

FAA / PACT AGREEMENT

March 1

2017

Between pact - Producers Alliance for Cinema & Television & FAA - Film Artistes Association - a division of The Broadcasting, Entertainment, Communications & Theatre Union, a sector of Prospect. Note: This Agreement is applicable for engagements within a 40 mile Radius of Charing Cross for television and film production.

**For the Employment of
Background Artists,
Stand-Ins and Doubles.**

Revisions to the previous agreement (published in this document in red):

- Change of Contents page
- Addition of Clause 7.1 (e) in Types of Engagement
- Addition of Clause 7.5
- Addition of Clause 11.7- Rates of Pay and Holiday Pay
- Amendment of Clause 12.2 to remove 'single time'
- Amendment of 13.5 - Cancellation of Calls
- Clause 13.6 is now included at clause 7.4 with slight amendments
- Amendment of Clause 15.1 and 15.3 - Attendance in a Non- Performing Capacity to reflect removal of Appendix C
- Amendments to Appendix A, B, D, E
- Removal of Appendix C

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Agreement between PACT and the FAA for the Employment of Background Artistes Stand-Ins and Doubles

PREAMBLE

THIS AGREEMENT dated 1st March 2017 together with the attached Appendices supersedes all previous Agreements made between PACT, its predecessors and the FAA and constitutes an Agreement between Producers Alliance for Cinema and Television Ltd of 3rd Floor Fitzrovia House, 153-157 Cleveland Street, London, W1T 6QW ("PACT") and the Film Artistes Association of 373-377 Clapham Road, London SW9 9BT ("the Union") for the employment of Background Artistes, Stand-Ins and Doubles.

CLAUSE 1. DEFINITIONS

In this Agreement (unless the subject or context otherwise requires) the following expressions shall have these meanings:

"Producer/s" feature film producers, television film producers, studio owners and others being members in good standing of PACT

"Artiste/s" persons engaged under the terms of this Agreement

"Union Representative" an Artiste who is a Member of the Union properly appointed as a union representative under the rules and procedures of the Union

"Background Artiste/s" an Artiste properly qualified to appear before the cameras to render such basic performances and services as outlined in Clause 6.

"Stand-In/s" an Artiste properly qualified to "stand-in" for cast members during "blocking", "rehearsing", "lighting", etc.

"Double/s" an Artiste properly qualified to double for a cast member on camera in scenes, shots and set-ups in which close physical resemblance between the Artiste and the cast member is not required.

Lookalike Double/s" an Artiste properly qualified to double for a cast member on camera in scenes, shots and set-ups in which close physical resemblance between the Artiste and the cast member is required.

"Salary Voucher" a document issued by the Producer to the Artiste on a Call for one work period under this Agreement for the purposes of calculating and issuing receipts for payments as set out in **Appendix F**.

CLAUSE 2. UNDERTAKINGS OF PACT AND THE PRODUCERS

PACT and the Producers undertake and agree:

1. To recognise the Union exclusively for the purpose of representing and negotiating the minimum rates of pay and conditions of employment of Artistes working as Stand-Ins, Doubles or Background Artistes under the provisions of this Agreement.
2. To observe in every way the provisions of this Agreement.
3. That the conditions of work of Artistes working on location should not be less favourable than those provided for other members of shooting units given the nature of Artistes' work and the large number of Artistes on certain Calls.

4. When engaging Artistes with disabilities for specific filming scenes or shots Producers should take the utmost care and attention to provide adequate and suitable facilities commensurate with those disabilities.

CLAUSE 3. UNDERTAKINGS OF THE UNION, ITS MEMBERS AND THOSE EMPLOYED UNDER THIS AGREEMENT

The Union, it's Members, and those employed under this Agreement agree:

- 1) To observe and comply with all of the provisions of this Agreement and carry out and perform to the best of their ability all reasonable requests and instructions which they may from time to time receive from the Producers and shall promote the interests of PACT and the Producers.
- 2) Neither individually nor collectively, to divulge any information concerning the business of the Producers, cast or productions that may come to their knowledge.
- 3) To recognise PACT as the exclusive representatives of feature film and television film Producers, studio owners and others in the United Kingdom.
- 4) To recognise that failure to observe the provisions of this Agreement may result in the Producer withholding payment to the Artiste at the Producer's sole discretion.

CLAUSE 4. DURATION AND REVISION

This Agreement shall commence on 1st March 2017 and shall be subject to review on or after 29th February 2020. If either party seeks to terminate this Agreement, it shall do so by giving six months' notice in writing of such termination no earlier than 1 September 2019. Until such time the Agreement continues in full force and unaltered. Either party wanting to make changes to any of the terms and conditions in this Agreement shall give the other no less than three months' notice of its intention to seek changes and such notice to be given on or after 1 December 2019. The three months' notice period shall run from the point at which the party being asked for changes receives a written account of the changes requested. It is open to either party during a period of notice of termination to apply for the Agreement to remain in place pending completion of negotiations of a new Agreement, or appropriate changes to the current Agreement.

