



# **Pact Equity TV Agreement 2019**

## **Updated September 2021**

This Agreement provides the minimum terms and conditions for all Artists (excluding instrumental musicians, crowd artistes and Walk-On/ Background Artists performing only in those capacities) including dancers where the dance involved is specifically choreographed for the production and Stunt Performers/Co-Ordinators employed in productions produced primarily for exhibition on television.

Also note under Clause (13) 2 regarding the payment to Artists and invoices should only be required from agents in respect of payments not specified in the contract. E.g. travel; overtime; second call payments and VAT where applicable.

Where applicable, any reference to Appendix TA should be read as referring to Appendix TA and Appendix TL.

**TELEVISION PRODUCTION AGREEMENT**

**between**

**Producers Alliance for Cinema and Television**

**and**

**Equity**

An Agreement effective from 1 January 2019, updated September 2021

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## CONTENTS

<b>List of Clauses</b>	<b>Page</b>
(T1) Date of Commencement, Duration and Termination of Agreement	3
(T2) Application of the Agreement	3
(T3) Undertakings of the Association and the Producers	4
(T4) Undertakings of the Union and the Artists	4
(T5) Engagements and Casting	4
(T6) UK Television Engagement Fee, Production Day Payment and Nominated Additional Uses	6
(T7) ITV Regional Engagement Fee and Production Day Payment	8
(T8) First Call - Methods of Engagement	9
(T9) Multi-Episodic Payments	13
(T10) Special Provisions Relating to Schools and Adult Education Productions	14
(T11) Compilation Productions	15
(T12) Recordings of Complete Live Performances	15
(T13) Artist's Aggregate Earnings and Payments	16
(T14) Rehearsal Periods	17
(T15) Audience Continuity, Recap Shots & Flashbacks/Flashforwards	17
(T16) Stock Shots	17
(T17) Extension of First Call – Special Provisions	18
(T18) Second Call & Other Payments	19
(T19) Declared Holidays	20
(T20) Cancellation of Working Day including Weather Cover	20
(T21) Working Time	21
(T22) Overtime Payments	23
(T23) Rights & Additional Use Payments	24
(T24) Use of Extracts	31
(T25) Credits	32
(T26) Pensions	32
(T27) Holiday Entitlement	32
(T28) Assignment	33
(T29) Income Received from Collecting Societies and other Forms of Third Party Income – Quit Clause	33
(T30) Forum	34
(T31) Joint Films Council - Constitution	35
(T32) Settlement of Disputes	36
(T33) Equality, Diversity, Inclusion and Dignity at work	37
(T34) Copyright & Uses	38
(T35) Financial Guarantees/Escrow	38
(T36) Pre-Production Meetings and Information to the Union	39
(T37) Facilities for Trade Union Activity	39
(T38) Misconduct	39
(T39) Illness	40
(T40) Dangerous Work	40
(T41) Nudity and Simulated Sex Acts	41
(T42) Costume and Personal Property	42
(T43) Insurance	42
(T44) Travel – Transport, Fares & Payment	43

<b>(T45)</b>	Force Majeure	46
<b>(T46)</b>	Presentation Publicity and Promotion Trailers	48
<b>Appendix TA</b>	<b>Definitions</b>	<b>50</b>
	Minimum Rates and Additional Use Fees	51
<b>Appendix TB</b>	Revoicing, Voice-Overs and Commentary	60
<b>Appendix TC</b>	Session Singers - Sound Track Recording	62
<b>Appendix TD</b>	Excerpts from Live Performances	64
<b>Appendix TE</b>	Employment of Choreographers	66
<b>Appendix TF</b>	Repeat Escalator	67
<b>Appendix TG</b>	Payments that attract Additional Use Payments	68
<b>Appendix TH</b>	Payments that do not attract Additional Use Payments	69
<b>Appendix TI</b>	Stunt Performers/Stunt Co-Ordinators in Television Production	71
<b>Appendix TJ</b>	Additional Dialogue Replacement (A.D.R.)	80
<b>Appendix TK</b>	Minors	81
<b>Appendix TL</b>	SVOD Commissioned Productions	82

# TELEVISION PRODUCTION AGREEMENT

Between

**PRODUCERS ALLIANCE FOR CINEMA & TELEVISION**

and

**EQUITY**

An Agreement with effect from 1st January 2019 between the Producers Alliance for Cinema & Television of 3<sup>rd</sup> floor, Fitzrovia House, 153-157 Cleveland Street, London W1T 6QW (hereinafter called "the Association") representing its individual members (hereinafter referred to as "the Producer) of the one part, and Equity of Guild House, Upper St Martins Lane, London WC2H 9EG (hereinafter referred to as "the Union") representing its individual members (hereinafter referred to as "the Artist") of the other part.

## **Clause (T1) DATE OF COMMENCEMENT, DURATION AND TERMINATION OF THE AGREEMENT**

1. This Agreement shall commence on 1<sup>st</sup> January 2019 and shall continue until such time as terminated or amended by either party. Written notice of not less than three (3) months shall be served in respect of a request to amend or terminate this agreement and unless otherwise agreed between the parties shall not be served prior to 31 December 2018.
2. As of 3<sup>rd</sup> February 2020, this Agreement has been updated and republished to reflect a 2% increase in the rates outlined in this Agreement. This 2% increase shall only apply to 2020 and shall not be interpreted as an annual increase.
3. The rates in this Agreement apply to all productions budgeted on or after the 1<sup>st</sup> January 2020 only. For any productions budgeted prior 1<sup>st</sup> January 2020; the 2019 rates shall apply.

## **Clause (T2) APPLICATION OF THE AGREEMENT**

1. This Agreement provides the minimum terms and conditions for all Artists (excluding instrumental musicians, crowd artistes and Walk-On/Background Artists performing only in those capacities) including dancers where the dance involved is specifically choreographed for the production and Stunt Performers/Co-Ordinators employed in productions produced primarily for exhibition on television and shall apply irrespective of the source of finance, means of production or of ultimate use. The Agreement shall not apply to Artists who are contracted to work outside the United Kingdom by a Company that is not registered in the UK.
2. The Association and the Union agree that the spirit and intention of the Agreement is to create, maintain and further good relations between the Producers and Artists. 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 application of this Agreement.

### **Clause (T3) UNDERTAKINGS OF THE ASSOCIATION AND THE PRODUCERS**

The Association and the Producers undertake:

1. That the engagement of all Artists as defined in Clause (T2) above shall be subject to the provisions of this Agreement and shall be made upon the agreed Form of Engagement.
2. That engagements will not be offered to any Artist for any television production to which this Agreement does not apply except upon terms and conditions agreed between the Producer and the Union.

### **Clause (T4) UNDERTAKINGS OF THE UNION AND THE ARTISTS**

The Union and the Artists undertake:

1. To accept, comply with and observe the provisions of this Agreement.
2. The Artists shall to the best of their abilities interpret their parts and render all services required under this Agreement, and under their respective engagement with the Producer, in such manner as the Producer may direct, and (subject to the relevant provisions of this Agreement) at such times and places as the Producer may require.
3. The Artists, when on first or second call, shall keep the Producer informed of their current addresses and telephone numbers.

### **Clause (T5) ENGAGEMENTS AND CASTING**

1. All individual Artists shall be engaged on the appropriate Form of Engagement as agreed between the Association and the Union, which are only available from the offices of the Association and the Union. The Form of Engagement shall not contain any terms or provisions other than those included in the appropriate Form of Engagement, except to provide for any Special Stipulation(s) due to the exceptional requirements of a particular engagement. Such Special Stipulation(s) shall not contain any provision(s) less favourable to the Artist than those contained in this Agreement and in the appropriate Form of Engagement.
2. The engagement fee(s) and production day payment(s) specified in the Artist's Form of Engagement shall not be less than the minimum agreed between the Association and the Union. The Artist's Form of Engagement shall specify the payments on which additional uses shall be based and shall detail any rights pre-purchased. Additional uses shall be calculated on the Artist's aggregate earnings excluding payments made for rehearsal days Clause (T14), overtime Clause (T22) and payments made under second call provisions Clause (T18), with the exception of stills photographs for use in the production, pre-recorded sound and re-takes for the completion of the Artist's part.
3. The Artist's Form of Engagement shall provide for the day(s)/week(s) on which the Artist shall be on first call to the Producer (called "first call period(s) of engagement"). The period of first call shall be the day(s) and/or week(s) specified in the Artist's Form of Engagement for which the Artist shall attend to render services in the rehearsal, photographing or recording of the Artist's part.

In the event that the Producer does not call the Artist to render services on the day(s) and/or week(s) specified in the Artist's Form of Engagement the Artist shall have been deemed to have attended for the purposes of payment due to the Artist and such payment(s) shall be included in the Artist's aggregate earnings and the Artist shall receive all appropriate additional use payments in accordance with their Form of Engagement.

4. The Producer may not vary or add to the day(s) and/or week(s) specified in the Artist's Form of Engagement except as provided for under Clause (T17). Where the Producer requires the services of the Artist outside the specified period(s) of engagement in the Artist's Form of Engagement or any extension thereof, this will be subject to the Artist's availability and a separate Form of Engagement shall be issued which may involve re-negotiation of the Artist's engagement fee. These payments shall be included in the Artist's aggregate earnings except as under the provisions of Clauses (T18) and (T20).
5. Unless otherwise guaranteed in the Artist's Form of Engagement between the Producer and the Artist no additional use payments under Appendix TA shall be due to the Artist in respect of the exhibition of the production in which no part of their performance appears except that the Artist shall receive the 35% Nominated Additional Use pre-purchase where applicable and any other guaranteed additional use payments.
6. The Producer shall wherever possible and before the first day of the recording of the Artist's part issue to the Artist the Form of Engagement appropriately completed. The Form of Engagement shall contain the terms agreed between the parties and shall be signed by the Producer or their authorised representative and the Artist or their authorised representative and returned to the Producer before the first day of recording of the Artist's part.
7. The Form of Engagement shall specify whether the Artist is or is not a member of the Pension Scheme, details of which are covered under Clause (T26) of the Agreement. It will be the responsibility of the Artist to notify the Producer prior to the engagement that they are a member of the pension scheme and to provide their pension membership number in the space provided in the Form of Engagement.
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, unless otherwise agreed, only be to assess the Artist's suitability for the role not as an aid to the development and presentation of any production idea.
10. 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 to the provisions of the Agreement.
11. 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 reserved 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 in sub-clause 12 below.

12. Notwithstanding sub-clause 11 above, in the absence of any special stipulation to the contrary, the Producer shall in every case 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.
13. The Producer shall have the right to use a double in the Artist's place:
  - a) in scenes which in the opinion of the Producer would impose an undesirable risk upon the Artist; and/or
  - b) in scenes which do not involve the use of professional skill in dramatic interpretation and in which no feature identifiable as 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 (T41).
  - e) In other circumstances by agreement with the Artist.
14. Provisions relating to engagements under Clause (T6)1 (ii) will not be used by Producers as a means of producing programmes for UK Primary Television Channels at cheaper rates than would be payable under Clause (T6)1 (i).
15. 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 Drama UK and Council for Dance Education and Training.

**Clause (T6) UK TELEVISION ENGAGEMENT FEE, PRODUCTION DAY PAYMENT and NOMINATED ADDITIONAL USES PRE-PURCHASE**  
*(See Clause (T23)9 for clarification of Regional Transmissions)*

**1. UK Television Engagement Fee**

The Artist shall be paid an engagement fee of not less than £557 for the first day worked in each and every consecutive seven day period whilst on first call to the Producer. The engagement fee is negotiable and should reflect the Artist's status, role and length of engagement in the production. Where the Artist's performance is incorporated into a number of episodes, segments or instalments of a production the Artist must be guaranteed their engagement fee for each episode, segment or instalment into which their performance is incorporated (See Clause (T9)). The engagement fee acquires Non-Theatric rights. (throughout the world and either:

- (i) One transmission by a UK Primary Television Channel i.e. ITV1, BBC1, BBC2, Channel 4/S4C or Five which can be transmitted simultaneously or non-simultaneously on one channel, or
- (ii) Nine transmission periods (“TXPs”) on the UK Secondary Television Channels of the above during a 5 year period that shall commence on the date of the first UK transmission/exploitation. One TXP is a seven consecutive day period in which up to four transmissions of a production can be made. In the case of other UK Secondary Television Channels the terms of their negotiated transmission numbers agreed with the union shall apply.

A Producer must notify an Artist in writing which of (i) or (ii) above applies to their engagement in the Artist’s Form of Engagement. For additional uses of the Artist's performance see Appendix TA.

## 2. Production Day Payment

In addition to the engagement fee(s) which includes the first day worked in any consecutive seven day period the Artist shall be paid a non-negotiable production day payment of £61.50 for each subsequent day worked beyond the first. If the Artist is required to render services on the seventh consecutive day the Artist shall receive an enhanced production day payment of £92.00.

### **Example of Work over a consecutive seven day period**

2 days	Engagement Fee plus a production day at £61.50
6 days	Engagement Fee plus five production days at £61.50
7 days	Engagement Fee plus five production days at £61.50 plus one production day at £92.00 (seventh day payment)

### **Example of Work over a two week period**

#### **Wk 1 - Wk 2**

1 day	1 day	Two Engagement Fees with no production day payments
4 days	2 days	Two Engagement Fees plus four production days at £61.50
6 days	6 days	Two Engagement Fees plus 10 production days at £61.50

## 3. Compulsory Nominated Additional Uses pre-purchase

The Artist shall be paid 35% of their aggregate earnings to cover Nominated Additional Uses. Nominated Additional Uses may be either:

- (i) A 35% payment to cover all media rights in the Rest of the World excluding the UK and USA, world theatric, DTO, DTR and world video rights for a period of seven years from either the first UK Primary television Channels transmission or the first Nominated Additional Use whichever is the earlier, or
- (ii) A 35% contribution towards any USA television rights as set out in Appendix TA(5). If the Producer nominates USA television rights where the appropriate percentage exceeds the 35% compulsory pre-purchase figure, the Producer must pay the difference in addition to the 35%. Any part of the 35% not allocated against a specific USA television use may be set off against subsequent USA television uses as and when used.

A Producer must notify an Artist in writing which of (i) or (ii) above applies to their engagement in the Artist's Form of Engagement. A Producer may subsequently switch to a different choice from (i) or (ii) above at any time up to 12 months from first UK Primary Television transmission or prior to the first sale of the production whichever is the earlier. A Producer must notify an Artist in writing in advance of any such switch. If notice in writing in advance is not given, the original choice between (i) and (ii) shall be binding.

This payment shall not be compulsory for the following productions and shall only become due when the first Nominated Additional Use takes place ITV regional, schools and adult education, compilations, recordings of live performances and engagements under Clause (T8)4a.

This payment shall not be compulsory for UK Television engagements under Clause (T6) 1 (ii) except where a co-production pre-sale or co-finance partner is involved in the production and where some element of the non-UK rights has been traded with such partner.

4. As an alternative to the Nominated Additional Uses Pre-Purchase, where Artists booked under the terms of this Agreement appear in a dramatic insert in a Factual Programme the terms of Clause (T23)13 may be applied.

#### **Clause (T7) ITV REGIONAL ENGAGEMENT FEE & PRODUCTION DAY PAYMENT** **For ITV Regional areas see Clause (T23)9**

##### **1. Regional Engagement Fee**

The Artist shall be paid an engagement fee of not less than **£139.00** for the first day worked in each and every consecutive seven day period whilst on first call to the Producer. The engagement fee which acquires Non-Theatric rights throughout the world and the first Regional Transmission is negotiable and should reflect the Artist's status, role and length of engagement in the production. Where the Artist's performance is incorporated into a number of episodes, segments or instalments of a production the Artist must be guaranteed their engagement fee for each episode, segment or instalment into which their performance is incorporated (see Clause (T9)3). The Nominated Additional Use payment shall not be compulsory and shall only become due when the first Nominated Additional Use, takes place and any additional uses shall be acquired in accordance with the provisions in Appendix TA as appropriate.

##### **2. Production Day Payment**

In addition to the engagement fee(s) which includes the first day worked in any consecutive seven day period the Artist shall be paid a non-negotiable production day payment of **£61.50** for each subsequent day worked beyond the first. If the Artist is required to render services on the seventh consecutive day the Artist shall receive an enhanced production day payment of **£92.00**.

##### **3. One Day Engagement - (ITV Regional Productions only)**

Where the Artist has been engaged for one day only on an ITV regional production the Artist shall receive in addition to their engagement fee a supplement of **£61.50** which shall be included in the Artist's aggregate earnings on which additional uses shall be calculated.

## Clause (T8) FIRST CALL - METHODS OF ENGAGEMENT

### 1. Nominated Period(s)

Should the Producer wish to engage the Artist for nominated specified day(s) and/or week(s) the Artist must receive their engagement fee for the first day worked in any period of seven consecutive days plus a production day payment for the second and each subsequent day worked in that seven day period.

When a period of engagement exceeds a seven consecutive day period then the Artist's engagement fee shall be paid for the first day worked of the next seven consecutive day period plus production day payments for work undertaken beyond the first. The Artist shall not receive any payment(s) for any break(s) between one period of engagement and the next. During such break(s) the Artist is not on first call to the Producer and is free to undertake other work.

**Example of Periods of Engagement** (\* Days not engaged to work on First Call in the Form of Engagement)

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Wk 1	*	£557	*	£61.50	£61.50	*	£61.50
Wk 2	£61.50	£557	*	*	*	*	*
Wk 3	*	*	*	*	£557	*	£61.50
Wk 4	*	*	£61.50	*	£557	£61.50	£61.50
Wk 5	£61.50	£61.50	£61.50	£92.00	£557	*	£61.50

If subsequently the Producer wishes to engage the Artist on first call during any break then this shall be treated as a separate engagement and shall be subject to the Artist's availability and a separate Form of Engagement shall be issued which may involve re-negotiation of the Artist's engagement fee and payments made shall be included in the Artist's aggregate earnings.

### 2. Unspecified Period(s)

Should the Producer wish the Artist to be available on first call over a period without nominating the day(s)/week(s) to be worked, the Producer must pay the Artist's engagement fee on the first day of every seven consecutive day period within the period of engagement and not less than four production day payments in each seven consecutive day period.

