

AGREEMENT

between

ITV

and

Equity



Agreement of 1 April 2007

TABLE OF CONTENTS

	Page No.
DATE AND SCOPE OF THE MAIN AGREEMENT	
Clause 1	Date of Commencement and Scope of the Agreement 4
Clause 2	Duration of the Agreement 4
Clause 3	Recognition 5
Clause 4	Sub-Contracting 5
EXPERIENCED PROFESSIONAL PERFORMERS AND AMATEURS	
Clause 5	Experiences Professional Performers 5
Clause 6	Amateurs 5
CLAUSES RELATING TO THE CONTRACTING OF ARTISTS AND THE RIGHTS AND OBLIGATIONS OF COMPANIES AND ARTISTS	
Clause 7	Equal Opportunities 5
Clause 8	Individual Engagements 5
Clause 9	Conditions of Engagement 6
Clause 10	Nudity and Simulated Sex Acts 7
Clause 11	Broadcasts of Theatrical Productions and Short Recordings in Theatres 8
Clause 12	Force Majeure 9
Clause 13	Curtailment and Cancellation of Engagement 10
Clause 14	Billing and Credits 10
Clause 15	Presentation Promotion Publicity and Dubbing 10
CLAUSES RELATING TO THE CONTRACTING OF ARTISTS AND THE RIGHTS AND OBLIGATIONS OF COMPANIES AND ARTISTS	
Clause 16	Dangerous Work 11
Clause 17	Flying or Being Lifted on Hoists 11
Clause 18	Penalties for Breach of Contract 12
Clause 19	Notices 12
GENERAL CLAUSES RELATING TO TERMS AND CONDITIONS IN RESPECT OF MAKING PROGRAMMES	
Clause 20	Attendance Days 12
Clause 21	Standby Days 14
Clause 22	Programme Fee 14
Clause 23	Minimum Payments 15
Clause 24	Minimum Guaranteed Rate 15
Clause 25	Post-Synchronisation 16
Clause 26	Trailers 16
Clause 27	Transport and Subsistence 16
Clause 28	Series Opening and Closing Sequences 18
Clause 29	Clothing and Body Make-up 18
Clause 30	Stills Photograph Calls 18
Clause 31	Sickness 19
Clause 32	Holidays 19
PROVISIONS RELATING TO PARTICULAR CATEGORIES OF ARTISTS	
Clause 33	Singers Performing only out of Vision 19
Clause 34	Speciality Acts 20

ALTERNATIVE PROVISIONS FOR ENGAGING ARTISTS		
Clause 35	Recordings in Sound Only	20
Clause 36	One Day Engagements	21
Clause 37	Weekly Rate	22
PROVISIONS RELATING TO PARTICULAR KINDS OF PROGRAMMES		
Clause 38	Dummy Runs/Pilot Programmes/Training Programmes	22
Clause 39	Video Taping of Artists at Auditions or Recalls	22
Clause 40	Special Provisions Relating to Educational Programmes	23
USE OF PROGRAMMES		
Clause 41	Transmission Areas	23
Clause 42	Use of Extracts from Recordings	24
Clause 43	Flashbacks/Flashforwards	25
Clause 44	Repeats	25
Clause 45	Additional Uses	27
Clause 46	Co-Productions, Pre-Purchase of Uses	30
Clause 47	Use of Performances	31
Clause 48	Assignment	32
RELATIONS BETWEEN THE COMPANIES AND EQUITY		
Clause 49	Meeting Facilities	32
Clause 50	Procedure for the Settlement of Disputes	32
Clause 51	Disputes Abroad	33
Clause 52	Pensions	33
Clause 53	UK New Broadcaster Production	33
Clause 54	Forum	34
Clause 55	Claims From Foreign Collecting Societies – Quit Clause	34
Schedule A	Form of Engagement	35
Schedule B	Standard Centres and Radii for the purpose of applying Clause 27 (Transport)	38
Schedule C	Rates of Payment	39
Schedule D	Repeat Fee Escalator	43
Schedule E	List of the Companies	44
Appendix A	Stunt Performers and Stunt Coordinators	45
Appendix B	Definitions of Non-Theatric and Closed Circuit Television	49
WALK-ONS AGREEMENT		50

PREAMBLE

The Companies (as set out in Schedule E) and Equity agree that the spirit and intention of this Agreement is to create, maintain and further good relations between the Companies and Equity.

1. DATE OF COMMENCEMENT AND SCOPE OF THE AGREEMENT

(a) This Agreement shall operate from 1 April 2007 and sets forth the minimum terms and conditions of employment of artists offered engagements (other than as members of the Companies' staff in non-performing capacities) for television broadcast programmes (excluding television commercials) as:

- (i) Performers exercising dramatic skill in plays, features, documentaries, light entertainment, readings and other types of programmes.
- (ii) Ice skaters.
- (iii) Dancers.
- (iv) Singers.
- (v) Speciality acts.
- (vi) Choreographers and Assistant Choreographers.
- (vii) Stunt Coordinators and Stunt Performers - see Appendix A.
- (viii) Puppeteers.

A puppeteer is a performer who exercises artistic skill in the manipulation of three dimensional figures in order to simulate living movement. This definition shall not apply to movements solely achieved by electronic remote control or stop frame animation.

(ix) Broadcasters in entertainment programmes in the following categories:

- (a) Disc jockeys.
- (b) Quiz masters.
- (c) Hosts/hostesses.
- (d) Comperes/masters of ceremonies.
- (e) Regular chairpersons and regular members of panel games.
- (f) Regular presenters of children's programmes.

(x) Individuals engaged as 'doubles' for artists in any of the above categories, and who are required to undertake a performance beyond the scope of the definitions set out in Clauses 3 and 4 of the Walk-ons Agreement.

(b) This Agreement shall not apply to instrumental musicians or persons engaged to appear as themselves rather than as performers.

(c) No person shall be engaged in any of the categories listed under (a) above save under the provisions of this Agreement.

2. DURATION OF THE AGREEMENT

This Agreement shall continue in full force and effect until terminated by either party or amended by mutual consent. The Agreement may be terminated by either party giving six months written notice of termination.

3. RECOGNITION

The Companies recognise Equity for the purposes of collective bargaining as the sole representative organisation of artists.

4. SUB-CONTRACTING

The Company shall require the observance of this Agreement by any sub-contractors with whom it may be in contractual relationship to provide artists for programmes produced by or on behalf of the Company (excluding television commercials).

5. EXPERIENCED PROFESSIONAL PERFORMERS

It shall be the policy of the Companies, in so far as it is reasonable and practicable, to offer engagements subject to this agreement to experienced professional performers.

In the event that performers with no previous professional experience are engaged the Company shall inform Equity of the engagement as soon as practicable.

6. AMATEURS

The Companies declare that it is not their intention to broadcast performances by amateur artists to supplant the use of professional performers. Equity declares that it is not its intention unreasonably to oppose the broadcasting of amateur performances of special significance. A Company shall have the right to broadcast performances by bona-fide amateur artists from time to time.

7. EQUAL OPPORTUNITIES

- (a) The parties to this agreement affirm their commitment to a policy of equal opportunity, fair treatment and fair employment of artists regardless of age, colour, creed, disability, ethnic origin, marital or parental status, gender or sexual orientation.
- (b) The parties are committed to casting policies that are based on ability and the requirements of each particular role rather than on stereotypical views of suitability and to this end support non-traditional and integrated casting strategies.
- (c) The parties agree that they will annually review the operation of this equal opportunities clause.
- (d) In order to enable the casting of performers with disabilities, whether or not the part specifically calls for a performer with a disability, the company will make every practical effort to ensure that:

Access to any area of audition, rehearsal or performance is available to an artist with a disability.

Where disabled access is outside the company's control and is inadequate the company shall use every effort practical to effect improvements.

- (e) Equity has produced a register of performers with disabilities and a register of African, Caribbean, Oriental and Asian artists which Companies may wish to use as valuable tools for non-traditional and integrated casting.

8. INDIVIDUAL ENGAGEMENTS

After the terms of any individual engagement have been agreed between the parties the Company shall, within four days thereafter, and, except in emergencies, before the first day on which services are to be rendered under the engagement, send to the artist a copy of the Form of Engagement as in Schedule A to this Agreement appropriately completed. The Form of Engagement shall contain the terms which have been agreed between the parties and shall be signed by a person authorised to sign on behalf of the Company, together with the counterpart which shall be duly signed by the artist, and returned to the Company within four days of its receipt by the artist, and, except in emergencies, before the first day on which services are to be rendered under the engagement. Failing such return by the artist, or statement of the artist's objections to the terms set out therein, the artist shall be deemed by rendering services thereafter to have entered into the engagement.

9. CONDITIONS OF ENGAGEMENT

- (a) The artist shall:
- (i) Give every consent under The Copyright, Designs and Patents Act 1988 necessary for the purposes of this Agreement in respect of his/her performance.
 - (ii) Not solicit, receive or accept directly or indirectly any fee or other valuable consideration from any party other than the Company for or in recognition of the artist singing, performing or having sung or performed or promising to sing or perform any particular item, song or musical work, or refraining from doing so in connection with his/her engagement hereunder.
 - (iii) Except with the consent of the Company's representative not broadcast any remarks including (but not by way of limitation of) any statement that any particular item, song or musical work is being performed 'by request' or announcement to similar effect which in the opinion of the Company's representative may draw undue attention to any particular item, song or musical work.
 - (iv) Not at any time use the name of the Company or any Trade Mark or initials in a manner likely to give the impression that any performance given by the artist otherwise than for the Company is authorised by or connected with the Company.
 - (v) Carry out all reasonable instructions given to him/her by any representative of the Company and comply with all the rules and studio regulations which may be made and published by the Company PROVIDED THAT any such rule or regulation is not contrary to the terms of this Agreement.
 - (vi) Not be entitled to any rights in any character or pseudonym which the Company may provide for the artist to use for purposes of the engagement and the artist shall not use such a character or pseudonym for any purpose other than the engagement without the previous written permission of the Company.
 - (vii) Not make use of any material not previously authorised by the Company nor perform any manuscript of unpublished work (other than works supplied by the Company) unless such manuscript or unpublished work is either:
 - a) An original work of his/her own that he/she is at full liberty to use for all the purposes of the engagement, without the licence or permission of any person.

OR

 - b) An original work that he/she is at full liberty to use for the purpose of the engagement by reason of holding all necessary licences or permission.
 - (viii) If required in the case of a programme suggested by him/her or his/her associates, produce an Assignment Licence or other satisfactory evidence from the author, composer or other owner of the copyright of any manuscript, music or unpublished work that he/she has the right to use it for the purposes of the engagement and the artist shall be responsible for all payments in respect thereof and permits to mimic or impersonate other artists shall be produced if required. A Company shall be responsible only for payments in respect of manuscript material provided for the artist by the Company and in respect of approved published material. Manuscript material provided for the artist by a Company is copyright and the artist shall not employ such manuscript material or any part of it for any performance he/she may render for any party other than the Company without the written permission of the Company in each case.
 - (ix) Not make any remarks, interjection or gesture during a broadcast which has not been previously authorised by the Company or its representatives nor include in his/her performance anything defamatory or offensive or anything calculated to bring the Company into disrepute and it shall not contain any advertisement or anything of an advertising character save that which is included in the performance authorised by the Company.
 - (x) At all times keep the Company indemnified in respect of all actions, proceedings, claims, demands and expenses, whatsoever which may be made or brought against or suffered or incurred by the Company in consequence of any breach of any of the

warranties or undertakings contained in sub-clauses (vii) or (ix) above, or on the ground that any such work as aforesaid is an infringement of any rights of any other person or is defamatory.

- (xi) Not at anytime disclose any information concerning the business or future plans of the Company that he/she may acquire during the term of his/her engagement.
- (xii) Shall not during the term of engagement accept any other engagement except with the prior written authorisation of the Company (which shall not be withheld unreasonably). The Company will endeavour to respond to an artist on the working day following such a request.
- (xiii) Disclose not later than the first rehearsal day (or production day if sooner) details of any engagements to appear in advertisements within the previous 12 months, or at any time in the future if known at the time of disclosure.
- (b) The warranties and indemnities required of the artist under sub-clauses (a)(vii) to (x) inclusive shall be given by the Company to the artist in respect of any work, speciality or act which the Company provides for the artist to perform.
- (c) A Company shall:
 - (i) Have the absolute right of rejection of all or any part of the entertainment submitted by an artist and shall not be called upon to give any reason for any such rejection and a Company's liability shall be limited in accordance with Clause 13 provided always that the artist may stipulate and a Company agree in the Form of Engagement that the artist's performance shall be as seen and approved by the Company or its representative at a specified place and time; if a Company rejects all or any part of such entertainment the artist shall with all dispatch submit other matter or material in place of that rejected for the approval of the Company.
 - (ii) Subject to Clause 29 not be liable to the artist or to the legal personal representative of the artist for any loss, damage or injury to the artist's property or possessions during or in connection with the engagement unless the same is due to the negligence of the Company.
 - (iii) Supply some form of safe-keeping where an artist can keep his/her possessions. In the case of attendance outside established television studios, the Company will provide, whenever it is reasonable and practicable to do so some form of safe keeping to protect small personal items or possessions. In the event that it is not reasonably practicable to provide any form of safekeeping the artist should be informed accordingly in advance of the attendance.
 - (iv) Wherever possible provide separate changing facilities for men and women.
 - (v) Have the right, subject to prior approval from Equity, to vary the terms of an individual artist's Form of Engagement without the consent of the artist.
 - (vi) Where reasonable and practicable provide rest areas for artists in the studio or on location where smoking shall not be permitted.
 - (vii) On request from the artist provide at the end of the financial year a summary of payments made to them.

10. NUDITY AND SIMULATED SEX ACTS'

- (a) 'Acts of a sexual nature' and 'simulated sex acts' shall mean any act which if performed in public would be regarded as 'indecent'.
- (b) 'Nudity', 'semi-nudity' and 'disrobe' shall mean to be in a state of undress that if in public could be regarded as 'indecent'.
- (c) The artist shall be notified before any audition takes place that the actual engagement will involve nudity or simulated sex acts or both.
- (d) At auditions:

- (i) No artist shall be required to disrobe entirely or partly until after being interviewed for the part, whatever its nature.
- (ii) No artist shall be required to perform any simulated sex acts.
- (iii) Where nudity or semi-nudity is required then, at the discretion of Equity, an observer nominated by Equity shall be present, unless the individual artist requests otherwise.
- (iv) Only persons essential for nude or semi-nude auditions shall be present at such auditions, and such auditions shall not be videotaped.

(e) Performances

- (i) Where nudity and/or acts of a simulated sexual nature are required of an artist for the purpose of portraying the part in the production, the artist must be so advised in writing in advance of entering into a contract. Such notice shall state the degree of nudity and/or the nature and extent of any simulated sex acts required. In addition the artist shall receive the relevant part or parts of the script prior to the contract being concluded.