CLAUSE 5. EXTENT OF THE AGREEMENT

1. The engagement of Artistes by Producers under the terms of this Agreement shall be restricted to Calls to work within a radius of forty miles of Charing Cross, London.
2. Where filming takes place at an actuality event or the like, or where an actuality event has been set up specifically for the purposes of the production, persons of the general public may be photographed and recorded by the Producer. This is subject to an appropriate number of Artistes being engaged to perform in proximity to the cast members and that it is stipulated that there shall not be any substantial creative direction of the public.
3. In cases of special circumstances variations to the provisions of this Agreement may be agreed between the Producer and the Union in consultation with PACT.

CLAUSE 6. DEFINITION OF PERFORMANCES AND SERVICES RENDERED BY ARTISTES

1. Background Artistes and Stand Ins - Basic Performances and Services.

Artistes when called as Background Artistes or Stand-Ins shall render such Performances and Services to set the atmosphere of the scenes as the Producer shall require both on and off camera; this may include general and/or individual directed movement, group and individual activities, mass and/or individual reactions, audible and inaudible (mimed) sound, vocal and conversation effects. Individuals may however be entitled to additional supplementary payments as detailed and in particular payment for Creative Reaction, Minimal Dialogue and Dialogue. For the avoidance of doubt any contribution by a Background Artiste in sound only, including so called "ambience" work, within the terms of this Agreement whether during production or in pre or post production shall be deemed to be part of basic performance requirements. The Artiste shall work with such properties and wear such clothing, make-up, wigs and hair-styles as the Producer may direct.

2. The appropriate fee for the provision of supplementary categories by an Artiste is laid down in **Appendix B**.

3. Any service or performance outside the supplementary categories and which an Artiste considers to be beyond basic background work (as outlined in paragraph 1 above) shall be discussed with the Producer and the union representative and a fee negotiated before the scene is shot.

4. Subject to the exceptions of Category A, B and C at **Appendix B** (Change of Clothing and Special Clothing; Firearms, Uniforms and Driving), an Artiste may not receive more than TWO supplementary fee from each category in **Appendix B** (to a maximum of two categories) on any one Call unless one of them is for nudity under the provisions of clause 6.6.

5. On each Call an Artiste shall be called either as a Background Artiste or as a Stand-In (unless called specifically as a Double or Lookalike Double). In the event the Producer calls upon an Artiste to perform in both capacities on the same day then the Artiste shall receive in addition to their daily rate a supplementary fee under Category E of **Appendix B**.

6. Nudity

Both the Producers and the Artiste acknowledge that the requirements of certain productions may call for Background Artistes to perform nude or semi-nude. In the case of such "nude calls" the following shall apply:

- a) The intention of a Producer to make "nude calls" shall be made known to the Union and discussed at the Pre-Production Meeting.
- b) The nature of such nude calls will be made known to the Agent by the Producer, both in advance and on a daily basis.
- c) The nature of such "nude calls" shall be made known to Artistes both in advance and on a daily basis prior to the acceptance of such Calls by the Artiste. Should this requirement be breached the Artiste has the right to refuse to perform nude or semi-nude without forfeiting their basic rate of pay.
- d) No Artiste shall be obliged to accept a "nude call" and no Artiste shall be penalised either at the time or subsequently for refusing to accept such a "nude call".

- e) During rehearsing and shooting of “nude calls” the Producer shall at all times maintain a closed set and ensure that the minimum number of cast and crew (commensurate only with production requirements) are present.
- f) Fees for “nude or semi-nude” Calls shall be agreed between the Producer and the Artistes before such Calls are made. This fee shall be paid in addition to any other Supplementary Fee which may be due under **Appendix B**.

CLAUSE 7. TYPES OF ENGAGEMENT

- 1) The engagement of an Artiste shall be for a Standard Day or a Standard Night or a Continuous Working Day/Night or a Shift Call.
 - a) The Standard Day shall be a working period that shall include time reasonably spent in returning props and costumes where applicable of any eight consecutive hours (except for the meal breaks stipulated in Clause 10) between 07.00 hours and 22.00 hours. Hours worked before or after the hours specified shall be paid at the Standard Night overtime rate in half-hourly installments.
 - b) The Standard Night shall be a working period that shall include time reasonably spent in returning props and costumes where applicable of any eight consecutive hours (except for the meal breaks stipulated in Clause 10) that is specifically called as such and scheduled to extend beyond midnight or to commence before 04.00 hours.
 - c) The Continuous Working Day/Night Call shall be a work period (the operation of which will normally be agreed between the Producer and the Union at the Pre-Production Meeting) of any seven continuous hours and after the completion of the seventh hour Artistes shall be entitled to overtime payments. The work period shall include time reasonably spent in returning props and costumes where applicable.

During this entire period the Producer shall provide a running buffet for the use of the Artistes at the cost of the Producer and no cessation or interruption of work shall take place for the consumption of refreshment or meals. The Producer will use their best endeavours to ensure that the Artistes are able to take refreshments whilst not actually working and the timing and frequency of such meals to be taken will be dependent on operational requirements.