All payments made during this period shall be included in the Artist's aggregate earnings for the purposes of applying additional use payments. If the Artist is required by the Producer to attend for more than five days work in each seven consecutive day period the Artist shall receive the appropriate production day payment.

The Producer may engage the Artist on a combination of 1 & 2 above on the same Form of Engagement.

### 3. Eight Weeks or more Continuous Engagement

As an alternative to 1 & 2 above where the Producer is unsure of when the Artist shall be required, and the Artist has a period of engagement spread over eight consecutive weeks or more, the Artist must be guaranteed not less than 75% of the period to be paid on a first call

basis. For the purpose of calculating the 75%, the first call period must be rounded up to the nearest full week (i.e. an engagement fee plus four production day payments) aggregated over the period of production. All payments shall be included in the Artist's aggregate earnings.

**Example of calculation:**

*75% of a 17 week engagement period equals 12.75 weeks rounded up to the full week would guarantee 13 engagement fees and four times 13 weeks of production day payments*

*Engagement period of:*

*8 weeks = Guarantee of 6 engagement fees plus 24 production day payments*

*12 weeks = Guarantee of 9 engagement fees plus 36 production day payments*

*16 weeks = Guarantee of 12 engagement fees plus 48 production day payments*

*20 weeks = Guarantee of 15 engagement fees plus 60 production day payments*

The remaining period of the engagement when the Artist is not required to render services shall not attract any payment provided that the Producer shall give to the Artist not less than six days prior written notice of the beginning and duration of each break. Failure to notify the Artist of such break(s) on or before the specified six days notice period, shall require the Producer to pay the Artist on a first call basis whether the Artist is required to render services or not, and all payments shall be included in the Artist's aggregate earnings.

**4. One Day UK Television Engagement Fee**

Should the Producer wish to engage the Artist for one day only over the duration of a production the Artist shall be notified of the nature of the role and where possible the script shall be provided to the Artist prior to the engagement. Separate rehearsal provisions as detailed in Clause (T14) or any second call provisions as detailed in Clause (T18) may apply to this engagement. The Artist shall be engaged on the following terms:

a) **Education, Religious, Documentary, Features, Instructional, Critical and Magazine Productions**

The Artist shall be guaranteed a minimum engagement fee of not less than **£271.50** for five hours work over a of six hour period during which rehearsal and recording may take place. The Producer shall be entitled to use up to ten minutes of the Artist's performance as transmitted material. Should the Artist be required to attend for more than six hours the Artist shall be re-contracted in accordance with Clause (T6)<sup>1</sup> above.

The Nominated Additional Use payment shall not be compulsory and shall only become due when the first Nominated Additional Use takes place and any additional uses shall be acquired in accordance with the provisions in Appendix TA as appropriate. As an alternative where Artist booked under the terms of this Agreement appear in a dramatic insert in a Factual programme the terms of Clause (T23)<sup>13</sup> may be applied.

b) **All Productions including those specified above.**

The Artist shall be guaranteed a minimum engagement fee of not less than **£352.50**. The Nominated Additional Use payment, which shall be compulsory on such engagements, and all other uses listed in Appendix TA other than UK Primary Television Channel repeats shall be calculated on the Artist's negotiated engagement fee. As an alternative where Artist booked under the terms of this Agreement appear in a dramatic insert in a Factual programme the terms of Clause (T23)<sup>13</sup> may be applied. For the purposes of

calculating UK Primary Television Channel repeats and/or Showcase Premieres, the percentages contained in Appendix TA must be based on the minimum engagement fee of £557 or the Artist's negotiated engagement fee whichever is the higher. Except as hereby varied all other terms and conditions of the Artist's engagement shall be in accordance with the Agreement.

Should the Artist be required to render services for a further day(s) of recording, subject to the Artist's availability, the Artist must be re-contracted for the single day and additional days in accordance with Clause (T6)1 above.

Where the Artist's performance is incorporated into more than one episode, segment or instalment of the production the Multi-Episodic provisions shall apply in accordance with Clause (T9) below.

The engagement fee acquires the rights set out in Clause (T23)1.

## **5. Opening/Closing Sequences**

- a) Where the Artist is solely required to render services for the recording of announcements or scenes for the purpose of opening and/or closing a television production or segment or instalment of a production or for library shots for incorporation in more than one production or episode, segment or instalment of a production, in addition to the Artist's engagement fee(s) and production day payment(s) if applicable, at the conclusion of the engagement the Artist shall be paid an additional 100% of their aggregate earnings which shall grant to the Producer the right to incorporate the Artist's performance into not more than 13 episodes, segments or instalments of the same production.

For each further 13 episodes, segments or instalments of the same production the Artist shall receive an additional 100% of their aggregate earnings as defined in (a) above. For additional use payments see Appendix TA.

- b) Where an Artist's pre-recorded performance is subsequently incorporated into an opening/closing sequence, the Artist must be re-contracted under this Clause unless the Artist has achieved payments for all episodes, segments or instalments into which their opening/closing performance is incorporated.
- c) Payments made under this Clause shall count towards the Artist's aggregate earnings on which additional uses shall be calculated including the Nominated Additional Use pre-purchase where applicable.

## **6. Promotional Trailers**

- a) Where an Artist is engaged solely to appear in a television promotional trailer, which shall not exceed three minutes in length, to promote a production or channel the Artist shall be engaged under the provisions of Clause (T6) or (T7). Payment to the Artist shall grant to the Producer unlimited transmission of the trailer in the UK for a period of three months from the date of the first transmission.

- b) For each further three months use of the television trailer the Artist shall receive an additional 100% of their aggregate earnings.
- c) Where an Artist's performance from a production is incorporated into a television trailer there shall be no payment (see Clause (T46) 8).

**7. Factual Programmes - UK Primary Television Channel Engagement of Between 2 and 4 Days (for a single day see Clause 4 above)**

- a) A "Factual Programme" in this Agreement means a programme:
  - i) That is recognisably a factual programme
  - ii) Where the UK funding for the programme must come wholly from a factual programme department or departments/commissioner(s) Where the Producer has received a programme price from the UK commissioning broadcaster for the programme within its factual tariff scale.
- b) This sub-clause applies to engagements for dramatic inserts in Factual Programmes where the duration of dramatic inserts in the programme represents no more than 50% of the programme's total duration. Where the duration of dramatic inserts in the programme represents more than 50%, Artists must be engaged in accordance with Clause (T6)1 above, and the Producer can elect to pre-purchase rights under the provisions of Clause (T23) 13 or acquire further rights as provided in Appendix TA.
- c) A Producer may use the terms of this sub-clause where the engagement of all Artists on the production does not exceed the number of days specified in this clause. An Artist can be engaged for 2 or 3 days only spread over a maximum period of 14 consecutive days during the production of a Factual Programme with a slot time of 60 minutes or less. For productions with a slot time of more than 60 minutes, an engagement of 2, 3 or 4 days spread over a maximum period of 14 consecutive days is permitted.
- d) The Artist shall be notified of the nature of the role and where possible the script shall be provided to the Artist prior to the engagement. Separate rehearsal provisions as detailed in Clause (T14) or any second call provisions as detailed in Clause (T18) may apply to this engagement.
- e) The Artist shall be guaranteed a minimum engagement fee of not less than **£557** plus a production day payment of **£61.50** for each subsequent day worked beyond the first over a maximum period of 14 consecutive days.
- f) Except as hereby varied all other terms and conditions of the Artist's engagement shall be in accordance with the Agreement.
- g) The engagement fee acquires Non-Theatric rights throughout the world and the first UK Primary Television Channel Transmission. For Artists booked for an engagement under this sub-clause, the terms of Clause (T23)13 should be applied and the Nominated Additional Use payment shall not apply.

## Clause (T9) MULTI-EPISODIC PAYMENTS

### 1. Production Categories for Multi-Episodic Payments;

**Category A** - This shall apply to both adult and children's productions in the following categories: drama productions, series and serials - including light entertainment productions, fully dramatised documentary and schools/adult education productions documentary and schools/adult education productions that contain a significant drama element. This shall also apply to Broken Comedy/Sketch productions except where the provisions under Category B apply.

**Category B** - Productions that are varied as below.

Where appropriate, an agreement may be reached between Equity and the Producer on alternative arrangements to the multi-episodic terms and conditions set out above.

### 2. UK Television Production

**Category A** - The Artist shall be guaranteed their engagement fee per episode, segment or instalment into which their performance is incorporated.

**Category B** - is where an Artist is engaged **either**:

- a) For up to two consecutive weeks on a Broken Comedy/Sketch production or a maximum of 5 single days over the entire production period; **or**
- b) On Children's productions with a duration of 15 minutes or less transmission time (which shall be determined in accordance with the commissioning agreement)

The Artist's payment for each episode, segment or instalment shall be the aggregate of the Artist's engagement fee(s) divided by the number of episodes, segments or instalments into which their performance is incorporated which shall not be less than **£156.00** per episode, segment or instalment.

### 3. ITV Regional Production

The Artist's payment for each episode, segment or instalment shall be the aggregate of the Artist's engagement fee(s) divided by the number of episodes, segments or instalments into which their performance is incorporated. This shall be subject to a minimum guarantee of the Artist's engagement fee per episode, segment or instalment for both Category A and B productions of not less than **£139.50**.

### 4. The Artist's Form of Engagement shall in every case state whether or not the Producer has the right to incorporate the Artist's performance into more than one separately transmitted episode, segment or instalment of the production.

## **Clause (T10) SPECIAL PROVISIONS RELATING TO SCHOOLS AND ADULT EDUCATION PRODUCTIONS**

This special provision shall apply to schools and adult education productions that are transmitted as part of the UK Primary Television Channel's education service. Artists must be engaged on a UK Primary Television Channel basis whether the production is for regional or UK Primary Television Channel transmission.

1. In consideration of payment of the Artist's aggregate earnings (in accordance with Clause (T13)) the Producer shall be entitled to Non-Theatric rights throughout the world and two UK Primary Television Channel television transmissions on one channel in the UK to be shown within seven years from the first UK transmission or six months from the last day of filming/recording of the production whichever is the earlier.
2. For each subsequent pair of UK Primary Channel television transmissions purchased on the same channel within the first three years from the appropriate time as in 1 above, the Artist shall receive payment of 27.5% of their aggregate earnings for each pair of transmissions in day time off-peak hours and 13.75% in night time off peak hours. In the event that these transmissions occur in peak time hours the Artist shall receive 55% for each pair of transmissions.
3. For each subsequent pair of UK Primary Channel television transmissions purchased on the same channel within three to seven years from the appropriate time as in 1 above, the Artist shall receive payment of 30% of their aggregate earnings for each pair of transmissions in day time off-peak hours and 15% in night time off peak hours. In the event that these transmissions occur in peak time hours the Artist shall receive 60% for each pair of transmissions.
4. In the event that any uses purchased within seven years are subsequently shown after seven years from the appropriate time as in 1 above, the Artist shall receive any difference between the repeat payment for the uses pre-purchased and the repeat payment due at the time of use for each pair of transmissions in accordance with the Agreement between the Association and the Union in force at the time.
5. In the event that a teachers preview is required, the Artist shall receive 25% of their aggregate earnings for a transmission in day time off-peak hours, 12.5% in night time off peak time hours and 50% should this transmission occur in peak time hours. This use shall not be deemed to be the first UK showing for the purpose of the time period as specified in 1 above.
6. The Nominated Additional Use payment shall not be compulsory and shall only become due when the first Nominated Additional Use takes place and any additional uses shall be acquired in accordance with the provisions in Appendix TA as appropriate.
7. Where appropriate, an agreement may be reached between Equity and the Producer on alternative arrangements in relation to the period of non-theatric uses as specified in sub clause 1 above.

## **Clause (T11) COMPILATION PRODUCTIONS**

1. These are productions consisting predominantly of extracts from previously transmitted productions made under the terms of this Agreement and celebrating the work of one Artist or an established group of Artists or a known production series. The prior consent of each Artist shall be obtained and a negotiable payment made which shall not be less than **£319.50** per compilation programme. This payment shall grant to the Producer the rights set out in Clause (T23)1.
2. The Nominated Additional Use payment shall not be compulsory and shall only become due when the first Nominated Additional Use takes place and any additional uses shall be acquired in accordance with the provisions in Appendix TA as appropriate.

## **Clause (T12) RECORDINGS OF COMPLETE LIVE PERFORMANCES**

1. These arrangements shall apply to recordings of live performances from productions produced by other organisations and the Producer acknowledges that all recordings require the prior consent of the Artists involved.

### **2. UK Television Productions Engagement Fee**

All Artists performing in the production shall be engaged under the provisions of this Agreement and the Artist shall be paid an engagement fee of not less than **£863.00** for the first day worked in each and every consecutive seven day period which shall reflect the Artist's status, role and length of engagement in the theatre production. The Artist's engagement fee shall permit the engagement of the Artist for one day only and all additional days shall be paid at the rate of **£61.50** per day whether rehearsal or production and must be consecutive and shall count towards the Artist's aggregate earnings.

### **3. ITV Regional Engagement Fee**

In the event that the production is only to be transmitted in one ITV region (see Clause (T23)9) the Artist shall be paid an engagement fee of not less than **£444.50** for the first day worked in each and every consecutive seven day period which shall reflect the Artist's status, role and length of engagement in the theatre production. The Artist's engagement fee shall permit the engagement of the Artist for one day only and all additional days shall be paid at the rate of **£61.50** per day whether rehearsal or production and must be consecutive and shall count towards the Artist's aggregate earnings.

In the event that the production is shown in more than one ITV regional area the Artist shall receive 100% of their regional engagement fee(s) for the first showing in any other areas on the ITV UK Primary Television Channel.

In the event that a repeat takes place in one ITV regional area this shall be calculated on the Artist's regional aggregate earnings. In the event that a repeat occurs in more than one ITV area then the repeat shall be calculated on twice the Artist's regional engagement fee(s) plus production day payments where applicable.

### **4. Production Day Payment**

In addition to the engagement fee(s) which includes the first day worked, the Artist shall be paid a non-negotiable production day payment of **£61.50** for each consecutive day whether

the Artist is required to render services or not for rehearsal and/or recording of their part. The Artist shall be guaranteed a payment for each day from the first day worked and payment shall cease at the completion of recording of the production. The working period for the engagement of the Artist shall be Monday to Friday and should the Artist be required to attend for work on a Saturday the production day payment shall be **£92.00**.

5. In consideration of the payment of the Artist's aggregate earnings, the Producer shall be entitled to the rights set out in Clause (T23)1.
6. The Nominated Additional Use payment shall be calculated on the Artist's aggregate earnings and shall not be compulsory and shall only become due when the first Nominated Additional Use takes place. Where an Artist has been engaged under sub clause 3 above, the Nominated Additional Use payment shall be based on twice the Artist's regional engagement fee(s) plus production day(s) and any other payments in the Agreement specified as being included in aggregate earnings. Any additional uses shall be acquired in accordance with the provisions of Appendix TA as appropriate.
7. The Producer must separately negotiate with and seek individual consents from contributors to the production i.e. Stage Management, Designers, Choreographers, Producers/Directors whose contribution is reflected in the production being relayed on screen.
8. No recording can take place in front of a fee-paying audience and such recording shall normally be made at the Artist's place of work. Where this is not technically feasible then this may be specially arranged to take place at another theatre or location. In such circumstances the Producer shall provide transport between the Artists normal place of work or their home to and from the base of recording.
9. **Ballet & Opera Performances**  
The Producer should discuss the appropriate arrangements with the Association and the Union.

#### **Clause (T13) ARTIST'S AGGREGATE EARNINGS AND PAYMENTS**

1. The Artist's aggregate earnings shall be the aggregate of the Artist's engagement fee(s) production day payment(s), second call payments made under Clause (T18) sub clauses 5, 6 and 7, any additional payments for multi-episodic use and any other payments so specified in the Agreement as being included in the Artist's aggregate earnings. For the purposes of rights and additional use payments Clause (T23) the Artist's aggregate earnings in respect of each episode, segment or instalment shall be the aggregate of their earnings for the production divided by the number of episodes, segments or instalments into which any part of the Artist's performance is incorporated. The Artist shall be provided with a statement confirming both their total and aggregate earnings at the completion of the production.
2. The Producer shall pay to the Artist not later than each Friday of the week following the week/day of performance all moneys due for the services of the Artist, including second call and overtime payments in the making of the production up to and including the preceding Saturday.

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

#### **Clause (T14) REHEARSAL PERIODS**

1. Prior to the Artist's engagement for the purposes of recording the Artist's part, the Artist may be engaged to rehearse on the following terms:
2. The Artist shall be engaged on a negotiable fee of not less than **£463.00** for a five day week or a negotiable fee of not less than **£116.00** per day. Should the Producer require rehearsal on a sixth day the Artist shall receive an additional fee of one quarter of their negotiated weekly fee. These payments shall not be included in the Artist's aggregate earnings on which additional use payments are calculated.
3. The working period shall be ten hours, inclusive of an unpaid meal break of one hour. Overtime payments shall be applied to all hours worked in excess of nine over ten hours. Overtime when worked shall be paid at the rate of **£11.00** per 30 minutes or part thereof.
4. These provisions will not apply to productions which record live or as if live before a studio audience (except for filmed inserts recorded prior to the start of the studio run).

*Guidelines: it is the spirit and intention of this Clause that rehearsal periods shall not be used to reduce the length of the recording/shooting period(s) and scripts where possible should be delivered to the Artist at least three days before the first day of rehearsal.*

#### **Clause (T15) AUDIENCE CONTINUITY, RECAP SHOTS & FLASHBACKS/ FLASHFORWARDS**

1. When an Artist has been engaged under the terms of this Agreement to work on a production, the Producer shall also be entitled to incorporate any part of the Artist's performance(s) into more than one episode, segment or instalment for the purposes of Audience Continuity, Recap Shots and Flashbacks/Flashforwards. For this use the Artist shall receive an additional sum of **£100.50** per episode, segment or instalment for a screen time of not more than two minutes within the same production that shall not be included in the Artist's aggregate earnings.
2. For the purposes of continuity between one episode, segment or instalment of a production and another up to one minute of the end of the previous episode, segment or instalment may be shown at the beginning of the next without payment.