If a contract is subsequently concluded then the Form of Engagement shall include the following special stipulation:

‘The artist hereby acknowledges that he/she has been informed that there will or may be included in the production nudity and/or simulated sex acts as defined in Clause 10 of the ITV/Equity Main Agreement.’

If, subsequently, significant changes are required in the portrayal of any of the relevant scenes these will be the subject of further discussions and agreement.

- (ii) Only persons essential to scenes involving nudity or simulated sex acts shall be admitted to the set while such nudity and simulated sex acts are being undertaken.
- (iii) In the case of an artist being arrested or charged with any offence arising from his or her performance as directed, the Company will do all that is possible to assist the artist, but in the event that such assistance is considered by the artist to be inadequate in the light of circumstances, then the complaint failing settlement shall be referred to a Joint Standing Committee.

(f) Unused Recorded Material

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

11. BROADCASTS OF THEATRICAL PRODUCTIONS AND SHORT RECORDINGS IN THEATRES (a)

Broadcasts of theatrical and similar productions cast and rehearsed by outside management in which professional performers are performing shall be the subject of separate agreement with Equity but this shall not apply to excerpts of fifteen minutes or less specifically staged (not before a paying audience) and forming part of a programme which shall be subject to the terms and conditions of this Agreement.

- (b) In the case of excerpts of fifteen minutes or less, save as provided in (d) below, however,
 - (i) Choreographers or assistant choreographers engaged on the productions shall similarly be subject to the terms and conditions of this Agreement provided the dancers for whom they are responsible are seen in performance in the excerpt.
 - (ii) Stage management grades engaged on the production shall be paid the appropriate daily rates as agreed between Equity and the Company for each day on which recording of the excerpt for transmission takes place.

- (iii) The theatre director of the production shall be entitled to a payment of not less than one and one-half times the payment to the stage manager under (b)(ii) above, except that no payment shall be made to the theatre director in the case of excerpts shown in critical, magazine, news magazine and similar programmes for the purpose of reviewing the production.
- (iv) The theatre designer of the production shall be entitled to a payment of not less than the same amount as the payment to the stage manager under (b)(ii) above.
- (c) (i) Recordings will normally be made at the artist's place of work. Where this is not technically possible a recording or live performance may be especially arranged at a Company's studio or location. The Company will then, as appropriate:
 - (a) Provide transport between the artist's normal place of work and the studio, and return, and provide reasonable refreshment facilities, and
 - (b) Ensure that the artist returns to his/her normal place of work no later than 35 minutes before the theatre performance is due to begin.
- (ii) Recordings must be completed within a call time of three hours including travel time.
- (iii) The Company guarantees that no excerpt shall:
 - (a) Include the denouement of a play
 - (b) Consist of a complete work
 - (c) Interfere with the theatre presentation of the production.
- (d) **Payment**
 - (i) **News Access (News Bulletins, News Items in News Magazines)**

In the case of items not exceeding 2 minutes, no payment will be due. In all other cases, the minimum fee specified in Schedule C shall be payable to persons engaged on the production as performers or in any of the grades referred to in 11(b).
 - (ii) **Magazines, Features, Documentary Programmes**

In cases where the total screen time of the whole of the recording so made does not exceed three minutes or five minutes the appropriate minimum fee specified in Schedule C shall be payable to persons engaged on the production as performers or in any of the grades referred to in 11(b).
- (e) Such recordings for broadcast shall be subject to the consent of artists concerned having been obtained beforehand.

12. FORCE MAJEURE

- (a) If the preparation and/or production of any programme is prevented or interrupted by reason of any cause beyond the control of a Company such as, but not limited to, events of national importance, war, emergency, fire or order of a Public Authority or a stoppage in consequence of a trade dispute, the engagement may either be cancelled upon payment to the artist of all monies accrued due up to the time of such cancellation, or such other arrangements made with the artist by way of postponement and the like as may be practicable so that the engagement may be fulfilled.
- (b) In the event that a Company intends to exercise its right as in (a) above, consultation shall take place between the Company and Equity.

13. CURTAILMENT AND CANCELLATION OF ENGAGEMENT

- (a) A Company shall have the right to curtail or cancel at any time an artist's performance or engagement for a series of performances and any publicity relating thereto and, except in the circumstances covered by Clause 12 and sub-clause (b) below, the artist shall be paid his/her contractual fees in full and complete satisfaction of all claims the artist may have under the terms of his/her Form of Engagement and/or this Agreement. Nothing herein contained shall prevent a Company and an artist from making such other arrangements by way of postponement or the like as may be practicable.
- (b) In the event of non-observance by an artist of any conditions of this Agreement and/or his/her Form of Engagement, a Company (without prejudice to any other remedies) may forthwith terminate the artist's engagement. In the event that an artist's engagement is terminated with immediate effect Equity shall be notified at the earliest opportunity, and in any case shall be notified in writing, of those conditions of this Agreement and/or the artist's Form of Engagement that have not been observed. The artist shall have no claim upon the Company for remuneration other than that which may be subsequently assessed by a Joint Standing Committee (as set forth in Clause 50) for work actually carried out.

14. BILLING AND CREDITS

- (a) The Companies recognise the importance of credits for all artists contracted under this Agreement. They undertake to ensure that, in normal circumstances, such artists will be given on-screen credits.
- (b) Any agreed credits (including programme billing in publications issued by or reasonably within the control of a Company) shall be defined in the artist's Form of Engagement.
- (c) Any change in the advertised cast of a programme shall be incorporated within the transmitted credits.

15. PRESENTATION PROMOTION PUBLICITY AND DUBBING

- (a) Unless an artist is engaged to perform his/her own repertoire a Company shall have the sole right to decide the manner in which the artist's personality shall be presented and in particular how the artist shall dress, wear his/her hair and be made up, PROVIDED ALWAYS THAT should a Company decide on a make-up and presentation necessitating changes in an 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 Form of Engagement and shall be the subject of a special stipulation in the Form of Engagement.
- (b) In the event that changes are required in an artist's physical appearance, as provided for under this Clause, and these requirements are not made known to the artist prior to the signing of the Form of Engagement and the proposed changes are unacceptable to the artist, then, at the Company's discretion, the artist shall fulfil the engagement without the required change in physical appearance; or shall be released from the engagement but paid the contracted fee; or some alternative mutually acceptable arrangement may be agreed.
- (c) An artist's voice shall not be dubbed unless a special stipulation to this effect is negotiated and included in the Form of Engagement or in subsequent amplification thereof.
- (d) The Company shall decide what publicity to issue in connection with the programme 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, subject to this clause 15.
- (e) Where a Company wishes to use selected still photographs showing the artist in a state of nudity or semi-nudity the Company shall obtain the artist's written consent by Special Stipulation in the artist's Form of Engagement, and the artist shall have the right to reject up to fifty per cent of any photographs selected by the Company.

- (f) Artists shall undertake that during their engagement they will not give or grant without a Company'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 programme in which they appear, the internal administration or policy of the Company's business or their present or future engagements with the Company provided always that the artist shall be entitled to seek the Company's consent to the issue of any statement necessary for the protection of the artist's personal and professional reputation and that statements to which the Company so consents are issued by and only through the Company's publicity department or duly appointed representative.
- (g) Artist must not take or publish photographs of persons working on the programme or anything connected with the programme.
- (h) Artist shall not be entitled to claim from a Company any compensation in respect of loss of publicity or reputation in the event of the termination of an engagement or the omission of the artist from the programme (whether or not the artist has been advertised as performing in the programme) or the lengthening or shortening of the artist's part or the failure of the Company to issue publicity concerning the artist's performance or the failure of the Company to distribute, exhibit, exploit or perform the programme but in each such case the artist shall only be entitled to receive moneys payable to the artist under the terms of the artist's Form of Engagement.
- (i) A Company shall be under no obligation to make use of the artist's services or to exhibit any programme for which the artist has been engaged.
- (j) 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 Company or its distributors shall require for the promotion of the programme 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.

16. DANGEROUS WORK

- (a) A Company shall not require an artist to render services of a hazardous or dangerous nature or which involve an unreasonable degree of risk unless the artist is specifically engaged therefore.
- (b) If an artist is specifically engaged to render services of a hazardous or dangerous nature then the special circumstances of such engagement shall be the subject of special stipulations in the artist's Form of Engagement.
- (c) Subject to any special stipulations as aforesaid a Company shall not be liable to such an artist for any injury or damage to the artist's person against which a Company cannot insure PROVIDED THAT this sub-clause shall be without prejudice to any claim which an artist may have against a Company at Common Law or by Statute.
- (d) The Company shall ensure that the required first aid provisions, and any special provisions considered necessary in light of the specific nature of the dangerous work concerned, are in place in advance of work commencing.

17. FLYING OR BEING LIFTED ON HOISTS

- (i) In the event that an artist is required to fly or to be hoisted on free-standing lifts, as provided for under this Clause, and this activity is not made known to the artist prior to the signing of the Form of Engagement, then the artist shall have the right to refuse to undertake such activity.
- (ii) An artist required by a Company during the course of an engagement to fly or to be hoisted on free-standing lifts shall be entitled to a once and for all payment in respect of such engagement. (See Schedule C).
- (iii) Where an artist has agreed to undertake work which involves flying or being hoisted on free standing lifts, as provided under this Clause, the Company shall ensure that all appropriate safety assessments and arrangements have been made in accordance with the requirements relating to health and safety at work.

18. PENALTIES FOR BREACH OF CONTRACT

If any artist, by reason of his/her own neglect or default, fails to appear and perform as stipulated in this Agreement and/or his/her Form of Engagement and contests any claims for damages made by the Company the dispute shall be referred for decision, if the parties agree in writing so to do, to the Joint Standing Committee as laid down in Clause 50 but nothing in that Clause shall prejudice the right of the Company to restrain the artist by injunction from performing in breach of this Agreement and/or the Form of Engagement and the right of the Company to determine the artist's engagement herein provided.

19. NOTICES

Any notice under this Agreement may be served upon an artist by posting the same to his/her last known address or to his/her Agent (if any) through whom the artist's Form of Engagement was contracted.

20. ATTENDANCE DAYS

An attendance day shall be any day upon which an artist is required to attend at a studio, on location, or other designated premises for one or more of the following purposes:

- (i) Pre-rehearsal Read-through.
- (ii) Rehearsal
- (iii) Recording in sound and/or vision.
- (iv) Performance for live transmission.

(Singers performing only out of vision and artists recording in sound only may be engaged on an alternative basis. See Clauses 33 and 35).

(a) Working Hours

(i) Attendance Days in the Studio or Rehearsal Room

Each day shall consist of up to nine hours during which time two meal breaks of one hour each shall be given.

(ii) Attendance days on Location (work outside an established television studio or rehearsal room).

Each day shall consist of up to ten hours during which time eight hours of work may take place. In addition to the eight hours of work one meal break of one hour and up to one hour of travelling time may be allowed.

(b) Rates of Payment

See Schedule C.

(c) Seventh Day and Overtime

Attendance on a seventh consecutive day shall attract an enhanced payment for that day (See Schedule C). Overtime in excess of the standard day shall be paid at an additional rate per quarter hour or part thereof (See Schedule C).

(d) Choreographers and Assistant Choreographers

- (i) Choreographers and Assistant Choreographers shall be entitled to payment for rehearsals and shall also be entitled to payment for any overtime worked beyond the standard nine hours, provided such overtime is worked at the studios or in outside rehearsal rooms or on location. All such overtime shall be authorised by the Company.

- (ii) Choreographers and Assistant Choreographers shall be entitled to payment for overtime worked at the place of recording or performance for transmission beyond the standard hours, provided such overtime is authorised by the Company.

(e) Public Holidays

There shall be eight Public Holidays a year which shall be agreed locally within each Company. Attendance on such days of Public Holiday shall be paid for at the following rates:

- (a) Attendance on Christmas Day, Boxing Day and New Year's Day shall be paid for at double daily payments and overtime rates (2T).
- (b) Attendance on any of the other five days of Public Holiday shall be paid for at one and one-half times daily payments and overtime rates (1.5T).

(f) Periods of Rest

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 ten hours. Any reduction below ten 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(s) that shall not be withheld unreasonably and Equity shall be informed of the occurrence as soon as possible.

(g) Nightwork

Work scheduled to extend beyond midnight or to commence between 2400 hours and 0700 hours shall be paid at the rate of one and one-half times the appropriate attendance day payment, with overtime at the rate of one and one-half times the daytime overtime rate.

(h) Travelling Days

- (i) Days spent travelling to and from location **and**
- (ii) Days spent travelling to or from a studio, location or other place of work at the Company's requirement on a day immediately before or immediately after a period of engagement shall be paid at a separate rate (see Schedule C).

(i) Breaks between Work on Location and the Commencement of the Standby Period

Where an artist is required to work on location prior to rehearsal such that there is a break of six weeks or less between the completion of work on location and the commencement of the standby period as defined in Clause 21 during which the artist is not required to render services, a payment shall be made for each week of such break subject to a maximum payment in respect of the break of six weeks. For parts of a week an individual daily payment shall be made for each such day provided that such payment shall not be made for more than five days out of each seven consecutive days (See Schedule C). No entitlement to payment under this sub-clause shall arise, however, where a break exceeds six weeks in duration, or in relation to any periods during which, by agreement, the artist has undertaken another engagement.

(j) Absence

If an artist does not attend because of sickness or any other cause no payment shall become due.

Guidelines in respect of Attendance and Standby Days (Clauses 20 and 21)

- (i) Scripts should normally be delivered to an artist at least 3 days before the first rehearsal.
- (ii) There should be a read-through by all the cast who have speaking parts prior to any rehearsal or performance.
- (iii) Prior to any recording artists shall be given sufficient and adequate rehearsal time which shall take into account the nature of the production and the length and nature of the artist's engagement.

21. STANDBY DAYS

The Standby period shall be the period from the first attendance day to the last attendance day (see Clause 20), except that a pre-rehearsal read-through day will not be considered to be an attendance day for the purposes of this Clause.

A standby day is any day during the standby period on which the artist is not required to attend for work. In each calendar week during the standby period the artist shall be entitled to the relevant number of attendance day payments plus any standby day payments needed to produce a minimum of 5 daily payments (whether attendance or standby) unless the days fall within a period covered by Clause 20(i) above (Breaks between work on location and standby period). Standby day payments shall be paid at the rate set forth in Schedule C.

Standby day payments will not be made in respect of any day on which the artist would have been prevented from attending at work due to sickness or other cause, nor if having been notified by the Company that attendance will not be required on that day he/she has accepted another engagement in accordance with the provisions of Clause 9 (a)(xii), nor in respect of Christmas Day, Boxing Day or Good Friday.

22. PROGRAMME FEE

- (a) The artist shall be paid a negotiable programme fee (subject to the minima defined below) which shall entitle a Company to transmit or permit the transmission of the artist's performance in the relevant area of the United Kingdom as defined in Clause 41 (except in the case of Stunt Coordinators and Performers (see Appendix A), artists engaged to appear in educational programmes, artists engaged to rehearse or record in sound only and singers performing only out of vision engaged on the alternative basis) and this shall be the fee upon which payments for repeats and additional uses shall be calculated.