- d) The Shift Call shall be a work period of any four continuous hours taking place between 06.00 hours and 23.00 hours and shall attract a payment of five-eighths of the rate for the Standard Day.
- e) Where an Artiste is scanned for the purposes of “photogrammetry”, “3D scanning” or “digi- double”, the use of that image is restricted to the one named production for which the scan is taken. It may not be used for ANY other production in ANY other media without prior permission

For the avoidance of doubt where the Artiste’s scan has been incorporated into a production or series the Producer shall be entitled to use and/or license others to use the production in all media throughout the world in perpetuity

- 2) An Artiste accepting a Standard Day Call or a Standard Night Call or a Continuous Working Day/Night Call or a Shift Call is under no obligation whatsoever to be available for any further Calls and there is no obligation on a Producer to re-call any Artiste.
- 3) In cases of special circumstances variations to the provisions of this Clause may be agreed in discussion between the Producer and the Union in consultation with PACT.
- 4) For the avoidance of doubt, where the Artiste is already working on a production and has been informed of a potential call back the following day for the same production, the Producer shall not be obliged to confirm the potential Call until 1500 hours on the day before the call back. The cancellation provisions in Clause 13 shall not apply if the potential Call has not been confirmed by 1500 hours on the day before the call back whereby the Artiste is free to accept other engagements for the following day(s).
- 5) Producers and Artistes are not obliged to honour an unconfirmed booking or engagement.

CLAUSE 8. OVERTIME ON STANDARD DAY CALLS AND STANDARD NIGHT CALLS AND CONTINUOUS WORKING DAY CALLS

- 1) Due to a variety of factors overtime on productions may be required. In those circumstances the Artiste shall render such reasonable overtime as is required by the Producer subject to the Producer informing the Artiste as soon as practicable but not later than one hour before the Artiste's finishing time. Overtime shall be payable in half- hourly installments and all overtime rates shall be paid at the appropriate rate for the contracted call. Such notification may be cancelled if made on or before one hour of the Artiste's finishing time after which all overtime notified shall be paid at the overtime rate whether such overtime is worked or not.
- 2) Notwithstanding the provisions of paragraph 1 of this Clause it is agreed that the Artiste shall without warning render overtime of up to fifteen minutes after the normal finishing time in order to complete a "take" or "set up" which shall attract a payment of one half-hour at the overtime rate.
- 3) Subject only to the provisions of paragraph 4 below and paragraphs 1 and 2 of Clause 10, overtime (and consequently the payment thereof) shall not commence until the Artiste shall have completed eight hours work on a Standard Day Call or a Standard Night Call or seven hours work on a Continuous Working Day/Night Call.
- 4) A call which commences before 07.00 on a Standard Day Call shall attract the Standard Night overtime rate per half hour until 07.00 after which the normal provisions for the Standard Day shall apply in accordance with Clause 7.1(a) of this Agreement.

CLAUSE 9. OVERTIME ON SHIFT CALLS

- 1) Artistes shall render overtime of up to fifteen minutes after the finishing time of a Shift Call to complete a "take" or "set up" which shall attract a payment of one half hour at the overtime rate.
- 2) Other than as outlined in 9.1 above an Artiste is under no obligation whatsoever to work overtime on Shift Calls and shall in no way be penalised or discriminated against either at the time or later for refusing to do so. Should an Artiste be asked by the Producer to work beyond the four hours of their Shift Call and the fifteen minutes provided for in paragraph 1 of this Clause and they freely agree to do so they will be paid a total of twice the fee for the Shift Call for which they will be liable to complete the eight hours of the Standard Day. In this event the Artiste will be entitled to meal breaks as stipulated in Clause 10 of this Agreement.

CLAUSE 10. MEALS AND INTERIM REFRESHMENTS

- 1) An Artiste engaged for a Standard Day or Standard Night shall be entitled to an unpaid meal break of one hour, to be taken at a time to be agreed, normally not later than six hours from their call time. This meal break shall be unpaid unless it is curtailed by the Producer in which event the meal break shall constitute a paid working hour for the purposes of Clause 8.3 of this Agreement. Where an Artiste is called before 0700 on a Standard Day the six hours shall count from their time of call or 0700 hours where adequate food and refreshments has been provided by the Producer.
- 2) On a Standard Day Call or a Standard Night Call should the Producer delay the unpaid meal break beyond six hours after the Artiste's time of Call that meal break shall then constitute a paid working hour for the purposes of Clause 8.3 of this Agreement.
- 3) On a Standard Day Call, Standard Night Call or a Continuous Working Day when an Artiste works overtime he/she shall be entitled to a second one hour meal break which shall commence no later than 13 hours after the Artiste's time of Call. This meal break shall not constitute a paid working hour unless it is curtailed by the Producer. If the meal break is curtailed it shall constitute a paid hour of overtime. During second, or subsequent, meal breaks a meal shall be provided and paid for by the Producer.