#### **Clause (T16) STOCK SHOTS**

1. When an Artist has been engaged under this Agreement the Producer shall be entitled, upon payment to the Artist of an additional sum equal to their engagement fee, to incorporate any part of the Artist's performance or performances into not more than 13 episodes, segments or instalments of the same production but excepting those purposes described in Clause (T15).
2. The Producer may acquire the further right to incorporate the said performance into further episodes, segments or instalments of the same production upon payment to the Artist of an

additional sum equal to 100% of their engagement fee in respect of each 13 episodes, segments, instalments or less.

3. The above payments shall be included in the Artist's aggregate earnings on which additional uses shall be calculated.

**Clause (T17) EXTENSION OF FIRST CALL - Special Provisions**

1. a) Where the aggregate period of the Artist's engagement is as defined below, the Producer shall be entitled to extend first call by notice in writing to be given to the Artist not later than seven days before the end of the period of engagement. Such period of extension must immediately follow the Artist's original aggregate period of engagement and shall be subject to the limitations below:

<b>Aggregate Period of Engagement</b>	<b>Period of Extension</b>
Up to 20 days	None
20 days up to 39 days	Five consecutive days
40 days up to 74 days	Ten consecutive days
75 days and over	Fifteen consecutive days

- b) If the Artist, in order to be free to accept a bona fide offer of a professional engagement, shall request in writing the release as from a given date from the obligation to accept the extension of the period of first call, the Producer shall reply in writing to such request within 24 hours (or if such request is received by the Producer on a Saturday or Sunday, the Producer shall reply not later than the following Monday except where such a Monday is a Declared Holiday). Failing such reply, the Producer shall be deemed to have consented to such release. If the Producer refuses such request the Producer shall be deemed to have extended the first call period up to and including such given date and such extension shall be deemed to be part of the original contract whereby the Artist's engagement fee shall not be subject to re-negotiation.

- c) If the Producer requires the Artist to be available outside the permitted period of extension this shall be subject to the Artist's availability and a separate Form of Engagement shall be issued which may involve re-negotiation of the Artist's engagement fee and payments made shall be included in the Artist's aggregate earnings.

2. a) Where the Artist's performance is declared by the Producer to be essential for sale or distribution of the production, the Producer may offer an engagement subject to a Special Stipulation by which the Artist will undertake not to accept, without the written permission of the Producer (for which no charge may be made, and which shall not be unreasonably withheld), any engagement during the period of such extension. Such period of extension must immediately follow the Artist's original aggregate period of engagement and shall be subject to a maximum of 30 working days within a period of six weeks as follows:

<b>Aggregate Period of Engagement</b>	<b>Period of Extension</b>
Up to 20 days	None
20 to 24 days	Five working days
For each additional 5 days	An additional working day
Subject to a maximum of 120 days or more	30 working days maximum

- b) If the Artist requests release in writing and the Producer withholds permission, the Producer shall be deemed to have extended the Artist's period of first call until the completion of such services and such extension, which shall be subject to a maximum of 30 working days within a period of six weeks, shall be deemed to be part of the Artist's original engagement whereby the Artist's engagement fee payable shall not be subject to re-negotiation.
  - c) It is expressly agreed that such Special Stipulations shall not be used in relation to the engagement of more than six Artists in any one production.
  - d) If the Producer requires the Artist to be available outside the permitted period of extension, then this shall be subject to the Artist's availability and a separate Form of Engagement shall be issued which may involve re-negotiation of the Artist's engagement fee and payments made shall be included in the Artist's aggregate earnings.
3. Such period of extension shall not be agreed by the Artist unless all payments for services rendered have been paid in accordance with Clause (T13)2.

#### **Clause (T18) SECOND CALL AND OTHER PAYMENTS**

The Artist's previous professional engagements shall have priority over calls to render services under this Clause. With the exception of calls for pre-recording sound, retakes, and stills photographs for use in the production, all other calls made to the Artist on second call as defined hereunder shall not attract additional use payments.

- 1. Between the date upon which the Artist signs their Form of Engagement and the beginning of the period of first call, the Artist shall be on second call for purposes other than rehearsal, added scenes, principal photography and main sound recording for the part.
- 2. After the expiry of the period of first call (including any extension thereof) the Artist shall be on second call until the completion of the Artist's part in the production and the Artist shall, if required, attend for the purpose of retakes, post synchronisation, stills photographs and the like.
- 3. Before the beginning of any period of first call the Artist shall attend at the request of the Producer for photographic and sound tests, make-up tests, costume and wig fittings, publicity stills, story and other conferences, read-throughs and such like matters. Artists should not however be called for a read-through when they should be contracted under the rehearsal provisions under Clause (T14) above. The Producer shall pay to the Artist **£61.50** for each such day of attendance. This payment shall not attract additional use payments.
- 4. The Producer shall pay to the Artist not less than **£292.50** when the Artist is required to attend for a session not exceeding four hours spread over five hours, either before the break for lunch or after such break for the purpose of post-synchronisation. This payment shall not attract any additional use payments.
- 5. Subject to the Artist's availability the Artist shall attend for the purposes of re-takes and the Artist's engagement shall be treated as an extension to the existing Artist's Form of Engagement whereby the engagement fee payable shall not be subject to re-negotiation and

all payments made shall be included in the Artist's aggregate earnings on which additional use payments shall be calculated.

6. If the Artist is required to attend for the purpose of pre-recording sound or stills photographs for inclusion in the production, the Artist shall receive £61.50 per day and this payment shall be included in the Artist's aggregate earnings on which additional use payments shall be calculated.
7. Where the Artist is required to attend for the purpose of added scenes this shall be subject to the provisions of first call and shall be subject to the Artist's availability and a separate Form of Engagement shall be issued which may involve re-negotiation of the Artist's engagement fee and payments made shall be included in the Artist's aggregate earnings.
8. If the Artist's services are required, the Artist shall be notified not later than 20.00 hours on the day previous to the day on which their services are required, and, whilst they shall not be bound to accept a call when advised after 20.00 hours, they shall do so if prior to 20.00 they are advised that an emergency exists which prevents a contemplated call being made definite until a later hour that night.
9. Calls to the Artist made under these second call provisions may be cancelled without payment up to 48 hours before the date upon which the Artist's services are required. For any call given within 48 hours that is subsequently cancelled, payment becomes due in any event. Payments made for cancelled calls shall not count towards the Artist's aggregate earnings on which additional use payments are calculated.
10. As part of the Artist's close contact cohort, if the producer requires the Artist to isolate or maintain strict social distancing for a period of time, the Artist shall receive £557 per full week of isolation (pro-rated to £111.50 per day). This payment shall not be included in the Artist's aggregate earnings on which additional use payments shall be calculated. During any period of self-isolation, the Artist shall remain on first call to the Producer and shall make their services available to the Producer at no extra cost to the Producer.

#### **Clause (T19) DECLARED HOLIDAYS**

1. Declared Holidays are days declared as Public Holidays by the United Kingdom Government in the part of the United Kingdom in which the production is based.
2. For any Declared Holiday upon which the Artist is called to render services, the Artist shall be paid an additional £31.50 that shall not count towards the Artist's aggregate earnings on which additional use payments shall be calculated. In the event of overtime occurring on the Declared Holiday, payment shall be made in accordance with the Overtime Payments Clause (T22)3 below.

#### **Clause (T20) CANCELLATION OF WORKING DAY INCLUDING WEATHER COVER**

1. For any day upon which the Artist is required to attend but is unable to work due to adverse weather or is not called to render their services as a result of any other circumstances outside the control of the Producer, the Artist shall receive their guaranteed payment, i.e. either their engagement fee(s) or production day payment(s), which shall be included in the Artist's

aggregate earnings on which additional use payments are calculated. Where an Artist is not called to render their services as a result of circumstances outside the control of the Producer, the Producer shall notify the Artist of the cancellation of the call at the earliest opportunity giving the reason for the cancellation.

2. The Producer can, subject to the Artist's availability, request the Artist to re-attend for the number of days so lost. For each day of such re-attendance due to adverse weather the Artist shall receive a production day payment. For each day of such re-attendance due to other circumstances the Artist shall receive their guaranteed payment, i.e. either their engagement fee(s) or production day payment(s) as appropriate. These payments shall not be included in the Artist's aggregate earnings on which additional use payments shall be calculated.
3. The arrangements in sub-clause (2) apply where the number of re-attendance days is the same as the original days lost. If a producer requires an Artist to re-attend for a greater number of days than those originally lost, a new engagement will be required for all the re-attendance days, and Additional Uses fees will apply.

#### **Clause (T21) WORKING TIME**

##### **1. Normal Day or Night**

Except in circumstances where the working period is changed as below a working period shall be ten hours, inclusive of an unpaid meal break of one hour.

##### **2. Make-up, Hairdressing and Wardrobe**

The Artist shall be available for Make-up, Hairdressing and Wardrobe, which time shall be counted as part of the working day or night.

##### **3. Day Calls**

The Working Day, including the Artist's preparation for their part, shall normally commence between 07.00 hours and midday and shall be deemed to begin at the time at which the Artist is called or attends to render services, which in any event shall not be later than midday. These terms can be varied in accordance with Clause 5 below.

##### **4. Continuous Working Day/Night**

Provided that agreement has been reached at the pre-production or other comparable meeting (s) the continuous working period will consist of eight hours without cessation of work for a meal. Such continuous periods will normally take place between 07.00 hours and 19.00 hours, or 20.00 hours and 08.00 hours.

- a) Overtime provisions will apply in the event that work continues beyond eight hours. Such overtime will not be scheduled and in the event that overtime is called, it shall not exceed two hours in any one continuous working period except in emergencies.
- b) The Producer will provide a running buffet at no cost to the Artist. Dependent on the time of day or night the appropriate meals will be available.
- c) The Producer will use their best endeavours to ensure that the Artist is able to take refreshments whilst not actually working. The timing and frequency of such opportunities will be dependent on operational requirements.

## 5. Agreement to Vary Hours

Subject to agreement at the pre-production or other comparable meeting(s), alternative starting times may be arranged in respect of working periods falling under either sub-clause 1 or 3 to meet the requirements of a production. Producers will however schedule to ensure that such variations are applied only when they are essential.

## 6. Extended Days

Work which is restricted to night exteriors or which cannot be undertaken in day time 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 in accordance with Clause (T22), and the overtime will commence from the time of termination of the Artist's scheduled working day and from 22.00 hours unless varied under clause 5 above.

## 7. Dawn Calls

Work which cannot be undertaken during the normal working day owing to factors such as light (e.g. sunrise), or otherwise restricted access to thoroughfares or locations, may require a dawn call. A dawn call may commence either at 04.00 hours and continue until 09.00 hours, or at 05.00 hours and continue until 10.00 hours. Overtime provisions shall apply after 09.00 hours or 10.00 hours as if the normal day had been worked.

## 8. Night Calls

Night work is specially called as such and scheduled to extend beyond midnight or to commence before 04.00 hours. Payment for Night Work shall attract an additional **£30.50** for each night worked and this payment shall not be included in the Artist's aggregate earnings on which additional use payments shall be calculated.

Night Work that is undertaken on the Seventh Day or on a Declared Holiday shall attract an additional **£76.50** and this payment shall not be included in the Artist's aggregate earnings on which additional use payments shall be calculated.

Any hours worked in excess of nine should be paid in accordance with the Overtime Provisions as provided in Clause (T22) of this Agreement.

## 9. Meal Breaks

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

b) **Deferment of Meal Breaks** - When the Artist's meal break is deferred, though not cancelled or curtailed, and as a consequence does not take place within five hours from the time of unit call, the Artist shall be paid **£7.50** for each half hour or part thereof subject to a maximum payment of one hour.

c) **Curtailement or Cancellation of Meal Breaks** - Although it is recommended that the Artist should get their appropriate meal breaks, it is sometimes essential that meal breaks have to be curtailed or cancelled to meet operational requirements. For such meal break curtailment or cancellation the Artist shall be paid one hour at **£43.50**.

- d) **Dawn Calls** - If the Artist is engaged for such calls the Artist shall be provided with a hot drink upon their arrival and the Producer shall provide adequate light refreshments, which shall be consumed whilst work continues.
- e) **During Overtime**
  - i) 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 will in those circumstances provide light refreshments, which shall be consumed while work continues;
  - ii) 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 or night, during which a meal shall be paid for and provided by the Producer;
    - or**
    - give a break of 15 minutes not later than one and one half hours after the end of the working day or night 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 Artist will be paid as if the work had terminated at the scheduled hour.

#### **10. Break Between Calls**

- a) The period of rest between periods of work on the same engagement shall normally be not less than twelve hours, and whenever possible, such a period must be given. In special circumstances, however, this period may be reduced to eleven hours. Any reduction below eleven hours may only be made in the case of an emergency that would prevent the job being completed. Any reduction below twelve hours shall be subject to the consent of the Artist which shall not be unreasonably withheld and the Producer shall inform the Union of the occurrence as soon as possible.
- b) In the event that the eleven hour break between calls is infringed then the Artist shall receive a payment of **£43.50** for each hour or part thereof that the eleven hour break is curtailed.

#### **Clause (T22) OVERTIME PAYMENTS**

Overtime payments shall not count towards the Artist's aggregate earnings on which additional use payments are calculated.

1. Overtime payments shall apply to all hours worked in excess of nine over ten hours.
2. Overtime when worked on a normal day shall be paid at the rate of **£22.50** for each 30 minutes or part thereof up to a maximum of two hours per day.
3. Overtime, when worked on a Declared Holiday, Night Work and Seventh Day or beyond two hours on a normal day shall be paid at the rate of **£43.50** for each 30 minutes or part thereof.
4. If the Artist's Engagement Fee is in excess of £3,553 the overtime rates may be varied by Special Stipulation in the Artist's Form of Engagement.

5. PACT and Equity agree that it is not in the interest of either the Artist(s), or the production 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.

## **Clause (T23) RIGHTS AND ADDITIONAL USE PAYMENTS**

### **1. First UK Primary Television Channel Transmission and non-theatric rights**

In consideration of the payment of the Artist's aggregate earnings in accordance with Clause (T13), the Producer shall be entitled to world-wide Non-Theatric rights for seven years from the date of the first UK television transmission or six months after the last day of filming/recording of the production whichever is the earlier. In the event that the first UK Primary Channel transmission does not take place within six months after the last day of filming/recording of the production the Producer shall inform the Artist or the Union accordingly.

In addition, the Producer shall acquire one of the following initial rights packages:

- (i) one transmission by a UK Primary Television Channel i.e. ITV1, BBC1, BBC2, Channel 4/S4C or Five which can be transmitted simultaneously or non-simultaneously on one channel, or
- (ii) Nine transmission periods ("TXPs") on any UK Secondary Television Channel other than those listed in (i) above during a 5 year period which shall commence on the date of the first UK Secondary Television Channel transmission/exploitation or One TXP is a seven consecutive day period in which up to four transmissions of a production can be made. In the case of other UK Secondary Television Channels the terms of their negotiated transmission numbers agreed with the union shall apply.
- (iii) where the Artist has only been engaged for an ITV Regional Area to the first ITV area transmission totaling up to 25% of National Television Households.

The simultaneous transmission of a programme in both analogue and digital format will be regarded as a single transmission for the purposes of this agreement.

Productions made for Schools and Adult Educational Broadcasting have special provisions and are covered under Clause (T10) above.

### **2. Rest of the World Rights**

Rest of the World shall be all media rights excluding all UK and USA uses, world theatric, DTO, DTR and world video rights. In addition to the first UK Primary Television Channel transmission the Producer may, see Clause (T6)3, pre-purchase 35% of the Artist's aggregate earnings to cover the Rest of the World uses for a period of seven years from either the first UK Primary Television Channel transmission or the first licensed sale in the Rest of the World whichever is the earlier. If not, the 35% pre-purchase must be made against USA television uses (see 5 below).

If not pre-purchased, the Producer may either:

- (i) apply the royalty provision for Rest of the World rights subject to the provisions of Appendix TA, or
- (ii) purchase Rest of the World rights subject to the provisions of Appendix TA, for a period of seven years. This purchase can be made within three years from the first UK Primary Television Channel transmission or within three years from six months after the last day of filming/ recording of the production whichever is the earlier upon payment to the Artist of the appropriate percentage of their aggregate earnings as listed in Appendix TA to cover a seven year licence period.

The Producer is not obligated to pre-purchase this right in the case of UK Television Channel engagements under Clause (T6)1(ii) (except where a co-production pre-sale or co-finance partner is involved in the production and where some element of the non-UK rights has been traded with such partner), one day engagement under Clause (T8)4a, productions for schools and adult education, compilation productions and recordings of live theatre performances and where the Artist has been engaged for an ITV Regional production and the production has been shown for the first time in ITV areas totalling no more than 75% of National Television Households

Where Artists booked under the terms of this agreement appear in a dramatic insert in a Factual Programme the terms of clause (T23)13 may be applied.

### **3. UK Primary Television Channel Repeats - Peak Time Hours**

For each subsequent use on ITV1, BBC1, BBC2, Channel 4/S4C or Five purchased within three years from either the first UK Primary Television Channel transmission or six months after the last day of filming/recording of the production whichever is the earlier the Artist shall receive 55% of their aggregate earnings for each transmission in peak time hours.

For each further use on ITV1, BBC1, BBC2, Channel 4/S4C or Five purchased between three to five years in the time specified above the Artist shall receive 60% of their aggregate earnings for each transmission in peak time hours.

For each further use on ITV1, BBC1, BBC2, Channel 4/S4C or Five purchased more than five years after the time specified above, the Producer shall be entitled to transmit, or agree to the transmission of any production made under the terms of this Agreement or any precursor Agreement between PACT, BFTPA or IPPA and Equity provided that:

- a) the Artist(s) appropriate consent has not been withheld in the Form of Engagement, and
- b) payment for the repeat transmission shall be calculated by increasing the payments due under the terms of the original contract by the appropriate percentage shown in the table in Appendix TF which shall be subject to the minimum payments as specified.

In respect of programmes that are repeated within a week of first transmission, the repeat payments shall be 75% of the rates set out above.

For transmissions on ITV1, BBC1, BBC2, Channel 4/S4C or Five outside Peak Time hours see sub-clause 12 below.