Agreed Notes for Guidance

- (i) The negotiated programme fee shall take into account such factors as the nature and weight of the artist's contribution, the number of programmes to be recorded, the artist's status and the length of the engagement.
- (ii) Where an artist has in the past accepted an engagement as a Walk-on, the fact that he/she has done this should in no way influence the negotiations in respect of the appropriate programme fee he/she should receive when engaged as an artist.
- (iii) Except in the case of dancers (See Clause 23 (b)), the intention of this Clause is that where the rehearsal period is eight or more consecutive days the length of the rehearsal period should be reflected in the negotiable programme fee.

(b) Minimum Programme Fees (See Schedule C)

Minimum programme fees are listed in Schedule C for:

- (i) Artists
- (ii) Singers performing in vision in groups of nine or more.
- (iii) Choreographers and Assistant Choreographers.
- (iv) Individual variety artist performing speciality act.

(c) Gaps between Episodes

Where an artist is engaged to appear in more than one episode of a series or a serial or a programme of a similar format such that gaps occur between the completion of work on one episode and the commencement of work on another during which the artist is not required to render services, such gaps shall be taken into account when determining the negotiable programme fee as defined in (a) above, so that the negotiable programme fees should be enhanced in respect of gaps which are of such a duration as to inhibit the artist from securing other work. The amount of enhancement shall be related to the length of the gap.

23. MINIMUM PAYMENTS

- (a)** Notwithstanding the minimum programme fees in Clause 22 the minimum payments for the following categories of artists listed below will be subject to a different rate listed in Schedule C:
 - (i)** Singers performing in vision in groups of nine or more.
 - (ii)** Choreographers and Assistant Choreographers.
 - (iii)** Variety Artist performing a solo speciality act.
- (b)** Where dancers are engaged for single programmes the appropriate supplement set out in Schedule C shall be payable.
- (c)** If the artist's negotiated programme fee is less than the minimum payment, the difference shall be credited towards the payment for the first transmission in another area.
- (d)** Where an artist is engaged by a Company for one or more engagements, lasting longer than one day, in any week, the engagements being for a single area paid at the minimum programme fee, then the artist concerned will receive a payment of not less than a specified sum listed in Schedule C for two or more days up to a total of five days work in that week.
- (e)** Singers shall be entitled to negotiate an enhancement to the minimum programme fee in the following circumstances:
 - (i)** Delivering a solo performance as part of a group
 - (ii)** Miming and dancing in vision to their own previously recorded performance where additional training and preparation is required.

24. MINIMUM GUARANTEED RATE (Per Week of Network Engagement)

- (a)** Where an artist has been engaged for a network production, his/her total earnings shall be calculated and that total divided by the total number of weeks of his/her engagement to give an average weekly earnings figure. If this figure is less than the amount set out in Schedule C to this Agreement the artist shall be paid the difference between the figure and the amount set out in Schedule C for the total number of weeks of his/her engagement.
- (b)** In the case of a break between work on location and the commencement of the rehearsal period, where this break is less than six weeks duration then the break shall be included for the purpose of calculating the total weeks engagements, except that periods during which, by agreement, the artist has undertaken another engagement shall not be included. In the event that the break between work on location and the commencement of the rehearsal period exceeds six weeks, then no part of the break shall be accountable in calculating the total weeks of engagement.
- (c)** For the purpose of calculating total earnings, attendance day payments, standby day payments, the programme fee, any overtime payments and any payment made in respect of breaks between work on location and the commencement of the rehearsal period of up to six weeks, shall be included.
- (d)** For the purposes of the above Clause, a week shall be calculated as a period of five days out of a period of seven days. All additional days shall be paid on a pro-rata basis, ie at one-fifth (1/5th) of the weekly rate specified in Schedule C.
- (e)** In the event that an artist's average weekly earnings as calculated in accordance with Clause 24(c) above, are lower than the Minimum Guaranteed Rate, an amount equivalent to the difference for one week of the engagement only, shall be added to the artist's negotiable network programme fee for the purpose of calculating repeat payments in accordance with Clause 44.

25. POST-SYNCHRONISATION

Provided that an artist's previous professional engagements shall have priority, an artist shall attend, if required, for a post-synchronisation session, not exceeding four hours, to post-synchronise his/her own voice with his/her previously recorded visual performance, which may be spread over five hours to permit a rest period or meal break of one hour. Such a session shall attract a minimum negotiable fee. (See Schedule C). This fee shall not attract United Kingdom repeat or additional use payments.

26. TRAILERS

- (a) An artist who agrees to appear in character other than during the contracted period of engagement or extension thereof, shall be paid a production day payment (see Schedule C).
- (b) Trailers pre-recorded or transmitted live during the contracted period of engagement shall not attract payment, other than the payment due for that attendance day.
- (c) Trailers may only be used to advertise the programmes for which they are made and programme promotion trailers consisting of extracts from recordings shall not exceed five per cent of the running time of any recording from which they are extracted and shall not be used for public transmission in a 'strung together' presentation exceeding 15 minutes.
- (d) An artist may be engaged solely to appear in a promotion trailer under the following conditions:
 - (i) The trailer shall not exceed three minutes in length.
 - (ii) The fee shall be negotiable subject to the minimum payments as defined in Clauses 22 and 23.
 - (iii) Payments for attendance days shall be made in accordance with Clause 20.
 - (iv) Payment of the fee in (ii) above shall entitle a Company to transmit the trailer without limitation for a period of up to three months in the area covered by the programme fee.
 - (v) Further payments of 100% of the fee in (ii) above shall entitle the Company to transmit the trailer without limitation for a further period of three months in the area covered by the programme fee.

27. TRANSPORT AND SUBSISTENCE

- (a) An artist shall be paid the cost of travel by appropriate public transport between the centre of the standard radius as defined in Schedule B and the place where the artist is required for the rehearsal, transmission or pre-recording for transmission, if such a place is beyond the standard radius and is not a permanent studio in which performances for transmission are normally given. Where, however, an artist is required by the Company to use his/her own vehicle he/she shall be reimbursed for such use on a mileage basis in accordance with the rates applied by the Company under local agreements. Artists so required will be notified of the rates prior to their engagement.
- (b) If an artist is called at a time or detained until a time when public transport is not available, the artist shall be transported at the Company's expense to or from the television studios or place of rehearsal or any location where the artist is required to work or to or from the artist's place of residence. Subject to (d) below if a Company is unable to provide such transport the Company shall provide the artist free of charge with reasonable living accommodation and meals at or near the television studios, place of rehearsal or location. Accommodation so provided shall be, as far as is practicable, on a single room basis.

- (c) Where an artists' home base (or nearest home base) is such a distance from the studio or location base for a production that, taking into account the nature of the role requirements and the working time arrangements, it would not be reasonable for the artist to travel daily from home base to work place then the Company shall, wherever practicable, provide the artist at the time the contract is entered into with an appropriate accommodation list for that town. Subject to (d) below the Company shall provide or pay for reasonable transport and subsistence (where necessary), and accommodation so provided shall be, as far as practicable, on a single room basis. In the case of an engagement that requires the artist to remain away from his/her home for fourteen consecutive nights or less, allowances will be paid at rates applied by the Company under local agreement. In the case of an engagement that requires the artist to remain away from his/her home for more than 14 consecutive nights the amount of subsistence shall be the subject of individual negotiation. Amounts due under this sub-clause shall be payable in advance.
- (d) (i) Notwithstanding the provisions of sub-clauses (b) and (c) above, where a Company offers suitable accommodation and the artist elects to make other arrangements, the extent to which the Company may contribute to the costs of such other arrangements shall be the subject of negotiation.
- (ii) Notwithstanding the provisions of sub-clauses (b) and (c) above the rate of travel and subsistence to artists engaged on long term contracts to appear in continuing series and serials shall be the subject of negotiation.
- (iii) Where, however, such artists as in (ii) above acquire a place of residence near to the studio centre on a semi-permanent basis for the duration of the long term engagement there shall be no entitlement to daily travel and subsistence payments as in sub-clause (c) above.
- (e) Where an artist is required to travel at the convenience of a Company, during the period of an engagement, on a day which would not be spent working, and for which no payment would be received, that artist shall receive a sum equivalent to the amount paid for travelling to and from location as provided for under Clause 20 (g)(i).
- (f) Where an artist is required at the convenience of a Company to travel to a studio, place of rehearsal or location on a day immediately before or after a period of engagement a payment shall be made under Clause 20 (g)(ii).
- (g) In applying the provision in this Clause that an artist shall be paid the cost of travel by appropriate public transport Companies should have regard to the spirit and intention underlying it which is that the standard of public transport should where practicable reflect the artist's standing in the profession and should be conducive to the accomplishment of any work which the artist might be expected to undertake while travelling. In this connection the standard of public transport should not give rise to segregation between the artist and any other artists or employees of the Company with whom he/she might be expected to work while travelling. The mode and standard of public transport should be agreed between the artist and the Company prior to the signing of the Form of Engagement.
- (h) **Evening Meal Allowance**
- (i) Where a second meal break is scheduled such that work continues after this break, then the evening meal allowance shall not be paid if subsidised canteen facilities are available or the Company provides a meal.
- Where no second meal break is given or where it is scheduled to take place after production or rehearsal has ended then the evening meal allowances shall be paid.
- (ii) **Dancers**
- It can be mutually agreed at local level that dancers, who do not take their evening meal during the evening meal break before they are scheduled to perform, shall be paid the evening meal allowance.
- (iii) Any payments due under sub-clauses (i) and (ii) above shall be paid at the rates applied by the Company under local agreements.

28. SERIES OPENING AND CLOSING SEQUENCES

- (a) An artist (other than a singer engaged to perform only out of vision under Clause 33) engaged to perform in recorded opening and closing sequences for a series of programmes shall be paid a programme fee as provided in Clause 22 and attendance day payments and overtime payments as appropriate. A Company shall be entitled to incorporate such recordings in any number of episodes of the same series or serial or programmes of a similar format for a period of up to thirteen weeks, for transmission in the appropriate area. When an artist appears in more than half of the episodes in a series or serial there is no requirement to separately contract the artist for the opening and closing sequence.
- (b) Notwithstanding the above, a singer engaged to perform only out of vision under Clause 33 in recorded opening and closing sequences for a series programme shall receive the total relevant recording fees under Clause 33 for the incorporation of the recording into any number of episodes of the same series or serial or programmes of a similar format for a period of up to 13 weeks for transmission in the appropriate area.
- (c) Further payments to the artist of 100 per cent of the programme fee (or in the case of singers performing out of vision the session fee) shall entitle the Company to incorporate the recordings in further episodes of the same series, or serial or programmes of a similar format for further periods of thirteen weeks for transmission in the appropriate area (see Clause 41). Except that it is specifically agreed that opening and /or closing sequences recorded prior to the implementation date of this agreement shall continue to be paid on the basis set out in the original contract. It is further agreed that such sequences will not be re-recorded except on the original contract basis.

29. CLOTHING AND BODY MAKE-UP

- (a) An artist shall provide all such modern dress and footwear as the artist may possess and may normally and reasonably use in the artist's private capacity and a Company shall provide all other visible modern dress and all character, period or special costumes and footwear. All clothing so provided shall be and shall remain the property of the provider. The artist shall take reasonable care of the clothing provided. Where an artist uses his/her own clothing and such clothing becomes soiled or damaged during the actual rehearsal, recording or transmission (other than solely through the fault of the artist) the Company shall pay for the cleaning of such soiled clothing or compensate the artist for, or make good, damaged clothing. Except as above and as provided in Clause 9(c)(ii) a Company shall not be liable for any loss or damage to clothing brought into the studios or on location by the artist. A Company shall have due regard to the clothing and footwear which an artist might reasonably be expected to possess. To avoid difficulties arising any clothing or footwear to be provided by the artist shall be the subject of mutual agreement at the time the engagement is offered.
- (b) Without prejudice to the provisions of (a) above, if an artist is required by a Company to supply and wear evening dress he/she shall be paid an allowance listed in Schedule C for each day on which evening dress is supplied and worn: a similar sum shall be paid to female artists required to supply and wear cocktail dresses. Where such clothing becomes substantially soiled or damaged (other than solely through the fault of the artist) a Company shall pay for any cleaning or making good.
- (c) If an artist is required to attend for costume and/or wig fitting on a day other than an attendance day, a payment shall be made of a specified amount listed in Schedule C for reasonable out-of-pocket expenses incurred in such attendance.
- (d) If an artist is required to attend for costume fitting on an attendance day, the time spent in attending for such costume fitting should count as rehearsal time and shall be paid for as provided in Clause 20.
- (e) If an artist is required to wear make-up, a Company shall supply such make-up for the artist's use together with the means of removing the same.

30. STILL PHOTOGRAPHS CALLS

If an artist is required on a day other than an attendance day to attend a photograph call, payment shall be made at a specified rate listed in Schedule C for each period of three hours or part thereof that the artist is required to attend such call.

NB: For use of 'stills' photographs, see Clause 47 (Use of Performances).

31. SICKNESS

In the event of an artist being unable to rehearse or perform through illness or physical incapacity the artist shall immediately notify the Company and complete a self-certification form in accordance with the Company's local self-certification procedure stating the nature of such physical incapacity and that in consequence thereof the artist is unable to rehearse or perform as the case may be. In this event the Company shall be entitled to terminate the artist's engagement upon payment to the artist of all fees accrued due up to the date of incapacity. In cases where time is not of the essence the Company will not terminate the artist's contract without taking reasonable steps to seek to obtain relevant information and to seek to discuss the matter with the artist.

32. HOLIDAYS

An artist shall be entitled to paid holiday calculated at four weeks a year on a pro rata basis.

Companies may nominate periods of holiday and will provide at least twice as much notice as the length of the nominated period e.g. at least two days notice for one day of holiday. In addition, subject to the express agreement of the Company, 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.

If at the end of the engagement an artist has not taken all the holiday due to them then payment shall be made in lieu of holiday accrued but not taken.

Payment for complete days of holiday accrued but not taken shall be as set out in Schedule C.

To calculate payment due for holidays accrued but not taken, multiply the number of days worked by the Daily Holiday Accrual Rate in Schedule C. This will provide a total figure for payment in lieu of holidays. If some days of paid holiday have been taken during the engagement that total figure should be reduced by £100 for each day of paid holiday actually taken.

33. SINGERS PERFORMING ONLY OUT OF VISION

Singers performing only out of vision may be engaged on the following basis:

(a) Session Fee

Singers may be engaged for one recording session of three hours at a minimum programme fee during which time rehearsal or recording may take place, with overtime paid for each hour or part thereof. Rehearsal prior to the start of the recording session shall attract payment for each hour or part thereof.