- 4) On all Calls other than those at Recognised Studios or a Continuous Working Day Call the Producer shall provide appropriate meals and interim refreshments for the Artistes at the Producer's cost in respect of which:-
 - a) The quality of food and interim refreshments and the service thereof provided for an Artiste shall be the equivalent of that provided for other members of the shooting unit.
 - b) Interim refreshments shall be made available at appropriate intervals during the morning and afternoon and night periods of work to be consumed without any cessation or interruption of production requirements.
 - c) Meal breaks shall be deemed to have commenced when the service of food is available and the Artiste is released from production requirements.
- 5) On all Calls at Recognised Studios the Producer shall provide facilities for the purchase of meals and interim refreshments by the Artistes at the Artiste's cost; the service and consumption of such interim refreshments shall take place without any cessation or interruption of production requirements.
- 6) When it is impracticable for the Producer to provide meals and/or interim refreshments as provided for in this Clause the Artistes shall receive the allowances as set out in **Appendix E** (as appropriate) in lieu of such meals and/or refreshments.

CLAUSE 11. RATES OF PAY AND HOLIDAY PAY

- 1) An Artiste engaged as a Background Artiste or as a Stand- In shall be paid in accordance with **Appendix A**.
- 2) An Artiste who is required to provide performances and/or services as specified in **Appendix B** shall receive payment in accordance with **Appendix B** which fees shall not attract overtime or premium payments of any kind.
- 3) Work on more than one production or episode of a series in a single work period shall not qualify for more than one payment.
- 4) In the event of a transfer from one designated place of work to another on the same day or night the Artiste shall either be transported at the Producer's cost to the alternative place of work or reimbursed the cost of public transport and time spent travelling between such places of work shall form part of the working day.
- 5) An engagement for a Standard Night Call shall be defined as being on the day of commencement of the Call for the purpose of calculating Public Holiday premium payments.
- 6) An Artiste shall be entitled to paid holiday at the rate of 5.6 weeks per annum and pro rata for any lesser length of engagement. Holiday not taken during an engagement shall be accrued and paid in lieu at the end of the engagement at the rates shown in **Appendix A**.
- 7) All attendance at set, location or studio shall be subject to holiday pay, including fittings, rehearsals, on and off camera presence and overtime as noted in **Appendix A**

CLAUSE 12. METHOD OF PAYMENT

- 1) The Artiste shall be paid no later than each Friday of the week following the week in which the call took place. Nothing within this Agreement prevents a Producer from making such payments at the end of each call.
- 2) On arrival Artistes shall be issued with a Salary Voucher on which Name, Address and National Insurance number must be completed in block capitals. This shall remain in the possession of the Artiste throughout their engagement. On dismissal (and after time spent returning wardrobe and props to the appropriate department that shall be paid as hours worked in the day) the Salary Voucher must be signed by the Artiste and presented to the appropriate production official with all reasonable speed before leaving the place of work for payment. Artistes must not sign or handle another Artiste's Voucher at any time.

Any time spent in “signing off” after the end of the working period (which shall include time reasonably spent in returning props and costume where applicable), shall be counted as part of the working day for payment purposes.

- 3) No responsibility for payment shall attach to the Producer if the Artiste’s Salary Voucher is lost until the Producer has been able to ensure that such missing Salary Voucher has not previously been presented for payment.
- 4) The Producer may at the Producer’s discretion withhold subsequent payment if a Salary Voucher is altered or defaced.

CLAUSE 13. CANCELLATION OF CALLS

- 1) With the exception of the provisions under Clause 15.4. below a call may be cancelled by a Producer at any time up to midday (except in the circumstances in 6 below) on the day before the call in which case no payment shall be made to the Artiste. If a call is cancelled between midday and no later than 17.30 on the day before the call is due to take place a cancellation fee of 50% of the negotiated rate for that day shall be payable except in the circumstances set out in paragraph 3 below.
- 2) After the latest time stipulated in paragraph 1 of this Clause payment in full at the rate of the Call shall be made whether or not the Artiste is required to attend the Call except in the circumstances described in paragraph 3 below.
- 3) A Producer can cancel a Call on the day of work owing to bad weather or any other cause beyond the control of the Producer. In these circumstances if the Artiste is released either before attending or less than two hours after the time of Call without having to perform then payment shall be made at half the appropriate basic rate. Thereafter the full basic rate shall be payable.
- 4) The provisions of paragraph 3 of this Clause for half- payment in the event of cancellation of Calls shall not apply to Calls in a Non-Performing capacity or for Shift Calls.
- 5) An Artiste who is called and attends for a fitting shall be notified no later than the end of the Fitting Call of the date and place, and if possible time, of at least one Standard Day Call, Standard Night Call or Shift Call. Payment for such a Call shall be in accordance with the provisions of **Clause 15.4.**

CLAUSE 14. TRAVELLING AND TRANSPORT

- 1) Travel allowances in accordance with **Appendix D** shall apply to all engagements.
- 2) Where shooting is to take place at a location not serviced by public transport the Producer may designate a rendezvous point that is serviced by public transport and call the Artiste to that point. The Producer shall then provide transport at the Producer’s cost from the rendezvous point to the location and return; the time of Call shall start and finish at the designated rendezvous point.
- 3)
 - a) Should the Producer provide transport from a central pick-up point to a location, or designated rendezvous point, the Artiste’s time of Call shall start and finish at such location or rendezvous point.
 - b) Should the Producer provide transport from a central pick-up point to a location or designated rendezvous point, and require the Artiste to use that transport, then the time of Call shall start and finish at the central pick-up point.
- 4) Should the Producer stipulate, or the Call require, the Artiste to provide her /his own transport to a rendezvous point, location, or studio, then the Artiste shall be entitled to the appropriate travel allowance, shown as **Appendix D**, and the time of Call shall start and finish at the designated rendezvous point, location, or studio.
- 5) When an Artiste is released at a time when public transport is not available the Producer shall (at the Producer’s election and at the Producer’s cost):
 - a) Provide transport for the Artistes to the nearest available point where public transport is available; or

- b) Provide transport for the Artistes to her/his home (for the purposes of this paragraph the Artiste shall be deemed to reside within a 30 mile radius from Charing Cross, London); or
- c) Provide suitable overnight accommodation for the Artistes; or
- d) Pay the Artiste until public transport is available.