If a production made under Clause (T6) 1 (ii) is repeated on ITV1, BBC1, BBC2, Channel 4/S4C or Five less than two months following its first UK transmission then the pre-purchase of 35% of the Artist's aggregate earnings for Rest of the World uses as set out in 2 above must be paid (if not already paid).

Note: Producers attention is drawn to the limitation on the number of transmissions incorporated in the 1964 Agreement whereby further transmissions not provided for shall be subject to the Artist's consent.

#### **4. Premieres on UK Secondary Channels**

Where the use of a recording of the Artist's performance intended for ITV1, BBC1, BBC2, Channel 4/S4C and Five takes place on any other channel in the UK prior to the first transmission of the performance on ITV1, BBC1, BBC2, Channel 4/S4C or Five then the Artist shall receive payment in accordance with Appendix TA (2) below.

#### **5. UK Secondary Channels**

Except as provided in sub-clause 4 above the Producer may use or permit the use of a recording of the Artist(s) performance in any or all media in the UK (excluding ITV1, BBC1, BBC2, Channel 4, S4C and Five) upon payment of the royalty in accordance with the provisions of Appendix TA. This provision shall also apply to further uses of a performance on channels other than ITV1, BBC1, BBC2, Channel 4, S4C and Five where the production is first commissioned under clause (T6) 1 (ii).

#### **6. USA Television Rights**

In addition to the first UK Primary Television Channel transmission the Producer may, see Clause (T6)3, pay 35% of aggregate earnings as a contribution to cover USA television uses for a period of seven years from either the first UK Primary Television Channel transmission or the first USA television use whichever is the earlier. If not, the 35% pre-purchase must be made against Rest of the World television uses (see 2 above).

If not pre-purchased, the Producer may either:

- (i) apply the royalty provision for USA television rights subject to the provisions of Appendix TA, or
- (ii) if not already pre-purchased as set out above, USA television rights may be purchased subject to the provisions of Appendix TA. This purchase can be made within three years from the first UK Primary Television Channel transmission or within three years from six months after the last day of filming/ recording of the production whichever is the earlier upon payment to the Artist of the appropriate percentage of their aggregate earnings as listed in Appendix TA.

Where Artists booked under the terms of this agreement appear in a dramatic insert in a Factual Programme the terms of clause (T23) 13 may be applied.

## **7. World Video, DTO/EST and DTR Rights**

### **a) World Video**

The Producer may apply the royalty provision for world video rights subject to the provisions of Appendix TA.

As an alternative to the royalty provision, world video rights may be purchased for a period of seven years subject to the provisions of Appendix TA.

The Producer may only pre-purchase such rights when contracting the Artists, to cover world video uses for a period of seven years from either the first UK transmission or from six months after the last day of filming/recording of the production whichever is the earlier. Payment to the Artist must be the appropriate percentage of their aggregate earnings as listed in Appendix TA

Where Artists booked under the terms of this agreement appear in a dramatic insert in a Factual Programme the terms of clause (T23) 13 may be applied.

### **b) DTO/EST & DTR Rights**

The Producer may apply the royalty provision for DTO/EST and DTR rights subject to the provisions of Appendix TA.

As an alternative to the royalty provision, DTO/EST and DTR rights may be purchased for a period of seven years subject to the provisions of Appendix TA.

The Producer may only pre-purchase such rights when contracting the Artists, to cover DTO/EST and DTR uses for a period of seven years from either the first UK transmission or from six months after the last day of filming/recording of the production whichever is the earlier. Payment to the Artist must be the appropriate percentage of their aggregate earnings as listed in Appendix TA

Where Artists booked under the terms of this agreement appear in a dramatic insert in a Factual Programme the terms of clause (T23) 13 may be applied.

## **8. Rights and Uses beyond Seven Years (excluding UK Primary Television Rights)**

The Producer shall be entitled to exploit or agree to the exploitation of the production outside the seven year period subject to payment to the Artist in accordance with the royalty provision as detailed in Appendix TA or the appropriate percentage of the Artist's aggregate earnings as listed in the Agreement between the Association and the Union in force at the time of use.

## **9. UK- ITV Regional Transmission Areas**

Payment of the Regional Engagement Fee(s) and production day payment(s), where applicable, shall entitle the Producer to transmit the production once simultaneously or non-simultaneously in any combination of transmission areas totalling up to 25% of National Television Household (NTH).

The proportion of NTH in each area covered by an ITV licence-holder is as follows:

	%		%
Anglia	7	HTV	8
Border	1	Meridian	9
LWT/Carlton	19	Scottish	6
Central	15	Tyne Tees	5
Channel	1	Ulster	2
Grampian	2	West Country	3
Granada	12	Yorkshire	10

Where the production is transmitted for the first time in areas totalling more than 25% of the NTH's the Artist shall be paid proportionately as follows:

% of NTH in areas to which production is transmitted	Payment
26% to 50%	Twice Regional Engagement Fee(s)
51% to 75%	Three times Regional Engagement Fee(s)
76% to 100%	Four times Regional Engagement Fee(s)

Where the Regional Engagement Fee(s) paid to the Artist provides for first transmission in areas totalling less than 100% NTH, the Producer shall be entitled to use the balance between the percentage of NTH paid to the Artist and the aggregate percentage of the areas to which the first transmission was made towards any further first transmission of that performance but the Producer shall not be entitled to use any such balance towards any repeat transmission of that performance.

#### **ITV Regional Repeats - (Peak Time hours)**

In the event that a repeat(s) is purchased within three years from the time specified in sub clause 3 above, the Artist(s) shall receive 55% of their aggregate earnings in respect of each such repeat transmission in peak time hours in areas totalling up to 25% NTH.

In the event that a repeat(s) is purchased between three to five years from the time specified in sub clause 3 above then the Artist(s) shall receive 60% of their aggregate earnings in respect of each such repeat transmission in peak time hours in areas totalling 25% NTH.

In the event that a repeat is purchased more than 5 years after the time specified in sub clause 3 above then the Artist(s) shall receive 60% of aggregate earnings, increased by the appropriate percentage shown in the table in Appendix TF, in respect of each such repeat transmission in peak time hours in areas totalling 25% NTH.

In the event that a programme is repeated in areas totalling more than 25% NTH then the following payments will be made

- 26% - 50% NTH = Twice the Regional Repeat Fee
- 51% - 75% NTH = Thrice the Regional Repeat Fee
- 76% - 100% NTH = Four times the Regional Repeat Fee.

For each repeat purchased any balance between the percentage of NTH paid to the Artist(s) for a repeat and the aggregate percentage of the area(s) in which each repeat is made shall not count towards any further repeat of that production in the same area(s).

In respect of programmes that are repeated within a week of first transmission, the repeat payments shall be 75% of the rates set out above.

For UK Regional repeat payments outside Peak Time hours see sub-clause 12 below.

Repeats may be pre-purchased. Where a repeat is pre-purchased at an off-peak rate but the repeat is actually transmitted during peak-time hours the Artist shall be paid the difference between repeat rates pre-purchased and the peak rate that would be due at the time of the repeat transmission. Similarly, where a repeat is pre-purchased at the Night Time off-peak rate but the repeat is actually transmitted during Day Time off-peak hours the Artist shall be paid the difference between the repeat rate pre-purchased and the day-time off-peak rate that would be due at the time of the repeat transmission.

### **Calculation for Additional Uses**

Where the Artist has been engaged for a regional production and Nominated Additional Uses are then taken up, the basis of calculation for these additional uses shall be four times the Artist's regional engagement fee(s) plus any production day payment(s), second call payments and any other payments so specified in the Agreement as being included in the Artist's aggregate earnings.

#### **Example**

*3 days work in one week* = £139.00 engagement fee plus £123 production day payments  
= Total fee £262.00

*Rest of World:* = £139.00 x 4 plus £123 = £679 x 35% = £237.65

*1 day's work* = £139.00 engagement fee plus £61.50 supplement = £200.50

*Rest of World* = £139.00 x 4 plus £61.50 = £617.50 x 35% = £216.13

## **10. Limited UK/USA Theatrical Rights**

In consideration of the payment shown in Appendix TA, the Royalty provision shall not apply, the Producer shall be entitled to exhibit or permit the exhibition of the production theatrically in the UK and USA within the following limitations:

- a) this exhibition shall take place within a total period of nine months before and three months after the first UK Television transmission. This provision shall not apply to limited theatrical use in the USA;
- b) the duration of the exhibition of the production shall not be longer than a continuous period of three months;
- c) the exhibition shall take place in not more than ten cinemas in the UK or USA which shall not be all in the same circuit. E.g. Art Houses.

In the event that the Producer wishes to exhibit or permit the exhibition of the production theatrically in the UK or USA other than in accordance with the provisions above this shall be subject to agreement between the Producer and the Union.

**11. Rest of the World Full Theatric Rights (excluding UK & USA)**

The Rest of the World full theatric use, excluding the UK & USA, may be purchased within three years from the first UK Television transmission within three years from six months after the last day of filming/recording of the production whichever is the earlier upon payment to the Artist of the appropriate percentage of their aggregate earnings as listed in Appendix TA to cover a seven year licence period. The royalty provisions shall not apply.

**12. UK Primary Television Repeats**

Repeats may be pre-purchased. Where a repeat is pre-purchased at an off-peak rate but the repeat is actually transmitted during peak-time hours the Artist shall be paid the difference between repeat rates pre-purchased and the peak rate that would be due at the time of the repeat transmission. Similarly, where a repeat is pre-purchased at the Night Time off-peak rate but the repeat is actually transmitted during Day Time off-peak hours the Artist shall be paid the difference between the repeat rate pre-purchased and the day-time off-peak rate that would be due at the time of the repeat transmission.

a) **Peak-Time hours**

In cases where a repeat transmission is scheduled to commence in accordance with the hours as listed below the repeat payment due to the Artist shall be calculated in accordance with Clause (T23) 3 above and/or (T23) 9 above.

**Peak Hours** 18.00 - 22.29

b) **Day Time off-peak hours**

In cases where a repeat transmission is scheduled to commence in accordance with the hours as listed below the repeat payment due to the Artist shall be calculated at 50% of the percentage stipulated in Clause (T23) 3 above and/or (T23) 9 above.

**Day Time** 09.00 - 17.59

c) **Night Time off-peak hours**

In cases where a repeat transmission is scheduled to commence in accordance with the hours below the repeat payment due to the Artist shall be calculated at 25% of the percentage stipulated in Clause (T23) 3 above and/or (T23) 9 above.

**Night Time** 22.30 - 09.00

In respect of programmes that are repeated within a week of first transmission, the repeat payments shall be 75% of the rates set out above.

**13. Dramatic Contributions to Factual Programmes**

a) Where Artists booked under the terms of this Agreement appear in a dramatic insert in a Factual Programme where the duration of dramatic inserts in the programme represents no more than 50% of the programme's total duration, the Producer may acquire, via the Form of Engagement, the right to use or permit the use of a recording of the Artist's performance:

- i) In any or all media in the UK (excluding ITV1, BBC1, BBC2, Channel 4/S4C, and Five), and the rest of the world (excluding USA Network television), for an unlimited period, on payment of 60% of the Artist's aggregate earnings, OR
  - ii) In any or all media throughout the world (excluding all UK uses and USA Network television), for an unlimited period, on payment of 50% of the Artist's aggregate earnings.
- b) Where Artists booked under the terms of this Agreement appear in a dramatic insert in a Factual Programme where the duration of dramatic inserts in the programme represents more than 50% of the programme's total duration, the Producer may acquire, via the Form of Engagement, the right to use or permit the use of a recording of the Artist's performance:
- i) In any or all media in the UK (excluding ITV1, BBC1, BBC2, Channel 4/S4C, and Five), and the rest of the world (excluding USA Network television), for an unlimited period, on payment of 80% of the Artist's aggregate earnings, OR
  - ii) In any or all media throughout the world (excluding the UK and excluding USA Network television) for an unlimited period, on payment of 70% of the Artist's aggregate earnings.

#### **Clause (T24) USE OF EXTRACTS**

1. Upon payment to the Artist of **£39.00** the Producer shall be entitled to permit an extract from the recording of an Artist's performance not exceeding one minute or **£72.50** for an extract exceeding one minute but not exceeding four minutes in length.
2. These extracts may be used in instructional, critical, magazine, educational and similar programmes (not including any programmes of an advertising nature) for either:
  - (i) One transmission by a UK Primary Television Channel i.e. ITV1, BBC1, BBC2, Channel 4/S4C or Five which can be transmitted simultaneously or non-simultaneously on one channel, or
  - (ii) Nine transmission periods ("TXPs") on any UK Secondary Television Channel other than those listed in (i) above with each transmission permitting up to a four plays within a seven day period. In the case of other UK Secondary Television Channels the terms of their negotiated transmission numbers agreed with the union shall apply.
3. In the case of extracts which are to be incorporated into a drama or other type of production not provided for above the consent of the Artist must first be obtained. The prior consent of the Artist will be required for any extract that criticised or ridiculed the Artist's performance, or was of an explicitly sexual nature.
4. **Further UK Uses of Extracts** - For a further payment of 100% of the Artist's original extract fee the Producer may acquire the right over an unrestricted period to all UK domestic uses of the extract(s) in the production payable on or before the first repeat showing.

5. **Additional Rights and Uses** - For a further payment of 100% of the Artist's original extract fee the Producer may acquire the right over an unrestricted period to all sales uses of the extract(s) in the production payable on the first sales use.

#### **Clause (T25) CREDITS**

The Producer recognises the importance of credits for all Artists contracted under this Agreement. The Producer undertakes to ensure that each Artist shall be accorded a credit on the final version of the production and that in normal circumstances such Artists will be given on screen credits subject to the requirements of the commissioning broadcaster/financier.

The Producer is not however in a position to guarantee on screen credits and therefore no casual or inadvertent failure or failure or refusal by third parties to accord the Artist a credit in accordance with this clause would constitute a breach of this agreement by the Producer and the Artists will therefore not be able to claim any damages for such a breach or be entitled to prevent the exhibition, distribution, advertising, exploitation or marketing of the production.

#### **Clause (T26) PENSIONS**

1. Provided that the Artist has notified the Producer that the Artist is a member of the pension scheme, the Producer shall contribute 5% of the Artist(s) engagement/regional fee, session fee and daily payments subject to the following maximum payments:
  - a) For Artists covered by Category A of Clause (T9)1 a maximum of **£68.50** for each week that the Artist is engaged or each episode, segment or instalment in which the Artist's performance is incorporated, whichever is the greater;
  - b) For Artists covered by Category B of Clause (T9)1 a maximum of **£136.50** for each week that the Artist is engaged.
2. The Artist shall contribute payments equivalent to 50% of the contributions made by the Producer.
3. 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 Pension Fund. The Producer confirms that the pension provisions will not be used to undermine negotiations of the fees payable to the Artist(s).
4. Payment of the above contributions are made payable to Aviva and sent to the Equity Personal Pension Scheme which is administered by Hencilla Canworth First Act at Simpson House, 6 Cherry Orchard Road, East Croydon, Surrey CR9 5BB.

#### **Clause (T27) HOLIDAY ENTITLEMENT**

1. An Artist shall be entitled to paid holiday calculated at 5.6 weeks a year on a pro rata basis.
2. The Producer may nominate periods of holiday and will provide at least twice as much notice as the lengths of the nominated period e.g. at least two days notice for one day of holiday. In addition, subject to the 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 if they were days of work.

3. 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. A payment of £146.00 shall be made for every full day of holiday accrued but not taken. As an alternative, payment for holiday due but not taken can be calculated at the rate of £15.50 for each day an Artist works and is contracted under the Agreement.

#### **Clause (T28) ASSIGNMENT**

1. The Producer may at any time assign to any person, firm or company the whole or any part of the benefit of the Artist's engagement provided that the assignee undertakes the obligations of the Producer under the Agreement and under the Artist's Form of Engagement. The Artist shall thereupon render services to the assignee and shall look primarily to the assignee for fulfilment of the Producer's obligations, but as between the Artist and the Producer the Producer shall not be released from any of the obligations imposed on the Producer under this Agreement or the Artist's Form of Engagement which shall remain in full force and effect insofar as the same shall not have been fulfilled by the assignee.
2. The Producer agrees that, in the event of an assignment or partial assignment of the copyright in the programme to a third party assignee, the Producer will also assign all rights and obligations under this Agreement to the assignee including the obligation to make all use fee payments in accordance with the Agreement. The Producer will ensure that a further clause is included in the assignment to the third party assignee together with a clause requiring the third party to ensure that all rights and obligations under the Agreement shall be incorporated in all and any future and further assignments. In the absence of the incorporation of these clauses in such assignments the Producer and/or the previous assignee shall remain liable to the Artist. 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 (T29) 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 Appendix TA 5(g).

2. In the event that the Producer receives any income referred to in this Clause 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 re transmission 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, instead such income is authorised by the Artist to be collected by the Union pursuant to Appendix TA 5(g).
4. In the event that the Artist receives any income referred to in this Clause 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.

#### **Clause (T30) FORUM**

1. The Association and the Union agree to establish a Forum as soon after the signature of this Agreement as possible.
2. The terms of reference, membership and procedures of the Forum shall be agreed between the parties as soon after the signature of this Agreement as possible.
3. The purpose of the Forum shall be to act as a body for the discussion of issues of general concern to the Association and the Union and their members, including matters not covered by this Agreement. The aim of the Forum shall be to promote understanding of issues of joint concern, facilitate the resolution of problems in the relationship between the Association and the Union, and provide opportunities for the Association and the Union to act together to promote successful British television production.
4. The Forum shall meet no less than twice a year.

## **Clause (T31) JOINT FILMS COUNCIL - CONSTITUTION**

### **1. Title**

There shall be constituted a Council to be called the Joint Films Council representative of Pact 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 television 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 (T32) 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 the Deputy Chief Executive of Pact (or nominated deputy). 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 which 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 and 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 (T32) 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 there shall be Arbitration the form of which shall be agreed between the Joint Secretaries in consultation with the affected parties. Reference to arbitration shall be mandatory on all the parties concerned.
10. While the above procedure is in operation no stoppage of work, lock-out, or ban on overtime either of a partial or general nature, or any departure from normal working shall take place or be authorised.

