carried out outside the UK for non-English language versions of Films.
2. The Artist shall be entitled to all the provisions of the main Agreement including Clause F25 and Appendix FA 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 **£109** 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 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 that qualify for UK and Irish tax credits for cinema release and that 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. Registration is only valid through the offices of the Association and the Union. Producers in membership of the Association or Independent Film Producers 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 SIF 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% of the Performance Salary. For VLBF the percentage shall be 50%.

These initial payments shall allow the producer to exploit the Film in all media/markets and/or territories as listed in Appendix FA 3 (ii). UK television Uses may commence no earlier than 6 months from the Film's theatrical release or if no theatrical release has taken place then 9 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 theatrical or Videogram release has taken place.

5. The Producer of a LBF or VLBF is required to choose Option A, B or C for the payment of Net Profit Share or Royalty Payments in accordance with Appendix FA. If Option A is chosen the share of Net Profit payable by the Producer shall be 5%.
6. 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 3 of this Appendix.

(iv) Co-productions made under treaties between the UK and other countries will not be accepted for registration.

(v) Television productions will not be accepted for registration.

7. 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-Clause | Subject      | Payment/ Rate from 6 April 2020 to 5 April 2021                                    | Payment/ Rate from 6 April 2021 to 5 April 2022   | Should this payment be included in Total Applicable Salary? |           |
|---------------------|--------------|--|---|---|-----------|
| F8                  | 1            | Minimum daily Performance Salary   | £144  | £147  | Yes       |
|                     | 1(i)         | Rehearsal  | Daily Performance Salary  |   | Yes       |
|                     | 1(iii)       | Script Readings Conferences and Read throughs                                      | Daily Performance Salary  |   | No        |
|                     | 4(ii)(a)     | Supplement for a single day on first call  | Maximum of £286   | Maximum of £292   | Yes       |
|                     | 4(ii)(b)     | Supplement for not working on first call   | Maximum of £576   | Maximum of £588   | Yes       |
|                     | 6            | Daily standby  | Half the Daily Performance Salary with a minimum of the minimum daily Performance Salary                              |   | Yes       |
| F9                  | 1            | Minimum weekly Performance Salary  | £576  | £588  | Yes       |
|                     | 2(i)         | Up to one week of rehearsal  | Performance Salary  |   | Yes       |
|                     | 2(ii)        | More than one week of rehearsal  | Performance Salary plus 50% of Use Fees   |   | Yes (50%) |
|                     | 4            | Script Readings Conferences and Read throughs                                      | Daily Performance Salary  |   | No        |
| F11                 | 2(ii)(a)     | Second Call – script reading or rehearsal for less than half the Guaranteed Period | Half of Performance Salary  |   | Yes       |
|                     | 2(ii)(b)     | Second Call –rehearsal for more than half the Guaranteed Period                    | Performance Salary  |   | Yes       |
|                     | 2(ii)(c)     | Second Call –Post-synch – up to five hours post-synch                              | Half the daily Performance Salary with a minimum of:  |   | Yes       |
|                     |              |  | £144  | £147  |           |
|                     | 2(ii)(d)     | Second Call –Post-synch – more than five hours post-synch                          | Daily Performance Salary  |   | Yes       |
|                     | 2(iii)(a)    | Second Call – Make-up, Hairdressing, Wig & Wardrobe fitting, Camera tests          | Half the daily Performance Salary (up to five hours) or full Performance Salary (over five hours) up to a maximum of: |   | No        |
|                     |              |  | £144  | £147  |           |
|                     | 2(iii)(b)    | Second Call – nominated script reading   | Daily Performance Salary  |   | No        |
|                     | 2(iii)(c)(i) | Second Call – Make-up, Hairdressing, Wig & Wardrobe fitting, Camera tests, after   | Daily Performance Salary  |   | Yes       |