Where work continues for more than four but less than six hours a singer shall be given an unpaid rest period or meal break of one hour. Where work continues for six hours or more an additional unpaid rest period or meal break of one hour shall similarly be given. (See Schedule C).

(b) Rehearsal

Rehearsal on a day other than a recording day shall attract payment for each hour or part thereof subject to a minimum call of two hours. (See Schedule C).

(c) Contracts

Companies will supply copies of contracts to individual artists on request if the original arrangements were made via a third party other than the artists' agent.

NB: For original transmission rights see Clause 41(e).

Arrangements for repeats in respect of singers engaged under this Clause are set out in Clause 44. (Note particularly Clause 44(c)). Arrangements for additional uses are set out in Clause 45. (Note particularly Clause 45(e)).

- (d) Where more than 16 singers are engaged for a session not exceeding three hours, the minimum programme fee shall be as set out in Schedule C.

34. SPECIALITY ACTS

(a) Definition

A speciality act shall mean any act, either individual or group, which is available as a rehearsed entity, except for camera rehearsal and band calls, ready for performance prior to engagement, but shall not mean singers performing either individually or in groups.

(b) Dangerous Work

A Company shall not require an artist to render services of a hazardous or dangerous nature or which involve an unreasonable degree of risk not normally associated with his/her act unless the artist is specifically engaged therefore.

(c) Clothing and Body Make-up

Speciality acts shall be excluded from the provisions of this Agreement in respect of payment of additional fees for wearing evening clothes and providing special costumes and of those provisions requiring a Company to provide body make-up and the means of removing it, where such clothes or body make-up are part of the normal facilities provided by the speciality act.

(d) Transport and Subsistence

In addition to the provisions of Clause 27 the Company shall pay such reasonable costs of transporting any necessary equipment that is part of a speciality act.

(e) Physical Acts

A Company shall not require speciality acts which involve the expenditure of unusual physical energy to rehearse more than twice or perform the act for the purpose of recording more than twice on any one day.

(f) Trailers and Extracts

Extracts of a speciality act shall not be transmitted as a trailer or as an extract from a recording except that the transmission of a still photograph (excluding action stills) shall be permitted.

35. RECORDINGS IN SOUND ONLY

(a) Four Hour Voice-Over Session

An artist may be engaged for a session not exceeding four hours, which may be spread over five hours to permit a rest period or meal break of one hour, to rehearse and/or record in sound only, continuously or discontinuously:

- (i) Material for incorporation in up to either six or thirteen documentary, educational, religious, instructional, critical and magazine programmes. Such session shall attract a negotiable minimum programme fee and may be extended by a maximum of two hours overtime for an additional payment to the artist for each hour or part thereof. (See Schedule C).
- (ii) Material for incorporation in up to thirteen programmes, or episodes of a series or serial, or a programme of a similar format, of any category other than those in (i) above. Such session shall attract a negotiable minimum programme fee and may be extended by a maximum of two hours overtime for an additional payment to the artist for each hour or part thereof. (See Schedule C).

In the event that the maximum overtime period of two hours is exceeded, a further session as provided for above, shall be deemed to have commenced from the start of and in substitution of such overtime period.

(b) Two Hour Voice-Over Session - Drama Programmes Only

An artist may be engaged for a session not exceeding two hours, to rehearse and/or record in sound only, continuously or discontinuously, material for incorporation into one drama programme or one episode of a drama series or serial. Such a session shall attract a negotiable minimum programme fee as set out in Schedule C.

NB: For transmission rights see Clause 41(d).

Arrangements for repeats in respect of artists engaged under this Clause are set out in Clause 44. (Note particularly 44(b)).

Arrangements for additional uses are set out in Clause 45. (Note particularly Clause 45(c)).

36. ONE DAY ENGAGEMENTS

(a) Series, Serials and Similar Programmes

(i) Payment

As an alternative to the provisions of Clauses 20, 21, 22 and 23, an artist may be engaged for a single day for an inclusive payment (See Schedule C) which shall entitle a Company to rehearse and/or record the artist's performance for inclusion in not more than six episodes of a series or serial or programme of a similar format.

When artists are engaged on the alternative basis of a one day engagement, adequate opportunity nevertheless should be afforded for any rehearsal which may be necessary to take place on that day. The duration of the artist's total performance and the number of episodes in which such performance may be included shall be limited accordingly.

(ii) Working Hours and Overtime

The working hours and overtime arrangements will be in accordance with Clause 20 (a and c).

(b) Educational, Religious, Documentary, Features, Instructional, Critical and Magazine Programmes

(i) Payment

As an alternative to the provisions of Clause 20, 21, 22 and 23, an artist may be engaged for a single day for an inclusive payment (See Schedule C) which shall entitle a Company to rehearse and record the artist's performance for inclusion in an educational, religious, documentary, features, instructional, critical or magazine programme.

(ii) Working Hours and Overtime

The working hours shall consist of up to five hours in an overall period of six hours. Rehearsal and performance may be alternated. Overtime thereafter shall attract payment for each quarter hour or part thereof. (See Schedule C).

Overtime will only be permitted in emergencies, and will not extend the 10 minute aggregate set out in (iii) below.

(iii) Maximum Use of Recorded Material

A Company shall be entitled to use up to ten minutes of the artist's performance as transmitted material.

(c) Transmission Areas, Repeats, Additional Use

The inclusive payment in (a) or (b) above shall entitle a Company to transmit the artist's performance once only, simultaneously or non-simultaneously, over any or all of the transmission areas in the United Kingdom. Repeat payments and payments for additional uses shall be calculated on the basis that the programme fee shall be one quarter of the inclusive payment in (a) or (b) above.

See particularly:

- (i) Transmission rights - Clause 41, especially 41(f).
- (ii) Repeats - Clause 44, especially 44(d).
- (iii) Additional Uses - Clause 45, especially 45(f).

37. WEEKLY RATE

- (a) An artist may be engaged on a weekly rate provided that the period of engagement is for not less than eight consecutive weeks in a series or serial or programmes of a similar format and that transmission on any part of the ITV1 Network (which in this Agreement shall mean the channel branded as ITV1 in England and Wales, as Grampian TV and Scottish TV in Scotland, as Ulster TV in Northern Ireland, and as Channel TV in the Channel Islands) or on BBC1, BBC2, Channel 4 S4C or Five take place before 1900 hours, (2000 hours on Sundays) or after 2330 hours.
- (b) The minimum weekly payment for a single area or for more than a single area is shown in Schedule C. In the case of a programme co-commissioned by a UK new broadcaster, the minimum weekly payment shall be that for 100% NTH and the number of transmissions covered by that payment will be determined by reference to Clause 53.
- (c) The minimum weekly payment shall be in respect of not more than five working days in any period of seven days. Work on a sixth or seventh day shall attract payment in accordance with Schedule C. The working hours will be in accordance with Clause 20 (a) and overtime in excess of the standard day shall be paid at an additional rate per quarter hour or part thereof (see Schedule C).
- (d) An artist's programme fee for each separate programme shall be calculated by dividing the weekly rate by the number of programmes into which the artist's performance is incorporated. The resultant figure shall be the programme fee for the purpose of applying this Agreement.

38. DUMMY RUNS - PILOT PROGRAMMES - TRAINING PROGRAMMES

- (a) Artists required to give a performance in a dummy run, pilot programme, training programme as defined in (d) below, or warm-up shall receive a negotiable fee of not less than the payment listed in Schedule C. Payments shall be per programme in the case of dummy runs and pilot programmes.

Artists required to give a performance for more than one training programme in a day shall receive not less than one and one-half times the payment listed in Schedule C.
- (b) Payment for rehearsals for dummy runs, pilot programmes or training programmes shall be made in accordance with Clause 20.
- (c) A separate Form of Engagement shall be issued for a performance in a dummy run, a pilot programme or a training programme. A Company may acquire the right to use a recording of the dummy run, pilot programme or training programme in all respects as if it were a pre-recording for transmission, subject to negotiation of the artist's fee in accordance with Clause 22 and the issue of the appropriate Form of Engagement.
- (d) For the purposes of this Clause a training programme shall mean a programme produced wholly or mainly for the purpose of training the staff of companies.

39. VIDEO TAPING OF ARTISTS AT AUDITIONS OR RECALLS

- (a) The artist or artist's agent should be notified in advance of either an audition or recall if video taping is going to be used. Auditions involving nudity or semi-nudity shall not be videotaped.
- (b) Care should be taken to ensure that proper lighting is provided and that the background to the recording is appropriate.
- (c) On arrival at the audition or recall the script should be provided in advance of the recording and the artist should be given adequate time to digest the script and discuss the portrayal with the director etc.

- (d) Arrangements should be made to ensure that the artist is not kept waiting for an unreasonable length of time prior to the audition or recall.
- (e) The purpose of videotaping an audition or recall should only be to assess the artist's suitability for the role not as an aid to the development and presentation of any production idea.
- (f) The recording should be destroyed after the completion of the production.

40. SPECIAL PROVISIONS RELATING TO EDUCATIONAL PROGRAMMES

This Agreement shall apply to schools' programmes and adult education programmes subject to the provisions set out below:

- (a) Clause 5 of this Agreement shall not apply to schools' programmes or adult education programmes except where a person is engaged to give a performance for which it would be appropriate to employ a professional performer.
- (b) The minimum programme fee for an artist performing in schools' programmes or adult education programmes shall be as set out in Schedule C which shall entitle a Company to transmit or permit the transmission of the artist's performance twice in each transmission area as defined in this Agreement. The Company may also transmit or permit the transmission of an additional preview showing to teachers on payment of 50% of the relevant programme fee.
- (c) For further payments of the programme fee a Company shall acquire the right to further pairs of two transmissions in all areas.
- (d) Where an artist is engaged under the provisions of Clauses 33, 35, or 36 above for a performance in a schools' programme or adult education programme, then the provisions of Clauses (b) and (c) above will apply except that the minimum programme fees shall be that specified in Clauses 33, 35 or 36 as appropriate.
- (e) In the event of payments for further transmissions being made as provided in (c) above, then the programme fee will be increased in line with the provisions set out in Clause 44, using the transmission date of the first of any pair of transmissions as the 'date of repeat'.
- (f) **Overseas Uses**

A Company may acquire the right to transmit or permit the transmission of all types of educational programme in educational broadcasting services overseas for the same percentage as set out in Clause 45 - Additional Uses. The programme fee for the purposes of calculating payment for additional uses will be 25 per cent of the programme fee as in (b) above.

41. TRANSMISSION AREAS

- (a) Payment of the programme fee specified in Clause 22 shall entitle a Company to transmit a programme once simultaneously or non-simultaneously in any combination of transmission areas totalling up to 25% of National Television Households (NTH).

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.

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

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

- (b) (i) Where a programme is transmitted in areas totalling more than 25% of NTH artists shall be paid proportionately as follows:

% of NTH in areas to which programmes transmitted	Payment
26% to 50%	twice programme fee
51% to 75%	three times programme fee
76% to 100%	four times programme fee.

- (ii) Channel 4 (including S4C) shall be deemed to be 100% of NTH.

- (c) Where the programme fee paid to the artist (including any performer) provides for first transmission in areas totalling less than 100% NTH, the Company shall be entitled to use the balance between the percentage of NTH paid to the artist in accordance with Clause 41(a) and 41(b) and the aggregate percentage of the areas to which the first transmission was made of his/her performance towards any further first transmission of that performance but the Company shall not be entitled to use any such balance towards any repeat transmission of that performance.

(d) Recordings in Sound Only

Payment of the programme fee in Clause 35(a) or 35(b) as appropriate shall entitle a Company to transmit the material once, simultaneously or non-simultaneously, over any or all the transmission areas in the United Kingdom. Transmission by Channel 4 (which may include S4C) shall attract an equivalent payment.

(e) Singers Performing Only Out of Vision

Payment of the minimum fee in Clause 33(a) shall entitle a Company to transmit a singer's performance once in areas totalling up to 25% NTH. For an additional payment a Company shall be entitled to transmit the singer's performance in any further areas (See Schedule C). Transmission by Channel 4 (which may include S4C) in any or all of the above areas shall attract an equivalent payment.

(f) One Day Engagements

- (i) The inclusive payment in Clause 36(a)(i) shall entitle a Company to transmit the artist's performance once, simultaneously or non-simultaneously, over any or all of the transmission areas in the United Kingdom. Transmission by Channel 4 (which may include S4C) shall attract an equivalent payment.
- (ii) Save for educational programmes, the inclusive payment in Clause 36(b)(i) shall entitle a Company to transmit the artist's performance once only, simultaneously or non simultaneously over any or all of the transmission areas in the United Kingdom. Transmission by Channel 4 (which may include S4C) shall attract an equivalent payment. (See Clause 40 for educational programmes).

42. USE OF EXTRACTS FROM RECORDINGS

(a) Extracts in all Programmes except Compilation Programmes

Extracts from recordings of an artist's performance, not exceeding four minutes in length, may be used in instructional, critical, magazine and similar programmes [not including any programme of an advertising nature] and such extracts not exceeding five minutes in length may be used in educational programmes on payment of a fee listed in Schedule C, for:

- (i) Extracts not exceeding one minute.
- (ii) Extracts exceeding one minute.

Extracts from recordings of an artist's performance may be used in all other programmes on payment of the same fees listed in Schedule C [except compilation programmes – see [b] below] providing the artist's consent has been requested and such consent has not been refused.

The consent of the artist must be obtained before using an extract which criticises or ridicules the artists performance or is of an explicitly sexual nature.

(b) Extracts in Compilation Programmes

Compilation programmes are programmes consisting substantially of extracts from previously transmitted programmes and celebrating the work of one artist or an established group of artists or a known programme series.

Extracts of any length may be used in compilation programmes providing the artist's consent has been requested and such consent has not been refused.

A negotiable fee shall be paid to each artist for the incorporation of the artist's performances in a compilation programme. The fee shall be no less than the Compilation Fee [Network] listed in Schedule C.

If a compilation is contracted and transmitted on a non-network basis and is made up of extracts of programmes that were originally contracted on a non-network basis then the fee shall be no less than the Compilation Fee [25% NTH] listed in Schedule C for each 25% NTH tranche required for non-network transmission.

43. FLASHBACKS/FLASHFORWARDS

If an extract from an artist's performance in a programme is incorporated into another programme as a flashback or flashforward, he/she will receive a payment as set out in Schedule C, according to whether the artist is engaged for the programme containing the extract and upon the length of the extract.

NB: For the purposes of continuity between one episode of a serial and another, up to one minute of the end of the previous episode may be shown at the beginning of the next episode without payment.

44. REPEATS

(a) Except as provided for in the transitional arrangements set out at (g) below, in respect of repeat transmissions payments to artists will be made as follows:

(i) (a) Repeats in peak-time hours:

In cases where transmission is scheduled to commence between 1800 and 2229 hours, a repeat within the UK shall attract payment calculated in accordance with the provisions of Clause 41(a) and (b) enhanced where appropriate using the formula in Clause 44(a)(i)(b) below.