### **CLAUSE (T33) 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. Where the provision of hair and make-up is being provided by the producer, the producer shall use reasonable endeavours to provide hair and make-up support of suitable skill and standard to all artists, regardless of ethnicities and cultures represented across the cast.
8. The parties are committed to addressing underrepresentation and advancing equality of opportunity for Artists.
9. The Producer shall ensure that Artists have access to the Producer’s policies.

### **Clause (T34) COPYRIGHT AND USES**

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

### **Clause (T35) FINANCIAL GUARANTEES/ESCROW**

1. It is the responsibility of the Producer to inform the Association (Business Affairs section) when about to engage the first members of cast. The Association will then inform the Union as appropriate. The financial guarantee must be provided within one week of the date of engagement of the first members of the cast and where escrow is being lodged two weeks before the commencement of principal photography.
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 production. A letter of financial guarantee can only be issued by an organisation acceptable to the Union e.g. an established broadcaster or Studio where it can be demonstrated that they hold sufficient funds to cover the overall cost of production. The escrow money shall be an amount equivalent to the Artists' contractual fees up to a maximum of £2700 per week per Artist up to a maximum of two weeks for any one Artist. The Association will only provide a Producer with template Forms of Engagement for Artists and if applicable Stunt engagements once this has been done.
3. The Producer shall provide the Association with a breakdown of the escrow money detailing the character name, their daily/weekly rate, total of days/weeks to be worked and the amount to be lodged in escrow.
4. Before the beginning of each production the Producer shall complete a production notification sheet which shall contain information relating to the schedule, hours of work details of resident locations where applicable and such allowances as apply to Artists. This production notification sheet must be submitted to the Union together with a list of the Artists engaged and thereafter the names of additional Artists upon their engagement. If required a copy of the script will be made available to the Union and such request will not be unreasonably withheld.
5. 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.

6. 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.
7. Upon completion of filming and once all Artists have been paid 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 Artist name with their agents details (and where no agent applies then the individual's address).
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 (T36) PRE-PRODUCTION MEETINGS AND INFORMATION TO THE UNION**

1. Prior to the commencement of any production the Producer and/or Union can request a "Pre-Production Meeting" which shall take place not later than 10 days before the start of principal photography.
2. At the pre-production meeting the Producer shall supply all necessary information concerning the schedule, hours of work, details of resident locations where applicable and such allowances as apply to Artists.

#### **Clause (T37) FACILITIES FOR TRADE UNION ACTIVITY**

1. 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 (T38) MISCONDUCT**

1. 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 (T32) above.

### **Clause (T39) ILLNESS**

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

***Either***

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

***Or***

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

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

### **Clause (T40) DANGEROUS WORK**

1. The Producer shall not require the Artist to render services of a hazardous or dangerous nature nor to undertake work that involves an unreasonable degree of risk, unless the Artist with the consent of the Producer is prepared to undertake such work.
2. An Artist required to render services that are predominantly of a hazardous or dangerous nature shall be engaged in accordance with the provisions for Stunt Performers.
3. In the event that an Artist is requested and consents to undertake work of a hazardous or dangerous nature which is incidental to the Artist's part, then the special circumstances of the work shall be stated in the Artist's Form of Engagement, and the Producer shall effect additional insurance for the Artist in accordance with the terms for accident or death under Clause (T43) below.

## **Clause (T41) 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 (T42) 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 production 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 Artist's necessary clothing or costume to and from any resident location.

**Clause (T43) INSURANCE**

**1. Employers and Public Liability and Third Party Insurance**

The Producers shall arrange the appropriate insurance provisions to meet their statutory obligations.

**2. Outside the United Kingdom - General**

- a) When required to render services outside the United Kingdom the Producer shall arrange for Artists to be covered by the Film Union (or equivalent) insurance scheme provided by the commissioner/broadcaster, 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 put such cover in place. For the purpose of this clause the United

Kingdom shall mean the mainland and coastal islands of England, Scotland, Wales and Northern Ireland.

- b) The minimum level of cover afforded shall be:
  - i) 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.
  - ii) Medical and Emergency Travel Expenses: up to £500,000 in respect of medical and emergency travel expenses while on an overseas location which 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).
  - iii) Personal baggage: up to £1,000 for baggage and £200 for cash. For delayed baggage, up to £200 for replacement items

**3. Additional Provisions - Locations Outside the United Kingdom: Dangerous Work in the United Kingdom**

- a) for aerial flights other than by approved passenger services;
- b) for dangerous work mutually agreed if practicable between the Producer and the Artist in the United Kingdom as defined in sub-clause 3 of clause (T40).

Insurance shall be effected in accordance with sub-clause 2 above. A claim shall not be prejudiced in the absence of such mutual agreement.

**Clause (T44) TRAVEL; TRANSPORT, FARES AND PAYMENT**

**1. Definition of "Base" and "Location"**

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

- a) "Base" - shall be the designated place of work where the Artist carries out a substantial part of their services.
- b) "Location": shall be classified as Non-Resident Locations, Resident Locations or Overseas Locations.
  - i) Non Resident Locations:  
These are locations to and from which the Artist can travel at the start and end of each day from and to their designated base. Where the designated 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 areas outside this area a non resident location will be any place outside a radius of 10 miles of the designated base.

- ii) Resident Locations:  
These are "Locations" within the United Kingdom to and from which such daily travel to and from the "Base" is not feasible, and where the Producer consequently provides the Artist(s) with overnight accommodation.
- iii) Overseas Locations:  
These are "Locations" located outside the United Kingdom.

## 2. Travel - Base and Non-Resident Location

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

- a) When the Artist(s) is called to a location outside the 20 mile or 10 mile radius (as defined in 1b i) above) the Producer shall:  
*either*  
provide transport from a rendezvous point within the 20 or 10 mile radius 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 Location, or the nearest station.

Time spent in travelling up to two hours outside of the Artist's contracted hours shall not count as working time. Payment shall be made for each hour or part thereof irrespective of whether the Artist is called for make-up or wardrobe before or after the journey at the rate of £22.50 for each hour or part thereof up to a maximum of two hours in a day. Time spent in travel in excess of two hours in a day and time spent in wardrobe and make-up shall count as part of the working day. Time spent travelling within the Artist's contracted hours shall not attract any additional payment.

- b) When Artist(s) cannot within a reasonable time reach their designated place(s) of work, or their place of residence, 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 designated place(s) of work, to their place of residence each night, the Producer may provide the Artist with reasonable living accommodation, including board, at or near their designated place(s) of work 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.

### **3. 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) Time spent in travelling up to two hours to a resident location shall not count as working time and the payment shall be made for each hour or part thereof irrespective of whether the Artist is called for make-up or wardrobe before or after the journey as set out in 2 (a) above. Time spent in travel in excess of two hours in a day and time spent in wardrobe and make-up shall count as part of the working day.
- d) For all means of transport to and from resident location, travel facilities shall be provided by the Producer which shall be not less favourable than the provisions to the shooting unit.

### **4. Transport at Resident Locations**

- a) On 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, however, 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.

### **5. Travel by Air to and from Resident Locations**

The Producer shall provide accommodation on an airline operating scheduled passenger services and having safety standards acceptable to the British Civil Aviation Authority.

- a) 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.
- b) Where the scheduled flight time exceeds four hours there should be no shooting on the same day unless there are exceptional circumstances.
- c) Where the scheduled flight time exceeds eight hours there will be no shooting until 24 hours have elapsed after arrival at the destination.

- d) Where the scheduled flight time exceeds twelve hours, discussions will take place between the Producer and the Union representative to discuss particular travel requirements and the modes and standard of transport should be agreed between the Artist and the Producer prior to the signing of the contract. Whatever agreement may be reached in the context of one production it shall not form a precedent for any subsequent production.

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

If the Artist is required to travel on a day when no work is required immediately prior to or immediately following each period of engagement the Artist shall receive a payment of **£61.50** for each travel day and this payment shall not be included in the Artist's aggregate earnings on which additional use payments shall be calculated.

#### **Clause (T45) FORCE MAJEURE**

1. If the production 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 production 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 production 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 salary 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 **£105.00** 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 aggregate earnings on which further use payments shall be calculated.

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.
4. If suspension under this Clause T45 is the result of COVID-19 related events, the Producer may elect to retain second call upon the Artist until such time as it decides to "lock in" the Artist and move to retain first call upon the Artist. If the Producer elects to utilise this option, the Producer shall notify the Artist and Agent (where applicable) of its decision and the Producer will pay the Artist the following payments;
  - a) Two engagement fees (to be no greater than the engagement fee agreed under the Artist's original Form of Engagement) to be paid as soon as practicable, such payments to be recoupable against the Artist's future earnings under the original Form of Engagement. Where less than two weeks filming are scheduled for the Artist, this payment shall be reduced accordingly. These engagement fees shall not attract use fees at this stage.

The Artist may opt not to receive the advance payment of two engagement fees. If this occurs; i) payment of these and any other applicable engagement fees will be made in accordance with the original Form of Engagement once production resumes; and ii) the Producer may continue to utilise this option with the following payments remaining due.

In the event that the engagement is terminated, the payment under 4.a) shall not be repayable, save for where the engagement is terminated in accordance with T38 Misconduct.

- b) In addition to the above, the Producer shall pay the second call payment of not less than £103 (£105 for those Artists contracted under 2020 rates) per week until such time as sub-clause 4.c) or 5. are applicable. These payments shall commence at the end of the initial 3-week suspension. These payments shall not attract use fees.
- c) At such time during suspension as a production decides to retain first call upon the Artist, the Artist will receive a fee of £557 per week from that point until such time as sub-clause 5 is applicable. During this period of first call, the Artist shall not be required to provide any services. These payments shall not attract use fees.

Throughout suspension, the Artist and/or Agent shall discuss with the Producer any potentially conflicting bona fide future engagements.

5. Resumption of production - from the point of commencement of principle photography and/or rehearsals and/or a readthrough/wardrobe etc. for the Artist, the Artist will revert to their original first call Form of Engagement.

6. Irrespective of whether the Producer has retained first call, second call or sub-clause 4 above, in the event it is determined that the production will be permanently shutdown, the Producer shall notify the Artist and Agent (where applicable) as soon as practicable and the Artist's Form of Engagement shall be terminated. Payments due and accrued prior to termination shall be paid to the Artist.

#### **Clause (T46) 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 respective Form of Engagement and shall be the subject of Special Stipulation in the Artists Form of Engagement.
2. The Producer shall decide what publicity he/she will issue in connection with the production and shall have the right to use any and all photographs of and the name autograph, biography and likeness of the Artist in all publicity of the production, provided that:
  - a) 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 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; and
  - b) Where the Producer wishes to use a photograph of or the name or likeness of the Artist in connection with the merchandising of other commercial goods this shall be subject to the consent of the Artist by Special Stipulation in the Artist's Form of Engagement or other written agreement.
3. 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 production 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.
4. The Artist shall not take or publish photographs of persons working on the production or anything connected with the production.
5. 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 production (whether or not the Artist has been advertised as performing in the part) 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 production 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 respective Form of Engagement.

6. 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 production for which the Artist has been engaged.
7. Both during and after the engagement Artists shall agree to perform subject to his/her reasonable professional availability such reasonable press and publicity services as a Producer or its distributors shall require for the promotion of the production 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 and television) and press events.
8. **Promotional Trailers**
  - a) Trailers pre-recorded during the contracted period of engagement shall not attract payment, other than payment due for that production day.
  - b) Trailers may only be used to advertise the production for which they are made.
  - c) An Artist who is engaged solely to appear in a television trailer to promote a production or channel which shall not exceed three minutes in length shall be engaged under the provisions of Clause (T8)6 of the Agreement.

## APPENDIX TA – Definitions:

### USA Television Rights:

- **Network:** A USA Network transmission shall be deemed to be on major network e.g. ABC, CBS, NBC, CW and FOX
- **Syndication:** Shall be where the production is sold or licensed on a syndicated basis.
- **Basic/Free Cable:** Basic/Free cable shall mean the distribution, broadcast or inclusion of the production in a cable programme service when such service is diffused for reception by a television receiver without any charge being made by the viewer for the privilege of viewing the programme. For the purposes of this Agreement, the regular periodic service charge (other than a charge paid in respect of Pay TV) paid by the subscriber to a cable television transmission service (i.e. so called basic cable charges) shall not be treated as a charge to the viewer.
- **Major Pay Television** shall be deemed to mean those systems for which the subscriber pays directly for each programme or for a defined service. It shall not include basic cable or satellite where this is used for relay purposes in free television.

**Non-Theatric:** Non-Theatric exhibition shall be deemed to mean the exhibition to audiences who are not required to make a specific payment for the viewing of the production.

**Theatric Limited:** As defined at T23(10)

**Videogram/DVD:** shall be deemed to mean any form of disc or magnetic tape that consists of a sequence of visual images with or without sound, capable of being shown as a moving picture for private home use.

### World Video on Demand (VoD):

- **FVOD (Free Video on Demand):** the making available of a programme to a consumer for no charge to access (but not make or keep a permanent copy of) the programme at a time of his or her choosing and access is not related to the linear transmission of the programme or occurs more than 30 days after the linear transmission of the programme
- **Catch up TV services:** the making available of a programme to a consumer to view (but not make or keep a permanent copy of) the programme within a period of 30 days from broadcast of the programme on a service connected to and/or operated by a broadcaster at a time of his or her choosing and the consumer is not charged a fee to access.
- **AVOD (Advertiser Funded Video On Demand):** the making available of a programme to a consumer through a video on demand service or online platform which is not connected to the linear transmission or television transmission of the programme by a broadcaster where the consumer may view (but not make or keep a permanent copy of) the programme at a time of his or her choosing and the consumer is not charged a fee to access such service which is funded by adverts/sponsorship (e.g. YouTube).
- **SVOD (Subscription Video On Demand):** where a consumer/user pays a periodic fee for access to a non-linear service or online platform on which a variety of programmes are available.

**DTO (Download to Own)/EST (electronic sell-through):** a service or transaction whereby a consumer/user is able to download and retain a permanent copy of a programme on payment of a fee for the programme.

**DTR (Download to Rent):** a service or transaction whereby a consumer/user is able to download a temporary copy of a production or access a programme for a time limited period via a VoD or online platform at a time of their choosing on payment of a fee for the production.

## 1. MINIMUM RATES AND ADDITIONAL USE FEES

- (a) The engagement fee(s), production day(s) and session fee payments include the rights set out in Clause (T23)1 except as varied under Clause (T10) (Educational provisions). Payments for all further uses are listed in the table below.

		<b>MINIMUM PAYMENTS</b>
<b>ARTISTS</b>	UK Primary/Secondary Television Channels ENGAGEMENT FEE	<b>£557</b> (negotiable)
	ITV REGIONAL ENGAGEMENT FEE	<b>£139.00</b> (negotiable) subject to a minimum payment of <b>£201.00</b> inclusive of the <b>£61.50</b> supplement for one day worked on the production
	PRODUCTION DAY PAYMENT	<b>£61.50</b> per day (non-negotiable)
<b>REVOICING, VOICE-OVERS AND COMMENTARY SESSION SINGERS-SOUND TRACK RECORDING</b>		<b>£201.00</b> per session (negotiable)

<b>ADDITIONAL USE PAYMENTS</b>		<b>Percentage of Artist's Aggregate Earnings on which additional use fees are calculated</b>
<b>NOMINATED ADDITIONAL USES</b>		35%
<b>SUBSEQUENT TX'S ON BBC 1, BBC2, ITV1, C4/S4C and FIVE</b>	Each further UK Primary Television Channel TX purchased within three years	55%
	Each further UK Primary Television Channel TX purchased within three to five years	60%
	Each further UK Primary Television Channel TX purchased after 5 years	60% enhanced in accordance with Appendix TF

- (b) The UK repeat percentages above are for peak time hours only and for off peak rates see Clause (T23)12.

- (c) In respect of programmes that are repeated within a week of first transmission, the repeat payments shall be 75% of the rates set out above.

## **2. SHOWCASE PREMIERES**

- (a) This clause relates to programmes made primarily for UK Primary Television channels.
- (b) A Producer may make or licence others to make 3 Showcase Premieres for a payment of 25% of the Artist's Aggregate Earnings to each Artist;
- (c) A Producer may make or licence others to make one Showcase Premiere for a payment of 10% of the Artist's Aggregate Earnings to each Artist.
- (d) A "Showcase Premiere" means a continuous period of 24 hours in which up to four transmissions of a programme may be made on a UK Secondary Television Channel or Channels within the same ownership group prior to any transmission of that programme on ITV1, BBC1, BBC2, Channel 4 or Five;
- (e) If the normal transmission pattern of a series on ITV1, BBC1, BBC2, Channel 4 or Five is disrupted such that an episode or episodes is displaced from its normal slot to a later slot of up to 24 hours after the normal transmission slot, but that episode is transmitted in its normal slot on a UK Secondary Television Channel as a service to regular viewers, then the above payments shall not apply, and the UK Secondary Television Channel transmission shall be regarded as a secondary sale with Artists remunerated as set out in 4(b) below.

- 3. For other additional uses the Producer may apply either Royalty Provisions or Additional Use Payments.

## **4. ROYALTY PROVISIONS**

- (a) The royalty provision shall not apply to theatrical uses, the initial seven year period for the Nominated Additional Use or to broadcasts on UK Primary Television Channels BBC1, BBC2, ITV1, Channel 4, S4C and Five both analogue and digital where it is simultaneously transmitted. For all other sales both overseas and in the UK the royalty provisions shall apply except where Uses have been paid under Clause (T23)13
- (b) Except as specified in 2(e) above the Producer may use or permit the use of a recording of the Artist(s) performance in any or all media overseas and in the UK upon payment of a royalty to the Artists which shall be 17% of gross receipts from each production sale divided between the Artists in proportion to their aggregate earnings.
- (c) Application of the royalty provision shall only be through a distributor acceptable to the Association and the Union such that acceptability shall be based on evidence of the distributors ability to account for sales, to make payments to Artists in accordance with this Agreement and to demonstrate that the production is to be sold on a genuine arms length commercial basis. The Union shall have the automatic right to audit the accounts of sales of the productions and to receive details of all sales. The Association and the Union must be informed of the nominated distributor either through the pre-production

procedures or if this is not possible as soon as possible thereafter and in any event before the Producer has entered into any formal distribution agreement.