| Clause & Sub-Clause | Subject           | Payment/ Rate from 6 April 2020 to 5 April 2021   | Payment/ Rate from 6 April 2021 to 5 April 2022   | Should this payment be included in Total Applicable Salary?  |     |
|---------------------|-------------------|---|---|--|-----|
|                     | Guaranteed Period |   |   |  |     |
|                     | 2(iii)(c)(ii)     | Second Call – Make-up, Hairdressing, Wig & Wardrobe fitting, Camera tests– after Guaranteed Period on standby | Half the daily Performance Salary   | No   |     |
| F12                 | 2(i)              | Daily late payment penalty  | £10 per day up to a maximum of £1,000 per Artist  | No   |     |
| F13                 | 2                 | Work on a sixth day in a week   | Daily Performance Salary  | Yes  |     |
| F15                 | 1                 | Overtime – Hourly rate  | One third of daily Performance Salary up to a maximum of:<br>£86 per hour<br>Variation Performance Fee £4,674 | No   |     |
|                     |                   |   | £88 per hour<br>Variation performance Fee £4,767  |  |     |
|                     | 6(i)              | Night work and Declared holidays  | Additional one half of daily Performance Salary   | No   |     |
|                     | 6(ii)             | Work on a 7th day   | Additional daily Performance Salary   | No   |     |
| F19                 | 5                 | Payment for holiday not taken   | A minimum of £16.22 per day   | A minimum of £17.70 per day                                  | No  |
| F19                 | 5                 | Reduction for paid holiday taken  | £144  | £147   | No  |
| F20                 | 3                 | Travel on a non-working day   | Half the daily Performance Salary (up to five hours) or full daily Performance Salary (over five hours)       |  | No  |
|                     | 9                 | Threshold for receiving cost of public transport  | £144  | £147   | No  |
| F22                 | 1                 | Pension cap   | Producer £TBA/ Artist £TBA  | Producer: £277<br>Artist: £138.50<br>UNDER REVIEW            | No  |
| F24                 | 3                 | Salary cap for merchandising etc  | £2,304 per week (i.e. 4 x minimum weekly Performance Salary)  | £2,352 per week (i.e. 4 x minimum weekly Performance Salary) | No  |
| F24                 | 5                 | Salary cap for extracts   | £2,304 per week (i.e. 4 x minimum weekly Performance Salary)  | £2,352 per week (i.e. 4 x minimum weekly Performance Salary) | No  |
|                     | 5(i)              | Extract fees  | £45 up to one minute/<br>£85 for one to four minutes  | £46 up to one minute/<br>£87 for one to four minutes         | No  |
| F24                 | 6(iii)            | Salary cap for “Making of...”   | £2,304 per week (i.e. 4 x minimum weekly Performance Salary)  | £2,352 per week (i.e. 4 x minimum weekly Performance Salary) | No  |
| F25                 | 3                 | Salary cap for soundtracks  | £2,304 per week (i.e. 4 x minimum weekly Performance Salary)  | £2,352 per week (i.e. 4 x minimum weekly Performance Salary) | No  |
| F38                 | 2(d)              | Retainer during suspension  | £118  | £120   | No  |
| App. FA             | 1                 | Minimum daily Performance Salary  | £144  | £147   | Yes |
| App.                | 1                 | Minimum weekly Performance  | £576  | £588   | Yes |

| Clause & Sub-Clause |           | Subject  | Payment/ Rate from 6 April 2020 to 5 April 2021 | Payment/ Rate from 6 April 2021 to 5 April 2022 | Should this payment be included in Total Applicable Salary? |
|---------------------|-----------|--|---|---|---|
| FA                  |           | Salary   |   |   |   |
| App. FB             | 4(i)(a)   | Stunt performer's minimum payments             | £599 pd/ £2,396pw                               | £611 pd/ £2,444pw                               | No  |
|                     | 4(i)(b)   | Stunt co-ordinator's minimum payments          | £760 pd/ £3,040 pw                              | £775 pd/ £3,100 pw                              | No  |
|                     | 4(iii)(b) | Wig/wardrobe fitting                           | £144  | £147  | No  |
|                     | 6         | Stunt Insurance                                | £38 pw/ £19 pd                                  | £39 pw/ £19.50 pd                               | No  |
| App. FC             | 3         | Session Singers – Scale 1 session fee          | £137  | £140  | Yes   |
|                     | 3         | Session Singers – Scale 2 session fee          | £101  | £103  | Yes   |
|                     | 3         | Session Singers – Scale 3 session fee          | £92   | £94   | Yes   |
|                     | 3         | Session Singers – Scale 4 session fee          | £68   | £70   | Yes   |
| App. FE             | 4         | Re-voicing etc – minimum four hour session fee | £107  | £109  | Yes   |
| App. FH             | 2         | ADR Artists session fee                        | £312.50   | £319  | No  |
| App. FH             | 5         | ADR Artists session fee on Low Budget Films    | £102  | £104  | Yes   |

## APPENDIX FH

### 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. (NB for post-syncing work please refer to clause F11.2.(ii). For revoicing please refer to Appendix FE).
2. The minimum fee for a four-hour session is £319. 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.
3. 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.
4. ADR Artists shall not receive Net Profit Share or Royalty Payments.
5. Where an ADR Artist is employed on a Low Budget or Very Low Budget Film, the minimum session fee shall be £104 and the provisions of Appendix FF clause 4 shall also apply.