(b) Enhancement formula:

Minimum programme fee specified in the ITV/Equity Main Agreement operative at time of repeat divided by minimum programme fee specified in the ITV/Equity Main Agreement operative at time of first transmission of the programme on any part of the ITV1 Network (or BBC1, BBC2, Channel 4 S4C or Five) multiplied by the artist's original agreed programme fee. (Subject to specific transitional arrangements see Schedule D).

(NB: Note also provisions of Clause 24(e) (Minimum Guaranteed Rate)).

(ii) Repeats in off-peak hours:

(a) Daytime off-peak hours

In cases where transmission is scheduled to commence between 0900 and 1759 hours artists shall be entitled to receive 50% of the payment specified in (i) above.

(b) Night time off-peak hours

In cases where transmission is scheduled to commence outside the hours specified in (i)(a) and (ii)(a) above artists shall be entitled to receive 25% of the payments specified in Clause 44(a)(i) above.

- (iii) Where the Company pays an artist (including any performer) for a repeat transmission of his/her performance the Company shall be entitled to use any balance between the percentage of NTH paid to the artist under tranche payment, in accordance with Clause 41(a) and 41 (b), and the aggregate NTH percentage of those areas to which the repeat transmission was actually made of his/her performance towards further repeat transmissions of that performance in any areas other than those in which the transmission has occurred and been paid for by that particular tranche payment ie no repeat payment can be credited to any further repeats in the same transmission area(s).

(b) Recordings in Sound Only

- (i) Notwithstanding the provisions of (a) above, in the case of material recorded under Clause 35(a) a repeat over any or all of the transmission areas in the United Kingdom of material recorded under Clause 35(a) shall be paid for at the agreed programme fee enhanced in accordance with the formula set out in Clause 44(a)(i)(b) above.
- (ii) Notwithstanding the provisions of (a) above, in the case of material recorded under Clause 35(b), Two Hour Voice-Over Session, a repeat over any or all of the transmission areas in the United Kingdom shall attract 100 per cent of the agreed session fee enhanced in accordance with the formula set out in Clause 44(a)(i)(b) above.

(c) Singers Performing Only Out of Vision

Notwithstanding the provisions of (a) above, in the case of material recorded under Clause 33: Singers Performing Only Out of Vision, each repeat shall attract a payment of 100 per cent of the original total recording fees together with any original network payment under Clause 41(e) where appropriate, enhanced in accordance with the formula set out in Clause 44(a)(i)(b) above.

(d) One Day Engagements

- (i) In the case of material recorded under Clause 36 - One Day Engagements, repeat payments in accordance with (a) above shall be calculated on the basis that the programme fee shall be equal to the inclusive payment made in accordance with in Clause 36(a)(i) or (b)(i) and 36(c).
- (ii) Payment of the appropriate repeat payment shall entitle the Company to repeat one or all of the episodes in which the artist's performance is included. In the event that not all of the episodes are repeated, the Company is entitled to repeat the remaining episodes at a subsequent date without further payment.

- (e) Payments for a repeat shall be made not later than seven days after the date of transmission of the repeat.

(f) Programmes Repeated Within A Week

In respect of programmes that are repeated within a week of first transmission, the repeat payments shall be 75% of the rates set out in clause 44 (a) to (d) above.

(g) Transitional arrangements

Notwithstanding the provisions of (a) above the minimum percentage by which a Programme Fee will be enhanced in respect of a repeat transmission during the currency of this Agreement and any future Agreements will be in accordance with the schedule set out in Schedule D, until overtaken by the normal operation of the enhancement formula as set out in Clause 44 (a)(i)(b) above.

(h) Review of Time Bands

The time bands set out in sub-clauses (a) (i) (a) and (a) (ii) (a) and (b) above shall be subject to a review by the Companies and Equity, to be concluded by 30 June 2005. The Companies shall provide all available data concerning transmissions of repeats in the time bands to inform the review. If as a result of this review it is agreed by both parties that these provisions have not resulted in additional payments to Equity members from additional scheduling of repeats, then both parties shall consider in good faith proposals from Equity for further changes as may be appropriate. If as a result of the review there is a failure to agree to continue with the time bands set out in sub-clauses (a) (i) (a) and (a) (ii) (a) and (b) above or on any further changes thereto, the time bands contained in the April 2002 ITV Equity Agreement shall apply after 30 June 2005.

45. ADDITIONAL USES

The Company may acquire, subject to the artist's appropriate consent not being withheld on the Form of Engagement, the right to use or permit the use of a recording of the artist's performance on payment as indicated below.

- (a) (i)** In the event that in accordance with the use provisions of this agreement an artist's performance is included in a programme broadcast simultaneously in both analogue and digital format then the simultaneous broadcasts shall be considered to be a single transmission for the purposes of this agreement.
- (ii)** The Company may permit the use of a recording of the artist's performance by BBC1 and BBC2 subject to the payments in Clause 44 dealing with repeats
- (iii)** Except as provided in (ii) above, the Company may use or permit the use of a recording of the artist's performance in any or all media in the UK (excluding broadcasts on ITV1, BBC1, BBC2, Channel 4/S4C and Five) or overseas on payment of a royalty on the basis set out in (a)(iv) below. Where the use of a recording of the artist's performance on any channel in the UK (excluding broadcasts on ITV1, BBC1, BBC2, Channel 4/S4C and Five) takes place 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 (a)(viii) below.
- (iv)** Subject to the above the royalty to artists will be 17% of gross receipts from programme sales divided between the artists in proportion to their original programme fees. In respect of those programmes where the aggregate original earnings of performers engaged under the Musicians' Union Agreement exceed the aggregate original earnings of artists engaged under this Agreement a royalty of 21% will be divided between the performers and artists in proportion to their original earnings.

Original Earnings of musicians and artists will include payments made under the MU and Equity Agreements with ITV Companies, but will exclude:

- (a)** Repeat payments, additional use royalty payments and in the case of programmes not originally transmitted in all Companies' transmission areas, subsequent payments for transmission in other Companies' transmission areas.
- (b)** Payments intended to reimburse actual expenditure incurred by an individual, including subsistence payments, travel payments and portage payments.
- (v)** An artist whose performance, incorporated in one or more episodes within an individual programme title, is transmitted by any UK broadcaster other than BBC1, BBC2, C4 (including S4C) Five, or ITV1, shall be entitled to an advance payment as specified below. This entitlement shall arise once only in respect of the use of any number of episodes incorporating that artist's performance within the same programme title by any number of such UK broadcasters.

The advance payment shall be £50 per artist, payable on the first sale to a UK secondary channel (other than broadcasts covered by (a)(viii) below).

The advance payment will be treated as an advance against royalty payments due to the artist in respect of the sale of episodes for broadcast incorporating his/her performance within the same programme title to a UK broadcaster other than BBC1, BBC2, C4 (including S4C) Five, or ITV1, and any subsequent sales of episodes incorporating his/her performance within the same programme title to any other broadcaster throughout the world.

- (vi) Where appropriate, an agreement may be reached between Equity and an individual Company on alternative arrangements to the royalty basis of payment set out in (iv) above. Specific provisions have been agreed to cover the pre-purchase of uses in particular territories in connection with a co-production arrangement. See Clause 46 below.

(vii) Non-Arms Length Sales

In circumstances where a 'purchasing' company controls more than 25% of the equity of a 'selling' company, or vice versa, or where a third party controls more than 25% of the equity of both or where two or more shareholders of a 'purchasing' company control more than 25% of the equity of the purchasing company and control more than 25% of any selling company then the sale will be subject to the following procedures:

The selling Company will inform Equity of any 'non arms length sales' it has concluded. If Equity considers that the sales price associated with any such sale is not in line with open market prices it may query the matter with the selling Company. A meeting between Equity and the selling Company may be held at the request of either to resolve the matter. If the matter is not resolved the question may be referred by either party to an independent arbitrator agreed between Equity and the Company.

In the event that a sales price was successfully disputed the royalty payments to each artist would be recalculated on the basis of the agreed or arbitrated sales value.

The Companies agree to inform Equity as soon as practicable of any shareholdings in potential programme purchasing companies that would fall within the 'non arms length' definition above.

The Companies and Equity shall enter into discussions to agree a mechanism for the Companies to supply relevant details of all secondary sales to an expert, neutral third party who would be able to produce analyses of market prices that would inform any discussions between Equity and a Company, or any arbitrator's considerations.

(viii) Showcase Premieres

- (a) This clause relates to programmes made primarily for UK terrestrial channels. Arrangements in respect of programmes made primarily for UK non-terrestrial channels must be discussed between the Companies and Equity.
- (b) A Company may make or licence others to make 3 Showcase Premieres for a payment of 25% of the negotiated programme fee to each artist;
- (c) A Company may make or licence others to make one Showcase Premiere for a payment of 10% of the negotiated programme fee to each artist, subject to a minimum non-recoupable payment to each artist of £50;
- (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 non-terrestrial channel or channels within the same ownership group prior to any transmission of that programme on ITV1, BBC1, BBC2, Channel 4/S4C or Five;
- (e) If the normal transmission pattern of a series on ITV1, BBC1, BBC2, Channel 4/S4C 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 non-terrestrial channel as a service to regular viewers, then the above payments shall not apply, and the non-terrestrial channel transmission shall be regarded as a secondary sale with artists remunerated as set out in (a)(iv) above.

- (b) For the purposes of this Agreement 'all media' is defined as inclusive of any and all means of distribution, transmission or exploitation now known or hereafter developed including (but not by way of limitation) cable television, videograms, satellite broadcasting, terrestrial broadcasting, non-theatric and closed-circuit television* whether in the UK or overseas, excepting only original transmissions and repeats on ITV1 BBC1, BBC2, Channel 4/S4C and Five and theatric rights. Payments in respect of transmissions on ITV1 BBC1, BBC2, Channel 4/S4C and Five will continue to be made in accordance with the relevant Clauses of this agreement.

* For definitions of Non-theatric and Closed Circuit Television see Appendix B

- (c) Notwithstanding the provisions of (a) above, in the case of recordings in sound only (see Clause 35) a Company 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 and in all territories overseas, on payment of 150 per cent of the appropriate programme fee in Clause 35(a).

OR alternatively

- (ii) In any or all media in all territories overseas, on payment of 100 per cent of the appropriate programme fee in Clause 35(a).

- (iii) In the case of material recorded under Clause 35(b) - Two Hour Voice-Over Session, the basis for the calculation of payments of additional uses shall be 100 per cent of the programme fee.

- (d) Notwithstanding the provisions of (a) above, in the case where artists booked under the terms of this agreement appear in a dramatic insert that provides only a minor ingredient in a feature or documentary or other predominantly factual programme, a Company 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 and all territories overseas, on payment of 150% of the negotiated programme fee OR

- (ii) In any or all media in all territories overseas, on payment of 100% of the negotiated programme fee.

The rights acquired do not extend to repeats on the existing terrestrial channels, BBC1, BBC2, ITV1, Channel 4/S4C, and Five.

- (e) In the case of material recorded under Clause 33: Singers Performing Only Out of Vision, payments for additional uses other than repeats shall be calculated on the basis that the programme fee shall be one half of the session fee in Clause 33(a), subject to a minimum payment as stated in Schedule C.

- (f) In the case of material recorded under Clause 36: One Day Engagements, payments for additional uses other than repeats shall be calculated on the basis that the programme fee is the inclusive payment in Clause 36(a)(i) or (b)(i). In the case of Clause 36 (a)(i) payment of the appropriate rate shall entitle the Company to use or permit the use of one or all of the episodes in which the artist's performance is included. In the event that not all of the episodes are included in the original sale, the Company is entitled to use or authorise the use of the remaining episodes at a subsequent date without further payment.

- (g) Notwithstanding (a) to (e) above, in accordance with the Agreement between Equity and the Service Sound and Vision Corporation, a Company shall acquire the exclusive right to transmit or licence the transmission of a recording of the programme, without restrictions, by the Service Sound and Vision Corporation without making any additional payment to the artist.

- (h) Except in the circumstances indicated in the proviso below, any royalty payments due to artists in accordance with the agreement will, subject to the recoupment of advance payment in accordance with (45(a)(iv)) above, be paid not later than 28 days after the end of the six month period in which the relevant sales receipt was received by the Company, except where the payment due to the artist is less than £5, in which case the amount will be carried forward to the following payment period. In the event that the sales revenue is received in instalments then the agreed royalty percentage will be calculated and paid on receipt of each instalment.

A statement will be issued to each artist at the end of any payment period in which there has been activity on his/her account.

PROVIDED THAT

- (a) The Company shall not be liable for any payments for transmission that are not authorised by it or where the right to payment is suspended or abrogated by operation of law, but in the case of the suspension during such period of suspension only. But the Company shall take such steps as are reasonable in the circumstances to prevent unauthorised transmissions and to recover compensation therefore. In the event that the Company recovers such compensation, the Company's liability to the artist shall be limited to such amount as shall be determined by reference to the net amount of such compensation after deduction of legal charges and other expenses by agreement between the Company and Equity or, failing such agreement, by the Award of a single arbitrator who, in default of agreement, is to be appointed by the then President of the Law Society.
- (b) It is agreed between the parties that the Company shall use its reasonable endeavours to procure payment from its purchaser and shall take all steps as shall be reasonable upon the advice of its legal advisers in the territory concerned to recover monies due. In the event of a portion only of the monies due to the Company being recovered either by action or upon the liquidation of the Purchaser Company or the compounding of any debt, then the artist shall receive the same proportion of the amount due to him/her as the sum recovered by the Company compared to the total sum due to the Company.
- (c) The Company shall not be obliged to make payment to the artist in any case where by reason of the imposition of a currency or similar control by an overseas territory from which the payment is due, such imposition occurring after the disposal by the Company of the right to transmit the artist's performance in the territory concerned, the monies due to the Company shall be withheld or become payable only in the overseas territory, but in such latter eventuality use of such monies by or for the purpose of the Company or of any person, firm or corporation associated with the Company shall be deemed to be receipt of such monies by the Company.
- (d) The Company will on reasonable notice permit auditors appointed by agreement between the ITV Network Centre and Equity reasonable access to its records for the purposes of verifying that payments due under this agreement have been properly paid.

46. CO-PRODUCTIONS AND PRE-PURCHASE OF USES

- (a) In cases where an overseas co-producer is investing in a production for which artists are engaged under the terms of this Agreement, and in return for which pre-cleared rights to use the programme in specific areas are required to be delivered to the co-producer and therefore the royalty provisions of 45(a) are not practical then the following provisions will apply.
- (b) Provided payment is made in accordance with the provisions of 46(g) below the Company may permit the unlimited use of a recording of the artist's performance in the designated area(s) for a period of seven years from the first transmission. The designated areas will be set out on the artist's form of engagement. Further tranches of 7 years use in the same designated area(s) may be purchased by the original co-producer provided further payment(s) at the level specified in 46(g) below are made at any time prior to the commencement of each extended period.
- (c) Upon expiry of the pre-purchased 7 year period, or any extension thereof, further sales of the programme in the designated area(s) concerned may be made, subject to the provisions of Clause 45 above.
- (d) An 'overseas co-producer' means a co-producer whose principal business base is outside the UK. These arrangements therefore will cover co-producers who have some commercial presence within the UK, but not a principally UK based organisation which may have an office overseas.
- (e) These arrangements will not apply, except by separate agreement with Equity, in circumstances where the co-producer controls more than 25% of the equity of the ITV producing Company or vice-versa or where a third party controls more than 25% of the equity of both.