CLAUSE 15. ATTENDANCE IN A NON-PERFORMING CAPACITY

An Artiste can be called to attend in a non-performing capacity including auditions where rehearsals and/or fittings take place on the same day and such attendances shall be paid as follows:

- 1) Fees for such Calls shall be as specified in **Appendix A**.
- 2) An Artiste called under this Clause shall dress as reasonably required by the Producer.
- 3) When an Artiste attends in a non-performing capacity and is subsequently required to perform on the same day the fee/s specified in **Appendix A** for non-performance shall not be payable and the full rate will apply.
- 4) An Artiste who has been selected and fitted and is subsequently available and contactable for the Call shall receive one Standard Day or Night basic rate, or one Shift Call basic rate, as appropriate. Where the call is subsequently cancelled by the Producer under the circumstances provided in Clause 13.3 above payment shall be made as per 13.3.

CLAUSE 16. UNION REPRESENTATION

- 1) Subject only to the provisions of paragraph 2 of Clause 19 union representatives shall be the only Members of the Union to have the right of access to representatives of the Producer on any matter on the Call for which they are engaged.
- 2) Union representatives shall themselves use their best endeavours to ensure that Artistes who are members of the Union carry out the instructions of the Producer at all times.
- 3) Union representatives shall be responsible for ensuring that Artistes who are members of the Union conform to the procedures for handling difficulties and settling disputes as set forth in Clause 19 below.
- 4) Union representatives shall not organise meetings at any time during a Call without the prior consent of the Producer.
- 5) Subject to prior arrangement with the Producer a full-time official of the Union shall have the facility to visit Artistes who are members of the Union on any Call.

CLAUSE 17. CODE OF CONDUCT

- 1) The Artiste shall comply with the rules and regulations in force, or notices displayed at studios or other places of work.
- 2) Artistes may only accept a call providing they are free to work for the full period of the assignment as notified.
- 3) On all assignments Artistes are required to report punctually to the Assistant Director of the production unit concerned at the time and place specified. National Insurance numbers must be carried and produced when asked for.
- 4) An Artiste who is unable to attend, or who is delayed in attending a call must notify their agent and the production unit at the earliest opportunity.
- 5) Artistes who are asked to appear in a prominent position in a scene but are not available for work beyond the day of that call must advise the Assistant Director that they are not available for continuity if so required.

- 6) Artistes must carry out all instructions given by the Director or Assistant Directors on the productions to which they are assigned, and must, unless instructed to the contrary, remain on the set at all times during working sessions.
- 7) Artistes must not replace themselves on a call.
- 8) Artistes are not permitted to visit studios, locations or places of audition for the purpose of seeking employment.
- 9) Artistes must not seek to obtain further engagements prior to being dismissed by the Assistant Director or obtaining approval to do so.
- 10) Artistes are obliged to perform the work for which they are engaged, unless some hazard not in the original instructions is involved.
- 11) Artistes are not permitted to take friends, relations or pets on a call.
- 12) Any Artiste who reports late at the designated place of work without adequate reason may forfeit the engagement without compensation at the discretion of the Producer. If the Producer decides to continue the engagement of the Artiste then proportionate deductions from the rate of pay may be made.
- 13) No Artiste shall leave the place of work designated for a Call without the prior consent of an authorised representative of the Producer.
- 14) No Artiste shall organise or attend meetings at a designated place of work for a Call other than meetings properly convened with the consent of the Producer.
- 15) No Artiste shall take part in or carry out any activity at a designated place of Call which is not directly related to the Artiste's engagement unless separately and specifically authorised in writing by the Producer.

CLAUSE 18. HEALTH AND SAFETY

- 1) PACT and the Producers recognise their duty to ensure, so far as is reasonably practicable, the health, safety and welfare at work of all Artistes engaged under the terms of this Agreement in accordance with the relevant statutory requirements, including the Management of Health and Safety at Work regulations, the Health and Safety at Work Act and related approved Codes of Practice and Guidance.
- 2) It shall be the duty of all Artistes engaged under the terms of this Agreement to take reasonable care while at work for the health and safety of themselves and of other persons who may be affected by their acts or omissions at work and to co-operate as far as is necessary to ensure that the Producer by whom they are engaged is enabled to comply with the Producer's duties and obligations in relation to health and safety at work under law and the terms of this clause.

CLAUSE 19. DISPUTES PROCEDURE

- 1) Disputes and differences arising between the Artiste and the Producer.