- (d) Failure to inform both the Association and the Union may result in the royalty provision not being made available.
- (e) Both parties to this Agreement recognise that for video sales gross receipts are subject to some legitimate deductions in certain circumstances before application of the 17% royalty. Until such time as there are formal and standard arrangements on the application of the royalty for video sales these sales shall be made under the current commercial practices. Any such formal arrangement shall take immediate effect.
- (f) **Time of Payment**  
Payment should be made no later than 28 days after the two six monthly accounting periods - January to June and July to December - in which the relevant sales receipt is received.
- (g) **Minimum Threshold for Payment**  
A Producer shall be entitled to withhold any royalty amount of less than £20 due to an Artist until either a further 12 months has elapsed or such time as £50 or more is due to that Artist (whichever is the earlier) at which point all accumulated royalties due to that Artist shall be payable.

## 5. ADDITIONAL USE PAYMENTS

- (a) The following percentages are based on the Artist's aggregate earnings:

	% of Artist's aggregate earnings
Rest of the World TV excl USA and UK (where this has not been pre-purchased)	35%
UK Theatric Rights (Limited)	14%
1st USA Network TX (Prime Time)	75%
2nd USA Network TX (Prime Time)	25%
Thereafter per TX	15%
1st USA Network TX (Non Prime Time)	35%
2nd & each subsequent TX (Non Prime Time)	7.5%
USA PBS Network	15%
USA Syndication (Full)	25%
USA Basic Cable	10%
USA Major Pay	30%
USA OTT VOD rights - Any exploitation via any VOD Service owned or operated by or affiliated with each US broadcaster which is not part of their subscription package – for example HBO NOW.	3%
USA Theatric (Limited)	14%
Rest of the World Theatric (Ex UK & USA)	14%
*UK Video	5%
*US Video	4%
*Rest of World Video	4%

- i. A Producer has the ability to pre-purchase an advance use against either US TV and/or SVOD use at any time up to 12 months from first television transmission or prior to the first sale of the production, whichever is earlier. A Producer must notify an Artist in writing in advance of any such pre-purchase and the advance purchase cannot be used against the application of the royalty provision. Where the Producer nominates an alternative use that exceeds the original nominated pre-purchase figure, the Producer is under an obligation to redress the difference by way of the applicable increased percentage payment. Should the Producer nominate an alternative use that amounts to less than the figure pre-purchased the remainder of that figure may be set off against subsequent USA television and/or SVOD uses at the point of use. At all material times it is the responsibility of the Producer to inform the Artist, in writing, as to which use has become applicable. The advances offered shall only be against the residuals as defined within appendix TA 5 (a) and (b) and as amended from time to time between Equity and PACT during the normal course of negotiations (the "Appendix").
- ii. \*The video percentages shall **not** apply where the production is commissioned and/or financed by a UK broadcaster, or any of its subsidiaries, who retain the video rights for distribution. In these circumstances the royalty provisions shall apply. The video percentages above shall only apply in the case of an overseas financier/distributor retaining the rights or where it can be demonstrated by a Producer to Equity that he/she is not in a position to operate a royalty mechanism. The percentages payable shall be subject to a minimum of two markets being acquired at any one time.

(b) **SVOD Pre-purchases**

(1) **SVOD Primary Window**

SVOD pre-purchase in respect of the primary window (shown in the tables below) applies where:

- (i) there is investment/finance/funding by an SVOD platform; or
- (ii) a financier requires pre-clearance of SVOD rights in respect of a single SVOD platform to be nominated in writing to the Artist no later than 12 months from first television use.

Any sales or exploitation of the production outside of the SVOD platform/provider (irrespective of the platform and/or territory) will be subject to the fixed residuals or royalty provisions under Appendix TA.

	<b>5 years</b>	<b>7 years</b>	<b>10 years</b>	<b>15 years</b>
<b>UK-SVoD</b>	7%	8%	9%	11%
<b>USA-SVoD</b>	15%	16%	18%	21%
<b>North America (US &amp; Canada) -SVoD</b>	16%	17%	19%	22%

(2) **SVOD Second Window:**

- a. The SVOD second window pre-purchases (shown in the table below) can be utilised where the SVOD second window exploitation will commence no earlier than the relevant 6 or 12 month holdback from first transmission in the pre-purchased television market on a single SVOD platform to be nominated in writing to the Artist

no later than 12 months from first television use and on payment of the relevant percentages.

	7 years		10 years	
	6 month holdback	12 month holdback	6 month holdback	12 month holdback
<b>UK</b>	6%	4%	7%	5%
<b>USA</b>	10%	8%	12%	10%
<b>North America (US &amp; Canada)</b>	11%	9%	13.5%	11.5%

- b. The SVOD second window pre-purchases (shown in the table below) can be utilised where the SVOD second window exploitation commences after the first transmission in the pre-purchased television market for use on an unlimited number of SVOD platforms by means of SVOD or AVOD.

	5 years	7 years	10 years	15 years
<b>UK-SVoD</b>	6%	7%	8%	10%
<b>USA-SVoD (including OTT SVOD Rights)</b>	13%	14%	16%	19%
<b>North America (US &amp; Canada) –SvoD (Including OTT SVOD Rights)</b>	14%	15%	17%	20%

- c. The pre-purchased period will commence from the first use on the named SVOD platform. The Producer shall notify the Artist in writing as to when the first use has taken place.

**(3) Where ROW has been pre-purchased as a Nominated Additional Use for a period of 7 years;**

- a. An extension of the SVOD rights only in the Rest of World may be pre-purchased on payment of the following percentages of the Artist's aggregate earnings

	8-10 years	8-15 years
<b>ROW - SVOD rights only</b>	2%	5%

- b. An extension of the Rest of World all media rights may be pre-purchased on payment of the following percentages of the Artist's aggregate earnings

	8-10 years	8-15 years
<b>ROW</b>	7%	10%

**(4) Where SVOD rights are pre-purchased**

The Producer is entitled to clear additional years of SVOD rights beyond a 15 year term by payment of the following percentages.

	<b>Each additional year</b>
<b>UK</b>	0.25%
<b>US</b>	0.5%
<b>ROW</b>	0.25%

**(5) Sales to VOD services:** where such rights have not been pre-purchased in (1)-(4) above Artists shall receive 17% of gross receipts from each production sale divided between the Artists in proportion to their aggregate earnings, in accordance with TA (4) above.

**(6)** The contracting producer shall provide to Equity, on each title availing themselves of this structure, confirmation that they shall remain liable for any top up payments in the event of a sale to any market, as defined within the Appendix against which the advance will be applied. Further the contracting producer will inform Equity of any such sale and to whom the sale has been made and moreover that the appropriate top up payment becomes due on any sales receipt. The licence period remains unvaried for each market acquired in line with the aforementioned agreement.

**(c) DTO/DTR/EST Pre-purchase:**

The following pre-purchases shall apply to clear DTO/DTR/EST rights in the required territory for a period of 7 years as defined within clause (T23).

	<b>7 years</b>
<b>UK</b>	2%
<b>US</b>	2%
<b>ROW</b>	2%

The following pre-purchases shall apply to clear an extension to the DTO/DTR/EST rights in the required territory;

	<b>8-10 years</b>	<b>8-15 years</b>
<b>UK</b>	0.5%	1%
<b>US</b>	0.5%	1%
<b>ROW</b>	0.5%	1%

**(d) Other VOD Services (UK Catch Up / FVOD)**

**(1) UK Catch Up TV Service Rights:** Payments to artists engaged under the PACT/Equity Television Production Agreement shall be subject to the separate agreement between Equity and the UK broadcasters operating Catch up TV services i.e. BBC, ITV, Channel 4 and BSKYB. Where there is no collective licence or the intended use falls outside of the provisions of the collective licence the clearance mechanism for FVOD shall apply. Where there is no collective licence in place for the intended use, the UK Television

Broadcaster shall negotiate with the Union in respect of terms on which such use shall be permitted and shall make the payments associated with any such clearances.

- (2) **AVOD (Advertiser Funded Video on Demand):** a royalty equal to 17% of the Producer's gross revenues derived from exploitation of the production on the platform.
- (e) Where Artists booked under the terms of this Agreement appear in a dramatic insert in a Factual Programme the terms of clause (T23)13 may be applied.
- (f) **Fixed Percentage & Time of Payments**  
Where a use is not pre-purchased then the appropriate payment becomes due either on any sales receipt or on transmission whichever is the earlier.
- (g) **Additional Rights of Use**  
Any rights of transmission, exhibition or other uses of the production that are subsequently amended to existing provisions and or/are not provided for in this Agreement shall be subject to agreement between the Producer/Association and the Union. Such subsequent agreement shall then be deemed to be included in and part of the Artist's original Form of Engagement between the Producer and the Artist, and every consent necessary under the Copyright Designs and Patents Act 1988 or as subsequently amended, shall be deemed as having been granted.

The Artist authorises Equity to, on the Artist's behalf, negotiate amendments to and settle any claims or disputes arising from the PACT/ Equity Television Production Agreements in relation to subsequent amendments to existing provisions and/or additional rights of use that the form of engagement is the subject of. All amendments negotiated under this clause shall be deemed incorporated into the form of engagement The Producer acknowledges that Equity has been appointed by the Artist to act on his/her behalf as set out in this clause.

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 where the Artist cannot readily be identified or use any payments due to the Artist which are not practicable to distribute to the Artist for any other reason, for the general benefit of Artists in such ways as the Union may approve.

## 6. **AUDIT PROVISIONS**

Subject to giving at least 15 days' written notice in advance and during regular business hours, the Union and/or any agents so authorised by them will have complete, unfettered and automatic access to all books, records, accounts, receipts, disbursements and any other relevant documents of the Producer relating to any payments due to the Artist under Appendix TA (5). Where reasonably necessary, the Union may request that the Producer triggers the audit provision of any relevant agreements between the Producer and their nominated distributor and to share all relevant documents from that audit relating to any payments due to Artist under Appendix TA(5). The costs of 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.

#### **7. INTEREST ON LATE PAYMENTS**

If Producer fails to pay any amount payable by Producer under this Appendix TA 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.

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).

#### **8. ASSUMPTION AGREEMENT**

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 TA 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

#### **9. SPECIAL STIPULATIONS**

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, for example the number of fittings, post sync days and so forth, 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 fall due in accordance with this Agreement in respect of such engagement.

#### **10. CONTRACTS ENTERED INTO UNDER THE PREVIOUS PACT (BFTPA/IPPA) 1989 TELEVISION PRODUCTION AGREEMENT**

The royalty provision described above may apply to productions made under the PACT/Equity 1989 Television Production Agreement on expiry of the 10 year limitation on use.

#### **11. RENEWAL OF LICENCE PERIODS**

Where the licence periods in 5 above have expired and as an alternative to payment of the royalty provisions described above, the Producer shall be entitled to further licence the production subject to payment to the Artist in accordance with the Agreement between the Association and the Union in force at the time of use.

## **12. REVIEW OF THE AGREEMENT**

As signatories to this Agreement Equity and PACT agree that they will not discuss any changes to this Agreement until it has been in operation for at least 12 months save for either:

- (i) a mistake in law rendering the Agreement avoidable for mistake; or
- (ii) a change in circumstances unknown to the Parties at the time of signature, where, if the circumstances had been known, the requesting Parties would have sought the same or similar terms as the amendment now requested. Therefore resulting in;
- (iii) an inadvertent change to the meaning of the Agreement as a result of aforementioned amendment.

## APPENDIX TB

### REVOICING, VOICE-OVERS AND COMMENTARY

1. This Appendix relates to the terms of engagement of Artists engaged solely for out of vision vocal contributions, but shall not apply to post-synchronisation or dubbing of the Artist's own part. The provisions of this Appendix shall only apply where the Artist is required to perform as a character for the purpose of dramatised material or voicing-over dramatised sequences.
2. Except as varied below all the provisions of the PACT/Equity Television Production Agreement, with the exception of the provisions of Clause (T35), shall apply to the engagement of Artists for revoicing, voice-overs and commentary.
3. Artists shall be engaged by the "session", which shall not exceed four hours except as provided for in Clause 7 of this Appendix. The regional provisions shall not apply to the engagement.
4.
  - (a) In respect of each session the Artist shall be paid a fee of not less than £201.00 which shall entitle the Producer to incorporate the Artist's performance into one episode, segment or instalment of a production and to the rights set out in Clause (T23)1).
  - (b) When material recorded in any one session is used in more than one episode, segment or instalment of a production the Artist shall be paid an additional sum of 50 per cent of their session fee for each additional episode, segment or instalment of the production in which their performance is incorporated.
  - (c) When material recorded in any one session is used in accordance with the provisions of Clause (T8)5, (T15) or (T16), the Artist will receive an additional sum of 50 per cent of their session fee in consideration of the right to incorporate their performance into not more than 13 episodes, segments or instalments of the production.
  - (d) When material recorded in any one session is used in accordance with the provisions of Clause (T8)5 or (T16) the Producer may acquire the further right to incorporate the said material into further episodes, segments or instalments of the same production upon payment to the Artist, in respect of each 13 episodes or less, of an additional sum equal to the amount paid in Clause 4(c) above.
5. In addition to the UK Primary Television Channel Transmission the Producer must pre-purchase Nominated Additional Uses except for UK Primary Television Channel engagements under Clause (T6) 1 (ii) (except where a co-production pre-sale or co-finance partner is involved in the production and where some element of the non-UK rights has been traded with such partner), productions for schools and adult education, compilation productions and recordings of live theatre performances and where the Artist has been engaged for an ITV Regional production and the production has been shown for the first time in ITV areas totalling no more than 75% of National Television Households
6. The Artist shall be paid for additional uses in accordance with Appendix TA.

7. The basic session may be extended by up to 30 minutes upon payment to the Artist of £19.00 for each extension of 15 minutes or part thereof. This payment shall not count towards the Artist's total earnings on which additional uses shall be calculated.
8. An interval of at least 15 minutes shall be allowed approximately half-way through the session. An unpaid meal break of at least one hour shall be allowed between sessions.
9. For travel the provisions of Clause (T44) shall apply and this payment shall not count towards the Artist's total earnings on which additional uses shall be calculated.

## APPENDIX TC

### SESSION SINGERS - SOUND TRACK RECORDING

1. This Appendix relates to the terms of engagement of Session Singers engaged solely for the purpose of session singing out of vision.
2. The Singer shall be engaged by the "session" which shall not exceed three hours except as provided for in Clause 6 in this Appendix. The regional provisions shall not apply to the engagement.
3.
  - (a) In respect of each session the Singer shall be paid a fee of not less than **£201.00** which shall entitle the Producer to incorporate the Singer's performance into an episode, segment or instalment of a production and to the rights set out in Clause (T23)1).
  - (b) When material recorded in any one session is used in more than one episode, segment or instalment of a production, the Singer shall be paid an additional sum of 50 per cent of their session fee for each additional episode, segment or instalment of the production of a series in which their performance is incorporated.
  - (c) When material recorded in any one session is used in accordance with the provisions of Clause (T8)5, (T15) or (T16), the Singer will receive an additional sum of 50 per cent of their session fee in consideration of the right to incorporate the material into not more than 13 episodes, segments or instalments of the same production.
  - (d) When material recorded in any one session is used in accordance with the provisions of Clause (T8)5 or (T16) the Producer may acquire the further right to incorporate the said material into further episodes, segments or instalments of the production upon payment to the Singer, in respect of each 13 episodes or less, of an additional sum equal to the amount paid in Clause 3 (c) above.
4. In addition to the UK Primary Television Channel Transmission the Producer must pre-purchase Nominated Additional Uses except for UK Primary Television Channel engagements under Clause (T6) 1 (ii) (except where a co-production pre-sale or co-finance partner is involved in the production and where some element of the non-UK rights has been traded with such partner), productions for schools and adult education, compilation productions and recordings of live theatre performances and where the Artist has been engaged for an ITV Regional production and the production has been shown for the first time in ITV areas totalling no more than 75% of National Television Households.
5. The Singer shall be paid for additional uses in accordance with Appendix TA.
6. The session may be extended by up to 30 minutes upon payment to the Singer of an additional fee of **£25.50** for each 15 minutes or part thereof. This payment shall not count towards the Singer's total earnings on which additional uses shall be calculated. The Producer shall notify the Singer at the end of the session whether it is being extended, failing which notification of any further working shall be deemed to constitute a new session. No more than two "extended sessions" shall be worked in any one day.

7. An interval of at least 15 minutes shall be allowed approximately half-way through the session.
8. The Producer shall be entitled to an average of 20 minutes of recorded material per session, and to an additional one and a half minutes of recorded material during each 15 minutes of any extension of the session. Should this average be exceeded the Singer shall be entitled to further payment of £30.50 for each additional three minutes of recorded material.
9. If the Singer is required to overdub their own performance the Singer's session fee shall be doubled.
10. If the Singer is called before 08.00 hours or detained after midnight the Producer shall pay to the Singer a further payment of £25.50. This payment shall not count towards the Singer's total earnings on which additional uses shall be calculated.
11. If the Singer is called on a Declared Holiday the Singer shall be paid an additional fee equal to the Singer's original session fee, and the fee for an extension shall be increased to £33.50 for each 15 minutes or part thereof. This payment shall not count towards the Singer's total earnings on which additional uses shall be calculated.
12. Singers required to appear in vision shall be engaged under the provisions of the Agreement covering the engagement of Artists. Singers shall be entitled to negotiate an enhancement to the minimum fee when miming and dancing in vision to their own previously recorded performance where additional training and preparation is required
13. For travel the provisions of Clause (T44) shall apply. This payment shall not count towards the Singer's total earnings on which additional uses shall be calculated.
14. Where more than 16 singers are engaged for a session not exceeding three hours, the minimum session fee shall be £135.00.
15. Singers shall be entitled to negotiate an enhancement to the minimum session fee when delivering a solo performance as part of a group.