- (f) The ITV producing Company will inform Equity of any co-production involving the use of these pre-purchase arrangements as soon as practicable and in any event prior to offering contracts to any artists.
- (g) The designated areas to which this Clause can be applied are set out below together with the relevant pre-purchase calculator percentage. The percentages shown shall be applied to the individual artist's negotiated programme fee for 25% NTH (see Clause 41(a)). In the case of stunt performers and coordinators, singers out of vision, engagements for recordings in sound only, weekly or daily engagements, the percentages shown shall be applied to the fee used as the basis for additional use payments as set out in Clause 45.

Designated Area	Pre-Purchase %
(i) North America	
Major Commercial Network (ABC, NBC, CBS)	600 ex syndication 650 inc syndication
Minor Commercial Network	225 ex syndication 275 + syndication
Major Pay TV (HBO, Showtime)	150
Minor Pay TV	100
PBS	80 ex syndication 120 inc syndication
Basic cable (includes A+E)	50
Syndication	130
Video Exploitation in the USA	20
(ii) Europe	
a) Whole	200
b) Western	175
c) Eastern	25
German Speaking World (Germany, Austria, Switzerland)	100
French Speaking World (France, Monaco, Switzerland, Belgium, French Canada, French speaking R of W)	60
Spanish Speaking World (Spain, Spanish Central and South America)	30
Australasia	40
(iii) Videograms - Rest of World	20

- (h) In the case of a co-production the Company may, as an alternative, engage artists under the terms of the Equity/PACT Television Production Agreement.

47. USE OF PERFORMANCES

- (a) The Company shall have the right to use 'stills' photographs or other reproduction of the artist and his/her performance for its own promotion activities, those of ITV1 and any other channel wholly-owned or operated by any of the Companies, , and in the programme.

- (b) The Company undertakes not to use or authorise the use of 'stills' photographs or other reproduction of the artist and his/her performance for commercial or merchandising purposes without the prior consent of the artist.
- (c) Subject to (a) and (b) above, a Company shall not without the consent of Equity use an artist's performance or the whole or any part of any recording thereof or any individual photograph of the artist's performance or work in rehearsal for any purpose not provided for in this Agreement or an agreed variation thereof, and a Company shall take such steps as are reasonably open to it to prevent such use by any third party.

The Companies undertake that no licence or assignment of a Company's rights in favour of any third person shall grant or assign or purport to assign rights in respect of the artist's performance in excess of the rights granted to the Company by this Agreement.

- (d) The Company shall have the right to make a recording of any rehearsal or performance and (without additional payment) to use the recordings so made for a Company's private and internal purposes. Recording of performances only may additionally be used for purposes that are promotional and non-remunerative. Any extension of these uses shall be made with the prior agreement of Equity.

48. ASSIGNMENT

The Company 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 Company under this agreement and under the artist's form of engagement. The artist shall thereupon render service to the assignee and shall look primarily to the assignee for fulfilment of the Company's obligations, but as between the artist and the Company the Company shall not be released from any of the obligations imposed on the Company 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 not been fulfilled by the assignee.

The Company agrees that, in the event of an assignment or partial assignment of the copyright in the programme to a third party assignee, the Company will also assign all rights and obligations under this agreement to the assignee including the obligation to make all subsequent use payments in accordance with the agreement. The Company 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 assignment. In the absence of the incorporation of these clauses in such assignments the Company and/or previous assignee shall remain liable to the artist.

49. MEETING FACILITIES

A Company shall, at such times as are acceptable to the local management, offer all reasonable facilities for:

- (a) Meetings of members of Equity engaged in the studios, normally in the members' own time.
- (b) A full-time accredited official of Equity to visit members on the Company's premises.

50. PROCEDURE FOR THE SETTLEMENT OF DISPUTES

- (a) (i) Any dispute arising between an individual artist and a Company shall be dealt with, failing settlement, by reference to a Joint Standing Committee composed of representatives of Equity and the Companies.
- (ii) Failing settlement the question shall be referred to two arbitrators, one to be nominated by the Company and the other, to be appointed by the artist, shall be nominated by Equity, the arbitrators so nominated shall appoint an umpire. Their decision shall be binding on both parties. This procedure, however, shall not affect or restrict the right of either party in such a dispute to apply to the courts for relief by way of injunction.
- (b) (i) Any dispute arising between Equity and a Company shall, failing settlement, be referred to the Joint Standing Committee referred to under (a) above.
- (ii) Failing settlement the dispute may be referred to a form of arbitration jointly agreed the decision of which shall be binding on both parties.

51. DISPUTES ABROAD

In the event of an official withdrawal of labour in television in any of the countries to which this Agreement applies, by performers of the type to which the Main Agreement applies, the Company will, at the written request of Equity, refrain from making any new agreements to supply programmes to which this Agreement applies, to that country during the continuance of the stoppage of work. Provided that such new arrangements may be made if a condition is contained in them, and enforced, that the programme shall not be transmitted during the period of stoppage.

52. PENSIONS

- (a) Where the artist is a member of the pension scheme a Company will contribute 5% of an artist's programme fee in respect of any engagement subject to a maximum of 3 times the minimum programme fee current at the time of engagement, provided that the artist makes a contribution equivalent to 50% of the Company's contribution. The artist's contribution will be deducted from payments due and together with the Company's contribution will be remitted direct to the pension fund.

- (b) If the number of weeks of an artist's engagement is greater than the number of programme fees payable, then a Company will contribute according to the following formula:

Company's contribution = 5% of total aggregate programme fees of an artist divided by number of weeks of engagement

The Company's contribution will be made for each week of engagement, subject to a maximum of 5% of 3 times the minimum programme fee current at the time of engagement. The Company's contribution in aggregate over the duration of an engagement will be subject to a minimum of 5% of 3 times the minimum programme fee current at the time of engagement. The artist shall make a contribution equivalent to 50% of the Company's contribution.

Example 1: programme fee £700 for 3 week engagement. Pension contribution = 5% of £700/3 = £11.67 per week. This amounts to £11.67 x 3 = £35 over the duration of the engagement, which is less than the minimum of 5% of 3 times the minimum programme fee, so the total pension contribution in this case would be uplifted to £54.90 (i.e. 5% of 3 times the minimum programme fee of £366) or £18.30 per week.

Example 2: programme fee £2,000 for 3 week engagement. Pension contribution = 5% of £2,000/3 = £33.33 per week. This amounts to £33.33 x 3 = £100 over the duration of the engagement, which is more than the minimum of 5% of 3 times the minimum programme fee, so the pension contribution in this case would be £33.33 x 3 = £100 over the duration of the engagement,

Example 3: programme fee £7,000 for 3 week engagement. Pension contribution = 5% of £7,000/3 = £116.67 per week. This is more than the maximum of 5% of 3 times the minimum programme fee, so the weekly pension contribution in this case would be capped at £54.90 (i.e. 5% of 3 times the minimum programme fee of £366).

- (c) The Companies confirm that the existence of the pension scheme will not be used to undermine negotiations of an artist's programme fee.

53. UK NEW BROADCASTER PRODUCTION

In circumstances where an ITV Company and one or more other UK broadcasters (other than another ITV Company, BBC1, BBC2, Channel 4/S4C or Five) co-commission a programme then the Companies will apply the following terms:

- (a) The terms of this Agreement will apply, except that the programme fee will be no less than the minimum network fee.
- (b) Transmissions over any part of the ITV1 Network will be in accordance with the provisions of Clause 41 and repeat transmissions on any part of the ITV1 Network will be in accordance with the provisions of Clause 44.
- (c) Transmissions by any single co-commissioner 'new' broadcast operator will require the allocation of one or more 25% NTH tranches. Each 25% NTH tranche will entitle the new broadcast operator to use the programme on up to three transmission days with a maximum of 4 transmissions in any one day.

Repeat transmissions (ie any transmissions in excess of those covered by the relevant initial 25% tranche or tranches) may be made provided a further payment equivalent to that due under Clause 44 in respect of up to 25% NTH is made. Such further payment shall entitle the new broadcast operator to use the programme on up to three transmission days with a maximum of 4 transmissions in any one day.

It is recognised that a "single 'new' broadcast operator" may involve a number of relays of the same scheduled service signal on a time shifted basis across a number of linked digital channels to provide a near video on demand service. The limitation on the number of transmissions above shall not limit the operation of such services. Equity and the Companies commit to good faith discussions on any issues of practical application that arise from the above.

- (d) Additional uses by other than any of the co-commissioners will be in accordance with the provisions of Clause 45.
- (e) Low budget productions commissioned by 'new' broadcasters are not covered by the above arrangements. In such cases arrangements will be the subject of further discussion with Equity.

54. FORUM

- (a) The Companies and the Union agree to establish a Forum as soon after the signature of this Agreement as possible.
- (b) 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.
- (c) The purpose of the Forum shall be to act as a body for the discussion of issues of general concern to the Companies and the Union and its 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 Companies and the Union, and provide opportunities for the Companies and the Union to act together to promote successful British television production.
- (d) The Forum shall meet no less than twice a year.

55. CLAIMS FROM FOREIGN COLLECTING SOCIETIES – QUIT CLAUSE

- (a) Where in respect of performances contracted in accordance with this Agreement an artist is entitled by law to receive from domestic or foreign collecting societies equitable remuneration or other forms of income additional to that arising under this Agreement nothing in this Agreement shall prevent the artist from laying claim thereto. An artist shall not be obliged to account to a Company for any such income to which the artist is entitled.
- (b) For the avoidance of doubt, unless specified elsewhere in this Agreement, no artist shall be entitled to any equitable remuneration or other forms of income which a Company is entitled to receive whether as a producer and /or broadcaster or otherwise from domestic or foreign collecting societies, and no Company shall be obliged to any artist for any such income.
- (c) Such income includes but is not limited to equitable remuneration in respect of the off air recording right, the cable retransmission right, 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.
- (d) No artist will make any claim against any Company that shall arise from any failure by the artist or any organisation which 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.
- (e) A Company is authorised to disclose all necessary information about an artist to a relevant collecting society so as to assist such collecting society to identify those entitled to receive the money it collects.

SCHEDULE A

Form of Engagement

1. A contract made (date) incorporating the terms and conditions of the Agreement currently in force between Equity and the ITV Companies (The Main Agreement) between

.....
.....

Address.....
.....

(hereinafter called 'the Company') of the one part,
and.....
(hereinafter called 'the Artist') of the other part,

whereby

The Company engages the Artist, who accepts the engagement, to appear in the following programme/programmes.....
.....

2. Period of Engagement

From.....
To.....
Additional information.....
.....

3. Fees

(a)	Programme fee Daily/Weekly rate (delete appropriately)	(i) First 25% of NTH	£
			
		(ii) Additional guaranteed tranches of NTH	
		 Total guaranteed Programme fees/ Daily/Weekly rates	 _____

NB: If less than the full network is guaranteed the Company shall be entitled to transmit the Artist's performance in other areas on payment of the appropriate proportion of the programme fee (except in the case of Channel 4). Where payment is guaranteed for more than the minimum transmission area the areas guaranteed and their combined NTH value should be inserted under the heading Additional Guaranteed tranches of NTH and the guaranteed programme fees/weekly rates totalled.

- (b) (i) Singers Out of Vision
- Transmission Area £
- Session fee
- Network Supplement
- Total fee _____
- (ii) Artists Recording in Sound Only
and Post-Synchronisation
- Session Fee
- (c) Programme fee
(schools)
- (d) Engagements under the Stunt Performers and Stunt Coordinators Appendix
- Agreed Daily Rate
- Basis for Repeats
- NB:** Delete (a), (b), (c) or (d) above as appropriate.

4. Pensions

Member of Equity Personal Pension Scheme.

if yes - pension scheme membership Number

Yes	
No	

[Note: It is the Artist's responsibility to supply this essential information]

Amount of pension contribution per programme to be forwarded to Hencilla Canworth First Act Insurance, administrators of the Equity Personal Pensions Scheme calculated in accordance with clause 52.

= £ _____

5. Time of Payment

- (a) Rehearsal payments (excluding overtime) shall be made not later than the Friday of the week in which the rehearsals take place.
- (b) Payment of all other monies in respect of work performed by the Artist, but excluding the programme fee, shall be made not later than the Friday following the week in which the work takes place.
- (c) Payment of the programme fee shall be made not later than the Friday following the week in which the Artist completes his /her work in the programme.
- (d) Except that, in the case of engagements for more than one programme, over a period of more than three weeks, the time of payment of each programme fee shall be made at the times specified below:
- Number of programmes.....
- Date of payment of each programme fee
-
- (e) Transport and subsistence (unless provided by the Company) shall be paid for in advance.

6. Settlement of Disputes

Any dispute arising in respect of this contract shall be settled in accordance with the procedure for the settlement of disputes set forth in the Agreement between Equity and the Company.

7. Billing

.....

8. Exceptional Requirements of Particular Engagements

.....

.....

9. I accept the engagement on the terms herein contained (as deleted/amended)

(i) I hereby authorise the Company to pay the pension contribution specified in Clause 4 above direct to First Act Insurance, administrators of the Equity Personal Pension Scheme, such sum to be credited to my personal pension fund by Hencilla Canworth First Act Insurance, and declare that the receipt of Hencilla Canworth First Act Insurance shall be good and valid discharge of all persons paying such monies to them.

(ii) I hereby authorise my Agent.....

.....
to collect and receive all monies payable to the Artist under the terms of this contract, save the pension fund contribution, if any, specified in Clause 4, and declare that the receipt of the said Agent shall be a good and valid discharge of all persons paying such monies to them.

(iii) I agree to and give every consent necessary under The Copyright, Designs and Patents Act 1988 or any amendment to or replacement thereof for the use world-wide of my performance but only as provided for in the Main Agreement and in any other agreement current at the time of such use between the Companies and Equity in relation to any means of distribution now known or hereafter developed.

Artist's Signature.....

For and on behalf of the Company.....

Date.....

NB: Counterpart to be signed and returned to the Company within four days.