In the event that a dispute or difference touching on the terms of this Agreement, or those of an engagement or engagements under it, arises between an Artiste or Artistes and a Producer, either party to the dispute or difference, or the FAA or PACT, shall within twenty eight days of its cause having arisen, invoke the following procedure:

- a) Every endeavour shall be made by the authorised representative of the Producer, the authorised unit representative of the FAA (if any) and the Artiste(s) concerned to resolve the matter at the place at which it has arisen.
- b) Failing such resolution within twenty four hours the matter shall be referred to a senior representative of the Producer and the appropriate full time official of the FAA, who shall, in consultation with the Artiste(s) and the Producer's representative(s) concerned, make every endeavour to resolve it.
- c) Failing such resolution within seventy two hours the matter shall be referred to a meeting of representatives of PACT and the FAA, who shall not be those directly concerned with the matter in

dispute. This meeting shall be held within seventy two hours of one party receiving a written request for the meeting from the other.

- d) On failure to agree, and on either party wishing to pursue the matter, the parties to the dispute may then, by mutual Agreement, refer the matter to the Advisory, Conciliation and Arbitration Service, or elsewhere as may be agreed, for conciliation or arbitration, provided that reference to arbitration shall be mandatory on all the parties concerned in the case of a dispute concerning only the interpretation of this Agreement or of an engagement made under its terms.

With reference to sub-clauses b) and c) of Clause 19.1, in the event that it is mutually agreed that a meeting within 72 hours is impracticable then a mutually agreed date for a meeting at the earliest practicable time thereafter will be agreed before expiry of the 72 hour period.

2) Disputes and differences arising between PACT and the FAA.

In the event that a dispute or difference touching on the terms of this Agreement, or those of an engagement or engagements under it, arises between PACT and the FAA, either party to the dispute or the difference shall, within twenty eight days of its cause having arisen, invoke the following procedure:

- a) The matter shall be referred to a representative(s) of PACT and a full time official(s) of the FAA senior to those between whom the dispute has arisen, who shall, in consultation with those concerned, make every endeavour to resolve it.
- b) Failing such resolution within seventy two hours the parties shall follow the procedure laid down in paragraphs (c) and (d) of Sub Clause 19.1 above.

CLAUSE 20. USE OF RECORDINGS

In consideration of the payments made to an Artiste under the terms of this Agreement the Producer shall be entitled to incorporate any resultant recording in which the Artiste appears in vision and/or sound into the film or programme, or series of films or programmes and shall acquire the right to use and to licence others to use any such recording in all media now known or yet to be invented throughout the world in perpetuity.

APPENDIX A - RATES OF PAY FOR ARTISTES

| | March 2017 - February 2018 | | | March 2018 - February 2019 | | | March 2019 - February 2020 | | | |
|------------------------------------|---------------------------------------|---|------------|---------------------------------------|---|------------|---------------------------------------|---|------------|---|
| Rate Of Pay For Artists | Standard Day & Continuous Working Day | Standard Night & Continuous Working Night | Shift Call | Standard Day & Continuous Working Day | Standard Night & Continuous Working Night | Shift Call | Standard Day & Continuous Working Day | Standard Night & Continuous Working Night | Shift Call | Non Performance Capacity up to 4 hours* |
| Basic Daily Rate | £88.20 | £110.25 | £55.13 | £89.52 | £111.90 | £55.95 | £90.87 | £113.58 | £56.79 | £35* |
| Overtime per half hour | £8.27 | £10.34 | £8.27** | £8.39 | £10.49 | £8.39** | £8.52 | £10.65 | £8.52** | |
| Payment in lieu of holiday per day | £9.50 | £11.88 | £5.94 | £9.54 | £11.98 | £6.03 | £9.79 | £12.24 | £6.12 | £3.77* |
| Public Holiday Rate | £132.30 | £165.38 | £82.69 | £134.28 | £167.86 | £83.93 | £136.30 | £170.37 | £85.19 | |
| PH Overtime Per Half Hour | £12.40 | £15.50 | £12.40** | £12.59 | £15.74 | £12.59** | £12.78 | £15.97 | £12.78** | |

*Full day or night rate applicable after 4 hours (see Clause 15)

**Payment for 15 minutes overtime (see Clause 9.2)

APPENDIX B- SUPPLEMENTARY FEES

| Supplementary Fees | |
|--|--------|
| Category A Clothing change, Haircuts | £12.50 |
| Category B Doubling, Special Clothing, Sports Equipment, Inclement Weather/ Wetting Down | £19 |
| Category C Firearms, Swimming, Driving, Stills, Minimal dialogue, Specialised dancing, Domesticated animals | £25 |
| Category D Creative Reaction, Uniforms, Specialised Driving, Provision of Car | £30.50 |
| Category E Lookalike doubling, Stand in, Dialogue | £50.50 |

SUPPLEMENTARY FEE DEFINITIONS

CATEGORY A - FEE - £12.50

Change of Clothing: An Artiste is required to bring a change of clothing to the call in order to provide a choice of clothing and/or perform in more than one role on the day and/or in the same role for additional scenes that necessitate a change of clothing.