## APPENDIX FI

### CAPTURE PERFORMERS

**“Capture Services”**: facial or bodily movement undertaken by a professional performer in order to be recorded or “captured” in digital form by a device so that the recorded data is then processed to create an altered and/or enhanced image of human forms or non-human forms in a film.

**“Capture Performer”**: a professional performer who renders Capture Services.

1. If the Capture Services:
  - (i) are undertaken in response to specific direction to such Capture Performer from the Film’s director;

**and**

  - (ii) feature the capture of the Capture Performer’s facial expressions and/or the Capture Performer’s facial likeness;

for the use in creating a specific role in the Film that is identified in the Film’s screenplay then the Producer shall engage such Capture Performer pursuant to the terms of this Agreement (**“Eligible Performance Capture Services”**).

2. If the Capture Services are not consistent with Eligible Performance Capture Services, the Producer shall not be obliged to engage such Capture Performer pursuant to the terms of this Agreement (**“Non-Eligible Motion Capture Services”**). Examples of Non-Eligible Motion Capture Services include, but are not limited to, instances when motion data is recorded for reference or composite purposes or when data of a static model is recorded (a.k.a. “cyberscanning”).
3. Notwithstanding the terms of Paragraph 2 above, in the event that the Capture Performer renders Non-Eligible Motion Capture Services that feature the Capture Performer’s unique, specialized physical motion and such Capture Services are as a result of material specific direction to the Capture Performer by the Film’s director then the Producer will give good faith consideration, on a case-by-case basis, but without obligation, to engaging such Capture Performer pursuant to this Agreement taking into account the extent and nature of such Capture Services.
4. If otherwise engaged as an Artist/Stunt Performer for the period of Eligible Performance Capture Services, no separate Capture Services engagement is required.

**APPENDIX FJ**  
**PENSIONS**  
Under discussion

## APPENDIX FK

### MINORS

1. This Appendix relates solely to the engagement of Artists who are from the age of 10 years old to school-leaving age (a “**Minor**”).
2. Except as varied below all provisions of this Agreement shall apply to the engagement of Minors and any reference to Artist(s) will be deemed to apply to Minors, unless otherwise stated in this Appendix FK.
3. The following provisions of the Agreement shall not apply to Minors:
  - (F13) Working Week – Weekly Engagements and (F14) Working Day and Rest Periods: this shall be varied to comply with the statutory requirements for Minors.
  - (F15) Overtime Payments.
  - (F32) Dangerous Work
  - (F35) Nudity
4. If any provision of this Agreement and/or the Form of Engagement conflicts with any statutory requirements or any requirements of the Minor’s Local Educational Authority (LEA), the statutory and/or LEA requirements shall at all times prevail.
5. Where it is specified in the Agreement that the Producer shall notify the Artist, when in relation to Minors this shall be read that the Producer shall notify the Artist and the applicable parent/guardian, or notify the Agent on behalf of the Artist and applicable parent/guardian.
6. **Fees**

The minimum fees for a minor shall be **50%** of the stipulated minimum fees set out in this Agreement. This applies to all fees and payments.

Where the agreed performance salary is greater than the minimum, all fees and payments due to that Artist shall be proportionally increased above the minimum in respect of that engagement.
7. **Statutory requirements/LEA:** Whilst working with and filming minors, the Producer shall adhere to all applicable statutory requirements, including but not limited to, Local Educational Authority (LEA) licences, working time regulations, data protection and the provision of chaperones and tutors.
8. **Use Fees**

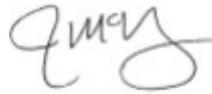
Use Fees shall be calculated on a Minor’s Total Applicable Salary as defined in this Agreement. The Producer shall purchase Use Fees as set out in Appendix FA of this Agreement.
9. **Net Profit Share/Royalty Payments**

Minors shall participate in Net Profit Share or Royalty Payments payable under Option A or Options B/ C respectively of Appendix FA of this Agreement, as applicable. Minors shall be added to the Artists Report in the relevant section and Time and Salary Units shall be assigned to Minors on the basis set out in Appendix FA.

## SIGNATORIES TO THE AGREEMENT

### For the Association:

Signed by:



JOHN MCVAY – CHIEF EXECUTIVE, PACT



Signed by:

HAKAN KOUSETTA – CHAIR, PACT

### For the Union:

Signed by:



PAUL W. FLEMING – GENERAL SECRETARY, EQUITY

Signed by:



MAUREEN BEATTIE – PRESIDENT, EQUITY