SCHEDULE B

Standard Centres and Radii for the Purpose of Applying Clause 27 (Transport)

Town	Centre	Radius
London	Charing Cross	10 miles
Birmingham	Town Hall	7 miles
Manchester	Public Library	7 miles
Glasgow	George Square	7 miles
Belfast	City Hall	7 miles
Cardiff	Town Hall	7 miles
Southampton	Civic Centre	7 miles
Plymouth	City Centre Building	7 miles
Carlisle	Town Hall	7 miles
Aberdeen	Town Hall	7 miles
Newcastle-upon-Tyne	White Cross	7 miles
Norwich	City Hall	7 miles
Bristol	St. James Barton Roundabout	7 miles
Leeds	Town Hall	7 miles
Nottingham	Council House	7 miles
Maidstone	Town Hall	7 miles

SCHEDULE C

Rates of Payment

Clause No.	Title	Payment Effective from 1 April 2007
		£
11.	BROADCASTS OF THEATRICAL PRODUCTIONS	
(d) (i)	News Access, over 2 minutes	27.79
(d) (ii)	Magazines, Feature, Documentary: Up to 3 minutes	41.93
	3 - 5 minutes	63.94
17.	FLYING OR BEING LIFTED ON HOISTS	34.12
20.	ATTENDANCE DAYS	
(a) (i)	Attendance Days in the Studio or Rehearsal Room: Daily Payment	55.53
(a) (ii)	Attendance Days on Location: Daily Payment	55.53
(c)	Seventh Day Payment	83.43
	Overtime, per quarter hour, for hours worked in excess of the normal working day	8.90
	Subject to Overtime, per quarter hour, for hours worked in excess of 11 hours per day	17.80
(h) (i)	Travel to/from location, per day	40.67
(h) (ii)	Travel on the day before or after an engagement	40.67
	Breaks between work on location and start of rehearsals: Per week (to maximum of 6 weeks)	101.66
	Per day (to maximum of 5 days in one week)	20.31
NB:	Attendance on Christmas Day, Boxing Day, New Year's Day shall be paid at double time (2T). Attendance on any other day of Public Holiday shall be paid for at one and one-half times (1.5T).	
21.	STANDBY DAYS	
	Standby Days	40.67
22.	PROGRAMME FEE	
(b) (i)	Minimum Single Area Programme Fee	100.00
	Minimum Network Programme Fee	400.00
(b) (ii)	Singers in Groups, Programme Fee	74.31
(b) (iii)	Choreographer, Programme Fee	200.11
	Assistant Choreographer, Programme Fee	150.04
(b) (iv)	Individual Variety Artist, Performing Speciality Acts, Programme Fee	200.11
NB:	The minimum Programme Fee entitles a Company to transmit a programme once simultaneously or non-simultaneously in those areas totalling up to 25% of National Television Households (NTH).	

23.	MINIMUM PAYMENTS	
(a)	(i) Singers in groups of nine or more	98.55
(a)	(ii) Choreographers, Minimum Payment	394.70
(a)	(iii) Variety Artist, Performing a Speciality Act, Minimum Payment	343.38
(b)	Dancers Supplements	
	Between 1 and 11 consecutive days	53.07
	Between 12 and 18 consecutive days	115.53
	Between 19 and 25 consecutive days	231.34
	Between 26 and 32 consecutive days	347.33
	Between 33 and 39 consecutive days	462.79
	More than 39 consecutive days	578.32
(d)	Single Area Engagements	
	For two days work	213.16
	For three days work	263.44
	For four days work	312.80
	For five days work	345.73
24.	GUARANTEED MINIMUM RATE	475.89
25.	POST-SYNCHRONISATION	
	Per session	265.57
26. (a)	TRAILERS	52.58
29.	CLOTHING AND BODY MAKE-UP	
(b)	Evening Dress - Hire per day	27.30
(c)	Costume/Wig Fitting Per day other than a Rehearsal Day or a Production Day	34.94
30.	PHOTO CALL	
	Per 3 hours other than on a Rehearsal or a Production Day	37.46
32.	HOLIDAYS NOT TAKEN DURING THE PERIOD OF ENGAGEMENT	
	Minimum payment for one complete day of holiday accrued but not taken	109.20
	Daily Holiday Accrual Rate	9.60
33.	SESSION SINGER O.O.V. (3 hour session)	
(a)	Minimum Programme Fee	124.17
	Overtime, per hour	35.87
	Prior Rehearsal, per hour	25.60
(b)	Rehearsal Day, per hour	25.60
NB:	Extended transmission areas (see also 41(e) Additional Fee)	71.91
NB:	Minimum basis for Additional Use Payments (see also 45(d))	88.94
(d)	Minimum Programme Fee for 16 or more singers	117.94

35.	RECORDING IN SOUND ONLY	
(a)	Four Hour Session	
		185.26
(i)	Per session (1- 6 programmes)	278.51
	Per session (1-13 programmes)	35.55
	Overtime, per hour	
(ii)	Per session	523.92
	Overtime, per hour	35.55
(b)	Two Hour Session	108.11
36.	ONE DAY ENGAGEMENT	
(a)	Payment	577.94
(b) (i)	Payment	214.03
(ii)	Overtime, per quarter hour or part thereof	34.78
37.	WEEKLY RATE	
(b)	Proportion of NTH up to 25%	552.88
	Between 26% and 50% NTH	720.72
	Between 51% and 75% NTH	877.86
	Between 76% and 100% NTH	1051.43
(c)	Overtime, per quarter hour, for hours worked in excess of the normal working day	8.90
	Subject to Overtime, per quarter hour, for hours worked in excess of 11 hours per day	17.80
	Work on sixth day	55.53
	Work on seventh day	83.43
38.	DUMMY RUNS/PILOT PROGRAMMES	94.84
40.	EDUCATIONAL PROGRAMMES	
(b)	Minimum Programme Fee, 'Schools' and Adult Education	399.77
42.	EXTRACTS	
[a]	Up to one minute	31.18
	Over one minute	37.08
[b]	Compilation fee [network]	277.97
	Compilation fee [25% NTH]	69.50
43.	FLASHBACKS/FLASHFORWARDS	
	Where the artist is engaged for the programme into which the flashback/flashforward is incorporated:	
	Up to one minute	27.74
	Between one and two minutes	40.08
	Over two minutes	53.67
	Where the artist is not engaged for the programme into which the flashback/flashforward is incorporated:	
	Up to one minute	29.65
	Between one and two minutes	43.30
	Over two minutes	58.86

APPENDIX A
STUNT PERFORMERS AND STUNT COORDINATORS

Minimum Daily Rate (minimum two days)	263.78
Costume Fitting:	
Calls up to 3 hours	65.96
Calls over 3 hours	131.91

SCHEDULE D

Year of original transmission	Minimum Programme Fee at date of original transmission	Programme fee to be enhanced by this percentage
1970	40	915%
1971	40	915%
1972	40	915%
1973	40	915%
1974	40	915%
1975	53	691%
1976	53	691%
1977	60	610%
1978	80	458%
1979	90	407%
1980	120	305%
1981	138	265%
1982	150	244%
1983	164	223%
1984	172	213%
1985	186	197%
1986	200	183%
1987	212	173%
1988	224	163%
1989	224	163%
1990	250	146%
1991	250	146%
1992	280	131%
1993	287	128%
1994	293	125%
1995	293	125%
1996	312	117%
1997	325	113%
1998	338	108%
1999	344.8	106%
2000	344.8	106%
2001	344.8	106%
2002	350	105%
2003	350	105%
2004	366	100%

SCHEDULE E

ITV Companies

1. Anglia Television Limited
Anglia House Norwich NR1
3JG Company number:
955957 ("Anglia")
2. Border Television Limited
Television Centre
Carlisle CA1 3NT
Company number: 654206
("Border")
3. Carlton Broadcasting Limited
The London Television Centre
London SE1 9LT
Company number: 2455642
("Carlton")
4. Central Independent Television plc
The London Television Centre
London SE1 9LT
Company number: 1490357
("Central")
5. Channel Television Limited
Television Centre
La Pouquelaye
St Helier
Jersey JE1 3ZD
Company number: 35714
("Channel")
6. Grampian Television Limited
200 Renfield Street
Glasgow
G2 3PR
Company number: 35733
("Grampian")
7. Granada Television Limited
Quay Street
Manchester
M60 9EA
Company number: 840590
("Granada")
8. HTV Group Limited
Culverhouse Cross
Cardiff CF5 6XJ
Company number: 1212160
("HTV")
9. LWT (Holdings) Limited
The London Television Centre
London SE1 9LT
Company number: 2431623
("LWT")
10. Meridian Broadcasting Limited
Television Centre
Southampton SO14 0PZ
Company number: 2519552
("Meridian")
11. Scottish Television Limited
200 Renfield Street
Glasgow G2 3PR
Company number: 172149
("Scottish")
12. Tyne Tees Television Limited
The Television Centre
City Road
Newcastle upon Tyne
NE1 2AL
Company number: 598781
("Tyne Tees")
13. Ulster Television PLC
Havelock House
Ormeau Road
Belfast BT7 1EB
Company number: NI 4230
("Ulster")
14. Westcountry Television Limited
Western Wood Way
Langage Science Park
Plymouth PL7 5BG
Company number: 2495073
("Westcountry")
15. Yorkshire Television Limited
The Television Centre
Leeds LS3 1JS
Company number: 899713
("Yorkshire")

APPENDIX A

STUNT PERFORMERS AND STUNT COORDINATORS

1. Except as varied herein, all the provisions of the Main Agreement except Clauses 20, 21, 22, 23 shall apply to the engagement of Stunt Performers and Stunt Coordinators.
2. A 'fight' shall be deemed to be a stunt on the understanding that a fight is defined as a special performance involving two or more people using fists, implements, or weapons, which requires choreography and supervision for safety.
3. It shall be the policy of the companies to offer engagements as Stunt Coordinators and Performers only to suitably qualified and experienced performers, except in the following cases:
 - (a) Where an artist whose part includes a stunt, wishes to perform the stunt personally, or
 - (b) Where the established double for an artist is required to perform a stunt, or
 - (c) Where there is an emergency or last minute requirement involving a stunt other than a featured stunt eg the extension of a brawl.

A copy of the Joint Industry Register of Stunt Performers and Coordinators is available on request from the Equity office.

4. ENGAGEMENTS

- (a) A Company shall not enter into or authorise any Form of Engagement with a Stunt Performer or Coordinator, or employ any method of offering such an engagement which requires as a condition of obtaining, accepting or carrying out that engagement that a commission or fee becomes payable to any third party. (This shall not be taken as preventing a Company from approaching a Stunt Coordinator or Performer via his/her personal agent or manager).
- (b) The Form of Engagement shall specify whether the engagement is for work as a Stunt Performer and/or Stunt Coordinator.

5. FEES

(a) Daily Rates

Stunt Performers and Coordinators shall be engaged by the day at a negotiated rate subject to a minimum daily rate (see Schedule C) that shall entitle a Company to require the Performer or Coordinator to work on not more than one programme or one episode of a series, serial or programme of a similar format on one day. Stunt Coordinators should normally receive an appropriately higher negotiated daily rate than that paid to Stunt Performers.

The daily rate may be suitably enhanced by negotiation in recognition of such of the following factors as are applicable:

- (i) Whether or not stunt arranging is required.
- (ii) The nature and number of any stunts to be performed.

When additional payments in respect of such enhancement are agreed after the original contract has been issued calculations for repeat and additional use payments shall be based on the amended negotiated daily rate.

(b) Multi-Episodic Production

- (i) Stunt Performers and Stunt Coordinators may be required to work on more than one episode of a programme on one day, in which event the negotiated daily rate or minimum payment as applicable shall be multiplied by the number of episodes on which work takes place.

- (ii) Notwithstanding the provisions of Clause 5(b)(i) Stunt Performers and Stunt Coordinators may be required to rehearse more than one episode of a programme on one day, in which event such a day shall attract payment of twice the negotiated daily rate or minimum payment as applicable, irrespective of the number of episodes rehearsed.
- (iii) Stunt Performers and Stunt Coordinators shall be engaged for one or more days of work and such engagements may be either continuous or discontinuous. A discontinuous engagement shall be one in which continuous periods of work are interspersed by gaps during which the Stunt Performer or Stunt Coordinator shall not be required to render services.

(c) Minimum Payments

Notwithstanding the minimum daily rate above the minimum payments shall be as follows:

- (i) An engagement of one day only to work on one programme or episode of a programme shall be subject to a minimum payment of twice the negotiated daily rate.
- (ii) In the case of discontinuous engagements each period of work within such engagement consisting of one day only to work on one programme or one episode of a programme shall similarly be subject to a minimum payment of twice the negotiated daily rate.

(d) Reconnaissance

In the case of a scripted or pre-arranged stunt, where the Company has requested an inspection of the site by the Performer or his/her authorised representative, on a day to be agreed with the Company, this shall attract payment of the negotiated daily rate, but shall not be subject to the minimum payment under Clause 5(c) above. This payment shall not apply in the case of an inspection the day before a one day engagement in respect of which twice the daily payment is made under Clause 5(c).

(e) Public Holidays

In the event that a Stunt Performer or Stunt Coordinator is required to render services (other than under the provisions of Clause 5(d) above) on Christmas Day, Boxing Day, or New Year's Day this shall attract payment of twice the negotiated daily rate. Work on other Public Holidays shall attract payment at the rate of one and one-half times the negotiated daily rate.

(f) Nightwork

In the event that the Stunt Performer or Stunt Coordinator is required to undertake nightwork as defined in the Main Agreement this shall attract payment at the rate of one and one-half times the negotiated daily rate.

(g) Costume Fitting

In the event that a Stunt Performer or Stunt Coordinator is required to attend for costume and/or wig fittings on a day other than a day of rehearsal or production a payment shall be made of a specified amount listed in Schedule C.

(h) Travel

If a stunt artist is required to travel to and from a studio or location outside the contracted period of engagement a payment shall be made at the rate of half the negotiated daily rate. In the case of single day engagements the contracted period of engagement shall be deemed to be two days.

6. WORKING HOURS

- (a) (i) Hours of work in the studio shall consist of up to nine hours during which time rehearsal and/or recording may take place and two meal breaks of one hour each shall be given.
- (ii) Hours of work on location shall consist of up to ten hours during which time eight hours of rehearsal and/or recording may take place. In addition to the eight hours of work one meal break of one hour and up to one hour of travelling time shall be allowed.

- (b) 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 ten hours. Any reduction below ten hours may only be made in the case of an emergency that would prevent the job being completed. Any reduction below 12 hours shall be subject to the consent of the Stunt Performer or Coordinator that shall not be withheld unreasonably and Equity shall be informed of the occurrence as soon as possible.

(c) **Overtime**

Hours worked in excess of the working hours in Clause 6(a) above shall attract payment at the rate of one-fifth of the negotiated daily rate per hour or part thereof, or in the case of nightwork, at the rate of one-fifth of the night rate, per hour or part thereof.

Agreed Note for Guidance

Prior to any recording, there will be sufficient and adequate rehearsal time that shall take into account the nature of the action sequence(s).

7. TRANSMISSION

Payment of the fees specified in Clause 5 above shall entitle a Company to transmit any or all of the programmes or episodes for which the Stunt Performer or Coordinator has been engaged once only, simultaneously or non-simultaneously, over any or all of the transmission areas in the United Kingdom. Transmission by Channel 4 in any or all of the above areas shall attract an equivalent payment.