If the Artiste brings such a change of clothing and is required to wear it then the Artiste shall receive the supplementary fee defined in **Appendix B** in respect of each change of clothing the Artiste is required to bring and wear on the call. If the Artiste brings such a change of clothing but is not subsequently required to wear it then the Artiste shall receive 50% of the supplementary fee defined in **Appendix B** in respect of each change of clothing the Artiste has nonetheless been required to bring to the call.

The maximum number of additional sets of clothes shall be three. Should the Artiste be required to provide more than this shall be subject to separate negotiation of an additional payment with the Artiste. No payment shall be due when rendering services in respect of Attendance in a Non performing Capacity.

Hair Cuts An Artiste has scissors/clippers applied to the Artiste's hair /sideburns /beard /moustache /eyebrows.

Where an Artiste has an extreme cut to hair growth e.g. shaven head removal of hair growth on the face this will be subject to negotiation of the payment made.

CATEGORY B - FEE £19

Doubling An Artiste is required to render services as a Double.

Special Clothing An Artiste provides and is required to wear special clothing of a type the Artiste would not normally own. This includes dinner or morning suit, long evening dress and cocktail dress. Payment shall be due for each separate outfit of clothing provided.

Sports Equipment An Artiste who is asked to provide sports equipment i.e. golf clubs; tennis rackets etc. and where an Artiste is required to provide and/or ride a bicycle.

Inclement Weather/Wetting Down An Artiste is required to perform wearing clothes provided (whether by the Producer or Artiste) unprotected in natural or artificial rain and her/his clothing is substantially wetted.

On external locations or where artificial wetting is planned the production company will ensure that so far as is reasonably practicable facilities for changing will be provided.

CATEGORY C - FEE £25

Firearms An Artiste is required to fire a gun discharging blank ammunition under supervision.

Swimming (interior and exterior) An Artiste is required to swim or be immersed in water.

Driving An Artiste who is properly qualified and licensed and is required to drive a car, motor-cycle or light van in shot.

Stills An Artiste is photographed in a group of four or less for still photographs to be used in the production or for publicity purposes where the Artiste is specifically asked to pose for the photograph by the Producer or his/her nominated representative.

Minimal Dialogue An Artiste is required, without being featured as an identifiable character, to speak up to ten words of incidental dialogue in any one shot (see also "Dialogue" under **Category E** below).

Specialised Dancing An Artiste is required to perform a dance other than a specially choreographed dance but which nevertheless requires that an established sequence of steps be followed i.e. a dance other than those in normal disco or party use.

Background Artistes capable of performing such a sequence of steps but who are not specifically required to do so will not receive an additional payment.

Domesticated Animals An Artiste is required to control a domesticated animal.

CATEGORY D - FEE - £30.50

Creative Reaction An Artiste receives creative direction as an individual or in a group of not more than four Artistes to react in a specific way either to a cast member or in close-up to camera or when the footage is to be copied electronically to create group or crowd scenes.

Specialised Driving An Artiste who is properly qualified and licensed and is required to drive a P.S.V. or H.G.V. vehicle in shot.

Provision of Car An Artiste is required to provide their own car for filming /recording purposes. No additional payments are due to the Artiste for transporting the car to the studio or location. The Artiste shall however be entitled to reimbursement of car parking fees and congestion charges and any travel payments due under Clause 14. In the event of the Artiste being required to drive their own car in shot then an additional fee has to be paid (see Category C). Where the Artiste is required to drive their own vehicle on set a fuel allowance shall be negotiated for their time on set when driving the vehicle.

Uniforms An Artiste provides and is required to wear uniforms e.g. Police /Police Community Support Officer /Paramedic.

Payment shall be due for each separate uniform provided.

CATEGORY E - FEE £50.50

Lookalike doubling An Artiste is required to render services as a Lookalike Double.

Stand-In This payment is made where the Artiste is required to render services both as a Background Artiste and Stand-In on the same day.

Dialogue When an Artiste is required to deliver in solo performance individual scripted dialogue of ten or more words, where the precise words spoken do not have an effect on the plot or the outcome of the story, (see also "Minimal Dialogue" under **Category C** above)

APPENDIX C - INTENTIONALLY DELETED

APPENDIX D - TRAVEL ALLOWANCES

Travel allowances for March 2018 onwards will increase annually in line with TFL adjustments

| Travel allowances | Mar 17- | Mar 18- | Mar 19- |
|---|---------|---------|---------|
| (a) Calls within TFL Zones 1-3 | £11.77 | £12.17 | tbc |
| (b) Calls at Elstree, Pinewood, Longcross, Shepperton, Twickenham, Leavesden and any base/location from TFL Zone 4 and within a 40 mile radius of Charing Cross | £16.46 | £17.02 | tbc |
| (c) Any call made at or before 0600 hours (0700 on Sundays or Bank Holidays) shall, receive an additional payment of: | £14.41 | £14.90 | tbc |

APPENDIX E - MEAL ALLOWANCES

It is agreed that the applicable rates be paid for meal allowances in accordance with HMRC guidelines where food is not provided by the production as per Clause 10.6. Rates payable on commencement of this Agreement - £5 breakfast, £5 lunch, £10 dinner/supper are subject to amendment by HMRC.