## APPENDIX TD

### EXCERPTS FROM LIVE PERFORMANCES

1. These arrangements apply chiefly to recordings of parts of rehearsal or performances from productions made by other organisations and no recording can take place in front of a fee paying audience.
2. Recordings shall normally be made at the Artist's place of work. Where this is not technically feasible then a recording or live performance may be specially arranged to take place at a studio or location. In such circumstances the Producer shall provide transport between the Artist's normal place of work and the base of recording and provide reasonable refreshments. The Producer shall provide transport to return the Artist to their normal place of work and ensure that the Artist is returned no later than 30 minutes before the theatre performance is due to begin.
3. The Producer acknowledges that all recordings require the prior consent of the Artists involved and recognises that recordings must be completed within a call time of three hours including travel time, where applicable. The Producer undertakes that the excerpt shall not include the denouement of the play, consist of a complete work or interfere with the theatre presentation of the production.
4. The Producer shall guarantee to each Artist the payments as listed below and the use of the Artist's performance shall be subject to the transmitted time restrictions as listed below:
  - (a) **News Access** (News Bulletins, News Items in News Magazines)

Transmission time up to 2 minutes:	No payment
Transmission time over 2 minutes	Min - £31.50
  - (b) **Magazines, Features, Documentary Programmes**

Transmission time up to 3 minutes	Min - £46.50
Transmission time over 3 minutes up to 5 minutes	Min - £71.50
  - (c) **Listings Programmes**

There may be occasions when a Producer may wish to record opera or ballet for a listing programme in which there are a large number of performers involved. This special provision shall be subject to the Union's consent whereby a lump sum payment may be made to the Artists to permit an extract of the production, up to a maximum of three minutes transmission time, a minimum being £231.50 and it is the Artists decision as to how the payment is allocated.
  - (d) **Excerpts of up to 10 minutes transmission time**

The Artist shall receive not less than £237.50 for up to five hours of rehearsal and/or performance over a period of six hours. For time spent working beyond the five the Artist shall receive £39.00 per 15 minutes or part thereof. Overtime cannot be used to extend the excerpt beyond 10 minutes.

5. Multiples of the above fees may be negotiated as appropriate for a series of recordings made over a period of time to follow the progress of a particular production, company or management.
6. No payment shall be made for normal backstage activity or curtain calls.
7. All the above payments are subject to the Artist's consent and individual consents have to be obtained from contributors to the production e.g. Stage Management, Designers, Choreographers, Producers/Directors.
8. In consideration of the payment made to the Artist the Producer shall be entitled to the rights as detailed in Clause (T23)1 of the Agreement and additional uses can be acquired upon making the appropriate payment(s) as listed in accordance with Appendix TA. All UK Primary Television Channel Network repeats shall be paid at peak time hour rates.

## **APPENDIX TE**

### **ENGAGEMENT OF CHOREOGRAPHERS**

1. This Appendix relates solely to the terms of engagement of Choreographers under this Agreement.
2. The terms of engagement of Choreographers will take into account the provisions of the 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 that a Choreographer is required to perform for recording days then they will be engaged as a performer under the terms of this Agreement for any such recording days.

**APPENDIX TF - REPEAT ESCALATOR**

Programmes first transmitted in	Escalator % for repeats in 2021
2020	100
2019	100
2018	100
2017	100
2016	100
2015	113
2014	115
2013	117
2012	120
2011	123
2010	129
2009	136
2008	139
2007	140
2006	146
2005	152
2004	156
2003	161
2002	165
2001	170
2000	172
1999	177
1998	180
1997	185
1996	191
1995	196
1994	202
1993	208
1992	212
1991	218
1990	227
1989	249
1988	268
1987	286
1986	297
1985	308
1984	325
1983	340
1982	358
1981	377
1980	423
1979	487
1978	571
1977	619
1976	694
1975	798
1974	997
1973	1187
1972	1315
1971	1416
1970	1540
1969	1661
1968	1739

1. For application of the above please refer to Clause (T23) 3.
2. The Artist(s) repeat payment as calculated in accordance with the above shall be subject to a minimum payment of **£117.00** for each peak time repeat transmission. For each repeat in day time off-peak hours the minimum payment shall be **£58.00** and for each night time off-peak hours the minimum payment shall be **£29.50**.
3. Where it can be demonstrated by a Producer that the payments to be made to all parties would negate a repeat taking place agreement may be reached between Equity and the Producer on alternative arrangements to the terms and conditions set out above.
4. The above figures will be revised on 1 January each year and the above Schedule is based on the published RPI figure for December prior to the year of transmission divided by the published RPI figure for December of the year when the production was first transmitted.

## APPENDIX TG

### PAYMENTS THAT ATTRACT ADDITIONAL USE PAYMENTS

This is only a guide and should be read in conjunction with the relevant clause.

#### Clause No      TYPE OF ENGAGEMENT

##### First Call Payments

(T6)1	Negotiated UK Engagement Fee
(T6)2	Production Day Payment
(T7)1	Negotiated Regional Engagement Fee
(T7)2	Production Day Payment
(T7)3	Regional one day supplement payment
(T8)	First Call Payments
(T9)	Multi-Episodic Payments
(T11)	Compilation Productions
(T12)	Recordings of Complete Live Performances
(T16)	Stock Shots
(T17)	Payments made under extension of First Call

##### Second Call Payments

(T18)5	Re-Takes
(T18)6	Pre-Recording Sound/Stills Photographs for inclusion in the Production
(T18)7	Added Scenes to be re-contracted under first call provisions

##### Others

(T20)	Cancelled Working Day
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Appendix TB	Clause 3	Revoicing, Voice-Over & Commentary
Appendix TC	Clause 3	Session Singers
Appendix TD	Clause 4	Payments made for Excerpts from Live Performances
Appendix TI	Clause 3c.	Stunt Performer Daily/Weekly Fee
	Clause 3d.	Stunt Co-Ordinator Daily/Weekly Fee
	Clause 3e.	Stunt Co-Ordinator engaged as a Performer
	Clause 3g.	Re-Takes and Added Scenes
	Clause 5.	Multi-Episodic Payments
	Clause 6.	Compilation Productions

## APPENDIX TH

### PAYMENTS THAT DO NOT ATTRACT ADDITIONAL USE PAYMENTS

Clause No	TYPE OF ENGAGEMENT
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(T14)	Rehearsal Payments
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(T15)	Audience Continuity, Recap Shots & Flashbacks/Flashforwards
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#### Second Call

(T18)3	Photographic & Sound Tests, Make-Up Tests, costume and wig fittings publicity stills, story and other conferences and such like matters.
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(T18)4	Post Synchronisation payment
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(T19)2	Additional payment for working on a Declared Holiday
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(T20)	Additional days of attendance due to days lost due to bad weather
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(T21)4	Overtime payment for hours worked in excess of eight
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(T21)6	Overtime payment for working beyond 22.00 hours
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(T21)7	Overtime payment following dawn calls
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(T21)8	Night payments
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(T21)9	All payments made under this clause
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(T21)10	Infringed eleven hour break payment
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(T21)11	Travel to and from non resident location up to two hours in a day and travel on a non-working day
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(T22)	Overtime Payments
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(T24)	Extracts payments
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(T26)	Pensions
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#### Appendix TB & TC

Overtime and Travel Payments

#### Appendix TI

Clause 3 b.	Adjustment Fees
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- Clause 4**
- a.** Additional 50% for working on 7th Consecutive Day or on a Declared Holiday
  - b.** Additional Night Work Payment
  - c.** Meal Breaks
  - e.** Costume/Wig Fitting & Make-Up Tests
  - f.** Recce Days
  - g.** Travel Payments
  - h.** Overtime Payments

## APPENDIX TI

### STUNT PERFORMERS/STUNT CO-ORDINATORS IN TELEVISION PRODUCTION

#### 1. PREAMBLE

a. Except as varied herein and stated below, all the provisions of the PACT/Equity Television Production Agreement (other than Clause (T43) Insurance) shall apply to the engagement of Stunt Performers/Co-Ordinators.

- i) Any reference to Artist(s) will be deemed to apply to Stunt Performers/Co-Ordinators.
- ii) Any reference to engagement fees and production day payments will be deemed to apply to daily fees and weekly fees.

b. **The following provisions of the PACT/Equity Television Production Agreement shall not apply to Stunt Performers/Co-Ordinators:**

- Clause (T6) - UK Television Engagement Fee & Production Day Payments
- Clause (T7) - ITV Regional Engagement Fees
- Clause (T8) - First Call Methods of Engagement -*Stunt Performers*
- 1,2,3 4 & 5 - */Co-ordinators are always engaged on a first call basis*
- Clause (T9) - Multi-Episodic Payments (see Clause 5 below)
- Clause (T11) - Compilation Productions (see Clause 6 below)
- Clause (T12) - Recording of Complete Live Performances
- Clause (T14) - Rehearsal Periods
- Clause (T17) - Extension of First Call provisions
- Clause (T18) - Second Call (See Clause 3g. below)
- Clause (T19) - Declared Holidays (See Clause 4a. below)
- Clause (T22) - Overtime Payments (See Clause 4h. below)

#### 2. APPLICATION OF THE AGREEMENT

A stunt shall be defined as a special performance requiring the use of skill and involving physical risk to the 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 under the disputes procedure outlined in Clause (T32).

#### 3. ENGAGEMENTS

A UK Television Engagement shall be either:

- i) a transmission by a UK Primary Television Channel Broadcaster i.e. ITV1, BBC1, BBC2, Channel 4/S4C and Five which can be transmitted simultaneously or non-simultaneously on one channel, or
- ii) Nine transmission periods (“TXPs”) on the UK Secondary Television Channels of the above during a 5 year period that shall commence on the date of the first UK transmission/exploitation. One TXP is a seven consecutive day period in which up to four transmissions of a production can be made. In the case of other UK Secondary

Television Channels the terms of their negotiated transmission numbers agreed with the union shall apply.

A Producer must notify a Stunt Performer/Co-Ordinator in writing which of (i) or (ii) above applies to their engagement in the Stunt Performer/Co-Ordinator's Form of Engagement.

a. **Form of Engagement**

The Producer shall not enter into or authorise any form of engagement with a Stunt Performer/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 a third party. The Producer undertakes that when it appoints a Stunt Co-Ordinator the Form of Engagement shall contain the following Special Stipulation:-

"The Stunt Co-Ordinator undertakes that no financial advantage will occur from the selection or engagement of Stunt Performers or advising thereon other than the agreed fee as a Stunt Co-Ordinator."

The Form of Engagement shall specify the daily or weekly fee(s) as the case may be, and where applicable the adjustment fee or fees.

b. **Adjustment Fees**

An Adjustment fee is not an automatic payment and when considered appropriate shall be an individually negotiated payment recognising the nature of the stunt(s) to be performed and the degree of hazard involved. This payment should take account of the number of times a stunt is to be performed and different types of stunts to be undertaken during the engagement. An Adjustment fee(s) shall not be consolidated into the daily fee(s) or weekly fee(s) for further payments which are payable under the terms of this Agreement or count towards the aggregate earnings on which additional use fees are calculated.

c. **Stunt Performer - Daily/Weekly Fee**

The Stunt Performer shall be paid a daily fee of not less than **£464.00** and/or a weekly fee of not less than **£1,855.50** for each day and/or week for which they are engaged plus stunt insurance payments, see clause 9.b. of this Appendix. The daily/weekly fee that is negotiable acquires non-theatric rights throughout the world, the UK Primary Television Channel or UK Secondary Television Channel Transmission (see 3 above) and Rest of World all media rights, excluding all USA & additional UK uses, world theatric, DTO, DTR and world video rights. For all additional uses of the Stunt Performer's performance see Appendix TA except that the payment of 35% for Rest of the World shall not apply.

d. **Stunt Co-Ordinator - Daily/Weekly Fee**

The Stunt Co-Ordinator shall be paid a daily fee of not less than **£616.00** and/or a weekly fee of not less than **£2,465.50** for each day and/or week for which they are engaged plus stunt insurance payments, see clause 9.b. of this Appendix. The daily/weekly fee that is negotiable acquires non-theatric rights throughout the world, the UK Primary Television Channel or UK Secondary Television Channel Transmission (see 3 above) and Rest of World all media rights, excluding all USA & additional UK uses, world theatric, DTO/EST, DTR and world video rights. For all additional uses of the Stunt Co-Ordinators contribution see Appendix TA except that the payment of 35% for the Rest of the World shall not apply.

e. **Stunt Co-Ordinator engaged as a Performer**

A Stunt Co-Ordinator shall not work as a performer on the same day except where a specific Co-Ordinator with specialist skills or knowledge is engaged due to the specialised nature of the stunt that only he/she would be qualified to co-ordinate and perform. In such circumstances the Producer shall notify the Co-Ordinator prior to the engagement as to the nature of the stunt and the Co-Ordinator shall have the opportunity to negotiate an appropriate fee to take account of the nature and performance of the stunt. Discussion must also take place as to whether there should be a requirement to have a suitably qualified person "behind camera", such a decision shall be based on health & safety obligations placed on the Producer and the requirements as detailed in the risk assessment. The individual engaged "behind camera" may or may not be another Stunt Co-Ordinator during any action sequences involving the specialist Co-Ordinator.

f. **Weekly Engagements**

Where an engagement is on a weekly basis the engagement shall be deemed to be for any five days over a seven consecutive day period. The Stunt Performer/Co-Ordinator's daily fee shall be one quarter of their weekly fee.

g. **Calls made outside the contracted period**

Subject to the Stunt Performer/Co-Ordinator's availability the Stunt Performer/Co-Ordinator shall attend at the request of the Producer for:

i) Re-takes whereby the engagement shall be treated as an extension to the existing Stunt Performer/Co-Ordinator's Form of Engagement and the fee(s) payable shall not be subject to re-negotiation and payments made shall be included in the aggregate earnings on which additional use payments shall be calculated.

ii) Added scenes shall be treated as a new engagement which may involve re-negotiation of the Stunt Performer/Co-Ordinator's fee and payments made shall be included in the aggregate earnings on which additional use payments are calculated.

**4. VARIATIONS TO THE MAIN AGREEMENT IN WORKING CONDITIONS AND METHODS OF PAYMENT**

Clause (T21) of the Television Production Agreement shall apply except as varied below.

a. **6th & 7th Day Working on Weekly contracts & Working on a Declared Holiday.**

For work undertaken on the sixth day the Stunt Performer/Co-Ordinator shall receive their daily fee, which shall be a quarter of their weekly fee, and for work on the seventh day or a Declared Public Holiday, the Stunt Performer/Co-Ordinator shall receive their daily fee plus 50% of their daily fee. The additional 50% shall not count towards the aggregate earnings on which additional use payments are calculated.

Declared Holidays are days declared as Public Holidays by the United Kingdom government in the part of the United Kingdom in which the production is based.

**The payments specified below shall not be included in the aggregate of earnings on which additional use payments are calculated.**

b. **Night Calls**

Night work is specially called as such and scheduled to extend beyond midnight or to commence before 04.00 hours. Payment for Night Work shall attract an additional 50% of the Stunt Performer/Co-Ordinator's daily fee for each night worked.

c. **Meal Breaks**

i) The Stunt Performer/Co-Ordinator shall be given an unpaid meal break of one hour, to be taken at a time to be agreed, but in any event not later than five hours from the unit call, or completion of the last meal break, excluding make-up time, whichever is the later.

ii) **Deferment of Meal Breaks**

When the Stunt Performer/Co-Ordinator's meal break is deferred, though not cancelled or curtailed, and as a consequence does not take place within five hours from the time of unit call, the Stunt Performer/Co-Ordinator shall be paid at their single time rate for the period of deferment, subject to a minimum payment for 15 minutes and a maximum payment of one hour.

iii) **Curtailed or Cancellation of Meal Breaks**

Although it is recommended that the Stunt Performer/Co-Ordinator should get their appropriate meal breaks, it is sometimes essential that meal breaks have to be curtailed or cancelled to meet operational requirements. For such meal break curtailment or cancellation the Stunt Performer/Co-Ordinator shall be paid one hour at their appropriate overtime rate.

d. **Break Between Calls**

i) The period of rest between periods of work on the same engagement shall normally be not less than twelve hours, and whenever possible, such a period must be given. In special circumstances, however, this period may be reduced to eleven hours. Any reduction below eleven hours may only be made in the case of an emergency that would prevent the job being completed. Any reduction below twelve hours shall be subject to the consent of the Stunt Performer/Co-Ordinator which shall not be unreasonably withheld and the Producer shall inform the Union of the occurrence as soon as possible.

ii) In the event that the eleven hour break between calls is infringed then the Stunt Performer/Co-Ordinator shall receive their appropriate overtime rate for each hour or part thereof that the eleven hour break is curtailed.

e. **Costume/Wig Fitting & Make-Up Tests**

Where a Stunt Performer is required to attend on a day when no work is required for the purposes of Costume/Wig Fitting the Stunt Performer shall receive 30% of their daily fee. This call may be cancelled without payment up to 48 hours before the date upon which the Stunt Performer is required to attend. If the call is subsequently cancelled within 48 hours then payment becomes due to the Stunt Performer.

f. **Recce Days**

This fee shall be negotiable but shall not be less than £464.00 per day. This fee shall not attract additional use payments.

g. **Travel Payments**

i) **On a non-working day**

If the Stunt Performer/Co-Ordinator is required to travel on a day when no work is required, the Stunt Performer/Co-Ordinator shall receive 50% of their daily fee for each travel day.

ii) **Resident and Non-Resident Location**

If the Stunt Performer/Co-Ordinator is required to travel on a day of work to a resident or non-resident location the Stunt Performer/Co-Ordinator shall receive a payment 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 or night.

iii) **Travel at Resident Location**

See Common Procedures & Conditions Clause (T44).

h. **Overtime Payments**

Overtime payments shall not count towards the Stunt Performer/Co-Ordinator's aggregate earnings on which additional use payments are calculated and shall apply to all hours worked in excess of nine over ten hours.

Overtime when worked shall be paid at one sixth of the Stunt Performer/Co-Ordinator's daily fee for each hour or part thereof.

5. **MULTI-EPISODIC PAYMENTS**

Where a Stunt Performer/Co-Ordinator's performance/contribution is incorporated into more than one episode, segment or instalment of a production the engagement shall be subject to the following minimum guaranteed payments:

a. **Engagement by the Day**

The Stunt Performer/Co-Ordinator shall receive not less than their daily fee per episode, segment or instalment of the production into which their performance/contribution is incorporated.

b. **Engagement by the Week**

The Stunt Performer/Co-Ordinator shall be guaranteed not less than 50 per cent of their weekly fee for each episode, segment or instalment of a serial or long production into which their performance/contribution is incorporated.

Where the Stunt Performer/Co-Ordinator is contracted for a series the Performer/Co-Ordinator shall be guaranteed not less than their weekly fee per episode into which their performance/contribution is incorporated.

The Stunt Performer/Co-Ordinator's Form of Engagement shall in every case state whether or not the Producer has the right to incorporate the Stunt Performer/Co-Ordinator's performance/contribution into more than one separately transmitted episode, segment or instalment of the production.

## 6. COMPILATION PRODUCTIONS

These are productions consisting predominantly of extracts from previously transmitted productions made under the terms of this Agreement and celebrating the work of one Artist or an established group of Artists or a known production series. The prior consent of each Stunt Performer shall be obtained and a negotiable payment made which shall not be less than their daily fee per compilation programme and Stunt Co-Ordinator(s) receiving their daily fee. This payment shall grant to the Producer Non Theatric rights throughout the world, the first UK Network Transmission and Rest of World all media rights, excluding all USA and additional UK uses, world theatric, DTO/DTR and world video rights. Any additional uses shall be acquired in accordance with Appendix TA as appropriate.

## 7. RIGHTS & ADDITIONAL USE PAYMENTS

### a. **First UK Primary/Secondary Television Channel Transmission, Non-Theatric Rights, DTO, DTR and Rest of the World Rights**

In consideration of the payment of the Stunt Performer/Co-Ordinator's aggregate earnings, the Producer shall be entitled to world-wide non-theatric rights, the UK Primary Television Channel or UK Secondary Television Channel Transmission (see 3 above) and Rest of the World all media rights, excluding all USA and additional UK uses, world theatric, DTO, DTR and world video rights, for seven years from the date of the first UK Primary Television Channel transmission or six months after the last day of filming/recording of the production whichever is the earlier. In the event that the first UK Primary Television Channel transmission does not take place within six months after the last day of filming/recording of the production, the Producer shall inform the Stunt Performer/Co-Ordinator or the Union accordingly.

The simultaneous transmission of a programme in both analogue and digital format will be regarded as a single transmission for the purposes of this agreement.

Productions made for Schools and Adult Educational Broadcasting have special provisions (see Clause (T10) in the Agreement) but will be subject to the appropriate minimum repeat fee payments. The Rest of the World rights referred to in Clause (T10)6 have already been acquired in the Stunt Performer/Co-Ordinators daily/weekly fee.

### b. **UK Primary Television Channel Repeats - Peak Time Hours**

For each use on ITV1, BBC1, BBC2, Channel 4/S4C or Five purchased within three years from either the first UK Network transmission or six months after the last day of filming/recording of the production whichever is the earlier, the Stunt Performer/Co-Ordinator shall receive 55% of their aggregate earnings for each transmission in peak time hours which shall be subject to a minimum payment of **£370.00** per transmission for a Stunt Performer and **£494.00** per transmission for a Stunt Co-Ordinator. Where the repeat is for an ITV regional transmission area the guaranteed minimum payment shall be one quarter of this specified sum for each area.

For each further use on ITV1, BBC1, BBC2, Channel 4/S4C or Five purchased between three to five years in the time specified above the Stunt Performer/Co-Ordinator shall receive 60% of their aggregate earnings for each transmission in peak time hours which shall be subject to a minimum payment of **£370.00** per transmission for a Stunt Performer and **£494.00** per transmission for a Stunt Co-Ordinator. Where the repeat is for an ITV regional transmission

area the guaranteed minimum payment shall be one quarter of this specified sum for each area.

The minimum payment specified above shall not apply where a Stunt Performer/Co-Ordinator is unable to render services for the number of days required or engaged and another Stunt Performer/Co-Ordinator is required to deputise. In such instances the two engagements shall be treated as one engagement for the purpose of applying the minimum guarantee.

Only the rates for peak time transmissions may be pre-purchased and any such sums paid to the Stunt Performer/Co-Ordinator shall not be offset against subsequent off-peak uses though nothing shall prevent the production subsequently being shown in off peak time hours.

For each use on ITV1, BBC1, BBC2, Channel 4/S4C or Five purchased more than five years after the time specified above, the Producer shall be entitled to transmit, or agree to the transmission of any production made under the terms of this Agreement or any precursor Agreement between PACT, BFTPA or IPPA and Equity provided that:

- a) the Stunt Performer/Co-Ordinator's appropriate consent has not been withheld in the Form of Engagement and
- b) that payment for the repeat transmission shall be calculated by increasing the payments due under the terms of the original contract by the appropriate percentage shown in the table in Appendix TF which shall be subject to the minimum payments as specified. Only the rates for peak time transmissions may be pre-purchased and any such sums paid to the Stunt Performer/Co-Ordinator shall not be offset against subsequent off-peak uses though nothing shall prevent the production subsequently being shown in off peak time hours.

c. **Day-Time and Night Time Off-Peak Hours**

In cases where a repeat transmission is scheduled to commence in accordance with the off-peak hours as specified in the Agreement (see Clause (T23)12) the repeat payments due to the Stunt Performer/Co-Ordinator shall be subject to the appropriate percentage payments and to the following minimum guarantees. Where the repeat is for an ITV regional transmission area the guaranteed minimum payment for each area shall be one quarter of the specified sums below:

**Day Time Off Peak**

Stunt Performers	Minimum of £184.50 per transmission.
Stunt Co-Ordinators	Minimum of £247.00 per transmission.

**Night Time Off Peak Hours**

Stunt Performers	Minimum of £93.00 per transmission.
Stunt Co-Ordinators	Minimum of £123.50 per transmission.

- d. In respect of programmes that are repeated within a week of first transmission, the repeat payments shall be 75% of the rates set out above.

e. **Rights and Additional Use Payments**

Additional UK transmissions: UK Secondary Market: limited UK/USA Theatric Rights: Rest of World Full Theatric Rights (excluding UK & USA): USA Rights: World Videogram, DTO/EST, DTR

and any other Additional rights of Use shall be as detailed in Clause (T23) in the Agreement with the exception of the payment for Rest of World rights as specified under Clause (T23)2.

## 8. INSURANCE

The engagement for the act or work to be performed will be on the basis of a contract between the Producer and the Stunt Performer/Co-Ordinator. The said contract shall contain provision that the Stunt Performer/Co-Ordinator is professionally qualified to undertake the act or work contracted. In addition it is recommended that the Stunt Performer/Co-Ordinator is currently insured for Personal Stunt Accident Insurance 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 Stunt Performer/Co-Ordinator acknowledges that the engagement is to render services of a hazardous nature and warrants that he/she is professionally qualified to undertake the act or work contracted.

The Stunt Performer/Co-Ordinator 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 week of engagement **£30.50** per week

For each day of engagement  
to a maximum of two in any one  
calendar week **£15.50** per day

## MINIMUM RATES

The daily/weekly fee(s) include UK Primary or Secondary Television Channel transmission (see Clause (T6) 1), except as varied under the Educational provisions, plus Rest of the World Rights and non-theatric rights. Payments for further UK Network transmissions are as listed in the table below and all additional uses are as provided in Appendix TA of the Agreement:

<b>STUNT CO-ORDINATORS:</b>	<b>MINIMUM DAILY FEE</b>	<b>£616.00</b>
	<b>WEEKLY FEE</b>	<b>£2,465.50</b>
<b>STUNT PERFORMERS</b>	<b>DAILY FEE</b>	<b>£464.00</b>
	<b>WEEKLY FEE</b>	<b>£1,855.50</b>

Plus Stunt Insurance Payments, see clause 8 of this Appendix.

Where a Stunt Co-Ordinator is engaged as a Stunt Performer on the same day see 4e. of this Appendix.

## ADDITIONAL USE PAYMENTS

Percentage of Stunt Performer's/Co-Ordinator's Aggregate Earnings on which additional use fees are calculated

### UK Primary Television Channel PEAK TIME REPEATS

Each further UK TX purchased within three years	55%	(Subject to the minimum payment as listed below)
Each further UK TX purchased within three to five years	60%	(Subject to the minimum payment as listed below)

### MINIMUM REPEAT PAYMENTS FOR PEAK TIME UK NETWORK TRANSMISSIONS

<b>STUNT CO-ORDINATORS</b>	<b>£494.00</b>
<b>STUNT PERFORMERS</b>	<b>£370.00</b>

For day time off-peak, night time, and regional repeats, see clause 7c above.

In respect of programmes that are repeated within a week of first transmission, the repeat payments shall be 75% of the rates set out above.

For other additional uses the Producer may apply either the Royalty Provisions or Additional Use Payments as provided in Appendix TA of the Agreement except that the Rest of the World at 35% shall not apply as these rights have been pre-purchased in the Stunt Performer/Co-Ordinators daily/weekly fee.

## APPENDIX TJ

### ADDITIONAL DIALOGUE REPLACEMENT (A.D.R.)

1. There is a category of post-production sound work commonly called A.D.R. [Additional Dialogue Replacement or Automatic Dialogue Replacement] that is not predominantly concerned with performance in character but is to do with the creation of atmosphere and general characteristic sounds and dialogue to fit with action, often over crowd scenes. Special terms apply to A.D.R. sessions.
2. The minimum fee for a four hour session is £200.00. In return for this payment the Producer acquires the rights set out in Clause (T23) 1).
3. For a further payment of 20% of the session fee (£40.00) the Producer acquires the right to two more UK Primary Television Channel transmissions plus all other UK rights, including but not limited to, theatric rights, video rights, UK secondary TV rights.
4. For a further payment of 10% of the session fee (£19.50) the Producer acquires all rights of exploitation outside the UK including, but not limited to, theatric rights, video rights, secondary television rights.
5. Multi-episodic payment apply as follows:
  - a. When material for more than one episode is recorded during a session an additional fee equal to 33.33% of the basic session fee (£67.00) shall be paid for use of the material in a second episode.
  - b. When material for more than two episodes is recorded during a session further additional fees equal to 20% of the basic recording fee (£40.00) shall be paid for each additional episode after the second.
6. In an ADR session an 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. To perform 'provided script material' for specific 'on screen' figures.
  - d. To 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. To provide additional non-specific 'wild-tracks' for the production.
  - f. To post-sync an individual line of dialogue provided it is not that of a featured artist, in which case the terms of Appendix TB should be applied.

NOTE: If 'non-specific' work only is required in a session and no more than ten words are spoken relating specifically to 'on screen' scenes then the Artist may be booked under the terms of the PACT/FAA Employment of Crowd Artistes, Stand-Ins and Doubles Agreement, if applicable. If more than ten words are spoken, individually or together, then the ADR rate for this work should be applied.

## APPENDIX TK

### MINORS

1. This Appendix TK 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) in this Agreement will be deemed to apply to Minors, unless otherwise stated in this Appendix TK.
3. The following provisions of the Pact Equity TV Agreement shall not apply to Minors:
  - (T21) Working Time: this shall be varied to comply with the statutory requirements for Minors.
  - (T22) Overtime Payments.
  - (T40) Dangerous Work.
  - (T41) Nudity and Simulated Sex Acts.
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 requirements and/or LEA requirements shall always prevail.
5. Where it is specified in this 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 Parent or notify the Agent on behalf of the Artist and Parent.
6. **Fees**
  - a) The minimum and fixed fees for a Minor shall be **50%** of the stipulated minimum fees for adult Artists set out in this Agreement. This applies absolutely to all fees, payments and deemed minimums.
  - b) As stipulated under Clause (T6), the engagement fee is negotiable and should reflect the artist's status, role and length of engagement in the production.
  - c) Where the agreed engagement fee for a Minor is greater than the minimum fee, all fees and payments due to that Artist shall be proportionally increased above the minimum for a Minor in respect of that engagement. For the avoidance of doubt, fixed fees shall not increase above those set out in this Agreement as they apply to an adult Artist.
7. **Statutory requirements/LEA:** whilst working with and filming minors, the Producer shall adhere to all applicable statutory requirements, including but not limited to, LEA licences, working time regulations, and the provision of chaperones and tutors.
8. **Rights and additional use payments**

The rights and additional use payments are to be purchased as per the tables and provisions in Appendix TA and shall be calculated on the Minor Artist’s Aggregate Earnings.

## APPENDIX TL

### SVOD COMMISSIONED PRODUCTIONS

These clearances are only relevant where no UK linear broadcaster is involved, rendering Clause (T6)1 redundant.

The Local Platform percentages relate to the commissioning platform's local territory only. All other pre-purchases, including additional SVOD territories, are to be cleared in accordance with the SVOD Primary Window percentages set out under Appendix TA.

If the landscape of the local SVOD market has substantially changed on 1st January 2023, the Union and the Association shall discuss the continuing suitability of these Appendix TL terms.

#### 1. SVOD ENGAGEMENT FEE

The Artist shall be paid an engagement fee of not less than **£743.50** for the first day worked in each and every consecutive seven-day period whilst on first call to the Producer. The engagement fee is negotiable and should reflect the Artist's status, role and length of engagement in the production. Where the Artist's performance is incorporated into a number of episodes, segments or instalments of a production, the Artist must be guaranteed their engagement fee for each episode, segment or instalment into which their performance is incorporated (See Clause (T9)). The minimum engagement fee for an Artist engaged for one day only shall be **£416**.

##### **Global Platform (e.g., Netflix or Disney+):**

The engagement fee acquires worldwide SVOD exploitation for 3 months and worldwide Non-Theatric rights.

##### **Local Platform (e.g., Britbox):**

The engagement fee acquires either UK, US or ROW SVOD exploitation for 12 months and worldwide Non-Theatric rights. This option is not available to global platform commissions.

#### 2. SVOD DEEMED ARTISTS AGGREGATE EARNINGS (DAAE)

For the purpose of calculating the SVOD additional use payments set out in clause 3 below only, the Artist's aggregate earnings will be deemed to be no less than £1,000 for those Artists contracted weekly and £750 for those Artists contracted daily.

#### 3. SVOD ADDITIONAL USE PAYMENTS (ARTISTS)

The following percentages of the DAAE can subsequently be applied to clear for further periods of SVOD use by the commissioning platform:

##### **Global Platform (e.g., Netflix or Disney+):**

<b>Artists:</b>	Month 4 to year 5	Month 4 to year 7	Month 4 to year 10	Month 4 to year 15	Each additional year
UK, US & ROW	40%	45%	52.5%	65%	<b>2.5%</b>

**Local Platform (e.g., Britbox UK) – local territory clearance only:**

<b>Artists:</b>	Year 2 to 5	Year 2 to 7	Year 2 to 10	Year 2 to 15	Additional 5-year packages*
UK	8%	10%	12%	14%	1.5%
US	16%	18%	21%	24%	2%
US & Canada	17%	19%	22%	25%	2%
ROW	5%	8%	10%	13%	1%

\*applicable for year 16 onwards

The Producer can at the point of contracting or within 12 months from the first use on an SVOD platform, elect to pre-purchase additional and subsequent uses in accordance with Appendix TA.

**4. STUNT PERFORMERS AND CO-ORDINATORS**

The minimum daily and weekly fees set out under Appendix TI.

**Global Platform (IE, Netflix or Disney+):**

The daily and/or weekly fee acquires worldwide SVOD exploitation for 3 months, worldwide Non-Theatric rights and Rest of World all media rights for 7 years.

**Local Platform (IE, Britbox):**

The daily and/or weekly fee acquires either UK or US SVOD exploitation for 12 months, worldwide Non-Theatric rights and Rest of World all media rights for 7 years.

(Rest of World all media rights exclude US & UK uses, world theatric, DTO/EST, DTR and world video rights).

**5. SVOD ADDITIONAL USE PAYMENTS (STUNT PERFORMERS AND CO-ORDINATORS)**

The following percentages of the Stunt Performers’ or Stunt Co-ordinators’ daily or weekly fee can subsequently be applied to clear for further SVOD use:

**Global Platform (IE, Netflix or Disney+):**

<b>Artists:</b>	Month 4 to year 5	Month 4 to year 7	Month 4 to year 10	Month 4 to year 15	Each additional year
UK, US & ROW	34.5%	40%	48%	61.5%	2.5%

**Local Platform (IE, Britbox):**

<b>Artists:</b>	Year 2 to 5	Year 2 to 7	Year 2 to 10	Year 2 to 15	Additional 5 year packages*
UK	8%	10%	12%	14%	1.5%
US	16%	18%	21%	24%	2%
ROW			2%	5%	1%

\*applicable for year 16 onwards

The Producer can at any point of contracting or within 12 months from the first use on an SVOD platform, elect to pre-purchase additional and subsequent uses in accordance with Appendix TA.

6. **COMPULSORY NOMINATED ADDITIONAL USES**

The compulsory nominated additional uses pre-purchase as set out under Clause (T6)3. shall not apply.

7. **SVOD THEATRICAL WINDOW**

Productions produced pursuant to this Appendix TL may be exhibited theatrically worldwide on up to one hundred (100) screens over three (3) non-consecutive months within the first twelve (12) months of first release upon payment of 45% of the Artist's aggregate earnings (15% for each of UK, US, and ROW markets).

8. **PRODUCTIONS UNDER 20 MINUTES**

Clearances for productions with one episode or several episodes below 20 minutes, shall be decided in good faith negotiations between either the Union and the Association or the Union and the Producer or their representatives.


9. **CHILDREN'S PRODUCTIONS**

For Children's productions commissioned by a **Global Platform**, in relation to the first series only, the UK Television Engagement Fee as set out in Clause (T6) shall apply and the DAAE as set out in clause 3 of this Appendix TL shall not apply.

For Children's productions commissioned by a **Local Platform**, in relation to all series, the UK Television Engagement Fee as set out in Clause (T6) shall apply and the DAAE as set out in clause 3 of this Appendix TL shall not apply.


SIGNATORIES TO THE AGREEMENT

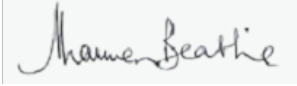
For the Association:

Signed by: .....  .....  
Max Rumney  
Deputy CEO - Pact

Signed by: ..... *Hakan Kousetta* .....  
Hakan Kousetta  
Chair - Pact

For the Union:

Signed by: .....  .....  
Paul Fleming  
General Secretary - Equity

Signed by: .....  .....  
Maureen Beattie  
President - Equity