| Meal Break (where catering unavailable) | Meal Allowances |
|--|------------------------|
| Breakfast | £5 |
| Lunch | £5 |
| Dinner | £10 |

APPENDIX F - ARTISTES SALARY VOUCHER



| | |
|--|--------------------|
| Production Title | Production Company |
| Artiste's Name/and stage name if different | Date Worked |

| | | | | | |
|--|--|--|---|---------------------------------------|---|
| Daily Rate | | | | | £ |
| <input type="checkbox"/> Standard Day <input type="checkbox"/> Standard Night | <input type="checkbox"/> Shift Call <input type="checkbox"/> Continuous Working Day/Night | <input type="checkbox"/> Public Holiday Day <input type="checkbox"/> Public Holiday Night | | | |
| Holiday Pay | | | | | £ |
| <input type="checkbox"/> Standard/Continuous Working Day | | <input type="checkbox"/> Standard Night | <input type="checkbox"/> Shift Call | | |
| <input type="checkbox"/> Curtailed or late Meal Break | | | <input type="checkbox"/> Early Call | | £ |
| Overtime | | | | | £ |
| <input type="checkbox"/> 30 mins | <input type="checkbox"/> 1 hour | <input type="checkbox"/> 90 mins | <input type="checkbox"/> 2 hours | <input type="checkbox"/> Other | |
| Travel Allowance | | | Non-Performing Attendance Fee | | £ |
| <input type="checkbox"/> a | <input type="checkbox"/> b | <input type="checkbox"/> c | <input type="checkbox"/> Half Day (4 hours) | <input type="checkbox"/> Full Day | |
| <input type="checkbox"/> Travel Supplement | | | | | £ |
| Supplementary Performance Fee: <i>If no Supplementary Fees are being claimed, this voucher should be handed to the producer's representative at the end of the call. If Supplementary Fees are being claimed, the following section must be completed and the voucher signed by the producer's representative in the presence of the Artiste.</i> | | | | | £ |
| (Please indicate what the below payments are for - eg hair cut change of clothing etc) | | | | | |
| <input type="checkbox"/> Cat A- £12.50 | <input type="checkbox"/> Cat B- £19.00 | <input type="checkbox"/> Cat C-£25.00 | <input type="checkbox"/> Cat D-£30.50 | <input type="checkbox"/> Cat E-£50.50 | |

| | | | |
|---------------------------|-------------------------|----------------|-------|
| Character | Wardrobe | Hair/Make Up | Props |
| Time Called: | | Time Finished: | |
| D.O.B (dd/mm/yyyy) | VAT No: | Gross | £ |
| Postal and Email Address: | Sched D No: | VAT @ 20% | £ |
| | Disclosure Scotland no: | Total | £ |
| | Tel no: | Net Total | £ |

- I hereby give each and every consent required of me by the Producer under the Copyright, Designs and Patents Act 1988 as currently in force. In consideration of the payments made to me under the terms of this Agreement the Producer shall be entitled to incorporate any resultant recording in which the Artiste appears in vision and/or sound into the Production and shall acquire the right to use and to licence others to use any such recording in all media now known or yet to be invented throughout the world in perpetuity.
- I hereby agree that my voice may be dubbed into any language.
- I hereby authorise and empower my Agent.....to collect and receive all sums of money payable to me.
- I confirm and agree that this engagement is subject to all of the terms and conditions of the PACT/FAA Agreement currently in force and as amended from time to time.
- I confirm that I am a British citizen ordinarily resident in the UK and that my engagement under this contract is not contrary to Section 8 of the Asylum and Immigration Act 1996.
- I confirm I do not have any unspent convictions for sexual offences as contained within the Sexual Offences Act 2003 and I have never been subject to any disciplinary action or sanction relating to vulnerable groups
- [UK broadcasters are researching diversity on their productions. This covers diversity characteristics you choose to tell the broadcasters about and also how viewers might perceive diversity on screen. If you provide us with your e-mail address we will enter this in a system called Silvermouse. You will be invited to provide, and may do so at your option, your diversity characteristics – gender, ethnicity, disability, age, gender identity and sexual orientation. The broadcaster, as data controller, is responsible for this data and will have access to reports compiled from it for purposes of the research. Further information can be found here: <http://creativitydiversitynetwork.com/diamond-contributors/>] **Only include this Diamond notice when engaging SA to render services on a programme commissioned by BBC, ITV, C4 or Sky.**

| | |
|--|------------------|
| Signed (For and on behalf of Producer) | Signed (Artiste) |
| Print name | Print name |

SIGNATORIES TO THIS AGREEMENT:

For Pact:

Max Rumney -
Deputy CEO, Director of Business Affairs

For Film Artistes Association:

Peter McInerney
Chairman - FAA

Paul Evans
Assistant National Secretary

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FAA / PACT AGREEMENT

The Film Artistes Association is a division of The Broadcasting, Entertainment, Communications & Theatre Union, a sector of Prospect

Prospect is an Independent Trade Union that is affiliated to the Trades Union Congress (TUC).

For more information on the union's activities and how it can help and support you at work, log on to www.bectu.org.uk or call our membership department on 020 7346 0900

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