8. REPEATS

- (a) In the event that a Company repeats a programme over any or all of the transmission areas in the United Kingdom the Stunt Performer or Stunt Coordinator shall receive such percentage payments as are provided in the Main Agreement on the following basis.
- (b) (i) In the event that a Stunt Performer or Stunt Coordinator is engaged to work for a total of up to seven days, the maximum basis for the purpose of calculating repeat payments shall be four times the negotiated daily rate.
- (ii) In the event that the Stunt Performer or Stunt Coordinator is engaged to work for a total of more than seven days, the maximum basis for the programme fee, of four times the negotiated daily rate, should normally be enhanced by negotiation between the Company and the individual, so that repeat payments are calculated on a proportionately higher number of negotiated daily rates than four.
- (c) (i) Payment of the rate calculated in accordance with (b)(i) and(ii) above as appropriate, shall entitle a Company to transmit a programme in 100% of National Television Households (NTH).
- (ii) Where a programme repeat is transmitted in any combination of transmission areas totalling less than 100% of NTH the Stunt Performer or Stunt Coordinator shall be paid proportionately as follows:

% of NTH in areas to which x programme transmitted	proportion of rate calculated in accordance with Clause 8(b)
Up to 25%	25%
26% to 50%	50%
51% to 75%	75%
76% or more	100%

The proportion of NTH in each area covered by the ITV licence-holders is set out in Clause 41 of the Main Agreement.

9. ADDITIONAL USES

Payments for additional use as provided for under Clauses 45 or 46 of the Main Agreement in respect of the sale of any or all of the programmes or episodes for which the Stunt Coordinator or Stunt Performer has been engaged, shall be calculated on the basis of one quarter of the total negotiated daily rates paid under Clause 5 above, subject to a maximum of one quarter of four times the negotiated daily rate in Clause 5.

Agreed Notes for Guidance

In the case of Stunt Coordinators and Stunt Performers engaged to work for a total of more than seven days, the maximum basis for calculating additional payments of one quarter of four times the negotiated daily rate should normally be enhanced, by negotiation between the Company and the Stunt Coordinator or Stunt Performer, such that additional payments are calculated on a proportionately higher number of negotiated daily rates than four.

10. CLOTHING

In the event that a Stunt Double is required, those costumes used by the Artist and his or her double will be cleaned between uses by the two different Artists.

Performers should be selected on the basis of suitability for the performance required, and not on the size of the costume being provided by the Company.

11. INSURANCE

Stunt Performers and Stunt Coordinators shall be insured at their own expense for not less than a level to be fixed from time to time by Equity and reported to the Companies.

12. SERIES OPENING AND CLOSING SEQUENCES

- (i) Stunt Coordinators and Stunt Performers engaged for recorded opening and closing sequences for a series programme shall be paid the negotiated daily rate appropriate to an engagement for a single episode under Clause 5. A Company shall be entitled to incorporate such recordings in any number of episodes of the same series or serial or programmes of a similar format for a period of up to thirteen weeks. Further payments to the Stunt Coordinator or Stunt Performer of 100 per cent of the total negotiated daily rates defined above, subject to a maximum of four such negotiated daily rates shall entitle the Company to incorporate the recording in further episodes of the same series or serial or programmes of a similar format for further periods of thirteen weeks. Where a Stunt Coordinator or Stunt Performer appears in more than half of the episodes in a series or serial there is no requirement to separately contract for the opening and closing sequence.
- (ii) The payments in (i) above shall entitle a Company to transmit the recorded opening and closing sequences, simultaneously or non-simultaneously over any or all of the transmission areas in the United Kingdom. Transmission by Channel 4 in any or all of the above areas shall attract an equivalent payment.
- (iii) Opening and/or closing sequences recorded prior to the implementation date of this agreement shall continue to be paid on the basis set out in the original contract. Such sequences will not be re-recorded except on the original contract basis.

APPENDIX B

DEFINITION OF NON-THEATRIC AND CLOSED CIRCUIT TELEVISION

NON-THEATRIC USE

Definition

'Non-Theatric use' or 'Non-Paying Audience' rights shall be defined as the right of exhibition of material to audiences not making any specific payment to see or hear the material in question and coming within the following categories of audience:

- (a)** In educational institutions (eg, universities, colleges, schools, evening institutes).
- (b)** Educational classes and gatherings held by companies and other bodies not being educational institutions.
- (c)** In clubs or other organisations of an educational, cultural, religious, charitable or social nature (eg, drama study groups, film societies, churches, professional associations, women's institutes, the British Council and any other Government agencies). Prints or tapes may be supplied either direct to users or through recognised film societies or film libraries.

CLOSED CIRCUIT TELEVISION

Definition

Closed Circuit Television (CCTV) shall be defined as an individually wired system in which programmes are relayed to an audience who are confined to a limited area, for example, visitors to hotels, personnel on construction sites including oil rigs and passengers on ships, aircraft, buses or trains.

WALK-ONS' AGREEMENT

between

ITV

and

Equity

Agreement of 1 July 2004

1. DATE OF COMMENCEMENT AND DURATION OF THE AGREEMENT

This Agreement shall operate from 1 July 2004 and sets forth the terms and conditions of employment of those offered engagements as Walk-ons. This Agreement shall continue in full force and effect until terminated by either party giving six months written notice of termination.

2. RECOGNITION

The Companies recognise Equity for the purposes of collective bargaining as the sole representative organisation of those offered engagements as Walk-ons.

NB: In the letter of settlement dated 6 January 1992 the Companies reaffirmed that, in a substantial proportion of Walk-on engagements previous professional experience will be a significant factor in the casting of Walk-ons, and that there can be no discrimination on the basis of Equity membership or non-membership in relation to fees and other terms of employment. The ITV Companies define experienced professional performers to cover those performers whose record of professional engagements demonstrates suitable professional expertise or those who as a consequence of their previous experience in the entertainment industry have developed skills relevant to the requirements of the engagement.

3. DEFINITIONS

- (a)** A Walk-on 1 shall mean a performer who is not required to give individual characterisation nor to speak any word or line of dialogue except that crowd noises shall not be deemed to be dialogue in this context.
- (b)** A Walk-on 2 (non-speaking) shall mean a performer not required to give individual characterisation but who is required to impersonate an identifiable individual subject to individual direction.
- (c)** A Walk-on 3 (speaking) shall mean a performer who, in addition to carrying out the functions set out in (b) above, shall also be required to speak a very few unimportant words where the precise words spoken do not matter.
- (d)** Recording in the context of the agreement shall be deemed to include a live performance.
- (e)** For the purpose of Clause 5, a studio is defined as a permanent place of work purpose built or altered for the purpose of television production.

Agreed Notes for Guidance

Walk-on 1

- (i)** A Walk-on 1 engaged under Clause 3(a) is a person or member of a group contributing to the overall authenticity and atmosphere of a scene. The individual or individuals in the group may be dressed in clothing identifiable with the calling or trade selected for each by the Director, who may direct each individual to move as required on the set.
- (ii)** Crowd noises can include community singing of well known songs where the words do not have to be learned and also congregational hymn singing of well known hymns from hymn books.

NB: Movement on the set or display of interest in something taking place and any business done in unison with other Walk-on 1s would not entitle a Walk-on 1 to payment as a Walk-on 2 or 3.

Walk-on 2 (Non-speaking)

- (i)** A Walk-on 2 engaged under Clause 3(b) is an identifiable non-speaking performer who shall be required to perform individually in medium shot, or more closely, a special function peculiar only to the trade or calling that his/her character is supposed to represent; eg, a bus conductor collecting fares on a bus, a police officer on point duty, a bar tender serving drinks; and/or at the time that his/her movements are recorded has a direct relationship with an actor who is performing his/her part as set out in the camera script of that particular shot.
- (ii)** Walk-ons required to act as 'doubles' for contracted performers are included in this definition, but note specifically the provisions of Clause 4 below.

- (iii) A Walk-on required to appear nude shall be engaged under sub-Clause 3(b) and a Walk-on required to simulate the sex act shall be engaged under sub-Clause 3(c). Such requirements shall be notified to the Walk-on at the time the engagement is offered.

Stills

A Walk-on appearing in a still photograph should be originally engaged as either a Walk-on 2 or Walk-on 3.

4. DEVELOPMENT OF ROLE

In the event that, in the course of rehearsal, changes are made which result in a Walk-on being required to undertake dialogue which comes under Clause 3(c) above or characterisation or other work going beyond that which may be required in accordance with the above definition, he/she shall undertake such work provided that a new engagement as an artist subject to the terms of the Main Agreement is negotiated, before the performance is given where this is possible.

Each Company will operate an administrative procedure, agreed with Equity, to ensure that these provisions are uniformly applied.

5. RATES OF PAY

Walk-ons shall be paid at the rates listed in Schedule B for each day or night of attendance or recording. When 41 or more Walk-on 1s are called for work on a location on a day then the discounted rate listed in Schedule B shall be paid. Payment for night work shall be one and one-half times the appropriate day rate.

6. SIXTH AND SEVENTH CONSECUTIVE DAY, MULTI-EPIODIC WORK, AND PUBLIC HOLIDAYS

- (a) The sixth consecutive day or night of attendance or recording shall attract payment at the rate of one and one-half times the appropriate payment in Clause 5. Similarly the seventh consecutive day or night shall attract payment at the rate of twice the appropriate payment in Clause 5.
- (b) Walk-ons may be required to rehearse or record more than one programme or episode of a series or serial on one day or night, and in the case of Walk-on 1s each such day or night shall attract payment at the rate of one and one quarter times the appropriate day or night rate under Clause 5 above (See Schedule B) if 2 programmes are rehearsed or recorded, and at the rate of one and one-half times the appropriate day or night rate under Clause 5 above if 3 or more programmes are rehearsed or recorded, and in the case of Walk-on 2s or 3s each such day or night shall attract payment at the rate of one and one-half times the appropriate day or night rate under Clause 5 above if 2 or more programmes are rehearsed or recorded.
- (c) There shall be eight Public Holidays a year which shall be agreed locally within each Company. Work on such days of Public Holiday shall be paid for at the following rates:
 - (i) Work on Christmas Day, Boxing Day and New Year's Day shall be paid for at double the Rates of Pay in Clause 5 (2T) and overtime rates in Clause 6 (3T).
 - (ii) Work on any of the other five days of Public Holiday shall be paid for at one and one-half times the Rates of Pay in Clause 5 (1.5T) and overtime rates in Clause 6 (2.5T).

7. WORKING HOURS AND OVERTIME

- (a) A working day or night shall consist of eight hours' work spread over nine hours.
- (b) The rates of pay for nightwork shall be one and one-half times the appropriate day rate.
- (c) Hours worked in excess of the standard working hours under (a) shall attract payment at the rate of one and one-half times the hourly rate (calculated as the day or night rate divided by eight) in Clause 5 and 6 for each hour or part thereof.
- (d) **Nightwork/Early Calls**

- (i) Calls where recording or rehearsing commence before 0700 will attract the night rate for all hours of the call.
- (ii) Calls before 0700 for the purpose of travelling only to a location, studio or place of rehearsal shall attract payment at the night overtime rate for each hour or part thereof falling before 0700. The remainder of the day shall attract payment at the normal rate.
- (iii) Calls where work is scheduled to extend beyond midnight shall attract the night rate for all hours of the call. Where work is not scheduled to extend beyond midnight but is subsequently extended beyond midnight each hour or part thereof falling after midnight shall attract payment at the night overtime rate.

Agreed Notes for Guidance

- (a) A meal break of one hour should normally be provided commencing where possible not more than four hours after the start of work. A Walk-on, however, may be required to work for more than four consecutive hours without a meal break or to take a meal break of less than one hour in duration in order to avoid disruption of the production arrangements.
- (b) Time and facilities should be provided for the usual morning, afternoon and, where appropriate, evening tea and/or coffee.
- (c) **Work on Location**
 - (i) Walk-ons should be given reasonable notification, in advance, of the location of the work, the clothing that they are required to provide and the hours they are likely to be required.
 - (ii) A Walk-on may make representations to a Company in cases where he/she considers that the arrangements for transport to a location or the toilet facilities on such location are not adequate. Where such representations are made the Company should investigate and where practicable take appropriate action.
- (d) **Dressing Room Security**

When a Walk-on is working in a Company's studios the Company should provide some form of safekeeping where a Walk-on can keep his/her possessions.

8. SPECIAL SKILLS

Walk-ons required to exercise special skills shall receive an additional payment listed in Schedule B for each day they are required to exercise such skills.

Agreed Notes for Guidance

The special skills referred to in Clause 8 shall include such skills of a non hazardous nature as swimming, skating, driving, fencing, boxing, which the Walk-on possesses and which are stipulated as a requirement of the engagement. The special skills listed above should not be regarded as an exhaustive list.

9. COSTUME FITTINGS

Costume fittings shall normally take place on a working day. If, however, they are required on a day other than a working day, then a payment shall be made listed in Schedule B for either a morning or afternoon, or a full day.

10. REPEATS

Walk-ons' rates of pay are in respect of one transmission in either all areas of ITV1, BBC1, BBC2, Channel 4 (including S4C) or Five.

Walk-on 1s shall not be entitled to repeat payments in respect of any repeat transmission within five years of the initial transmission of a programme, but thereafter shall be entitled to repeat payments calculated as follows. Whenever the performance of either a Walk-on 2 or 3 is repeated he/she shall be entitled to a repeat payment calculated as follows:

(a) In respect of:

- (i) Repeats scheduled to commence between 1800 and 2229 hours shall be paid at the rate of 25 per cent of payments received for recording excluding overtime payments, in respect of a repeat transmitted in any combination of transmission areas totalling up to 25% of National Television Households (NTH).

Where a repeat is transmitted in areas totalling more than 25% NTH, then the repeat fee shall be increased as follows: 26-50% NTH - 50%; 51-75% NTH - 75%; 76-100% NTH - 100% payments.

The above payments shall be based upon the relevant Walk-on rate current at the time of the repeat transmission.

In the case of transmission by Channel 4, which covers the whole network, the appropriate rate shall be equal to that paid for the network (ie 100 per cent of NTH).

- (ii) Repeats scheduled to commence between 0900 and 1759 hours, the Walk-ons shall be entitled to 50% of the payments specified in (i) above

- (iii) Repeats scheduled to commence at times other than those set out in (i) or (ii) above, the Walk-ons shall be entitled to 25% of the payments specified in (i) above.

(b) In respect of part-network repeat payments the provisions of Clause 44 (a)(iii) of the Main Agreement shall apply.

(c) Programmes Repeated Within A Week

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

(d) Review of Time Bands

The time bands set out in sub-clauses (a) (i) and (a) (ii) above shall be subject to a review by the Companies and Equity, to be concluded by 30 June 2005. The Companies shall provide all available data concerning transmissions of repeats in the time bands to inform the review. If as a result of this review it is agreed by both parties that these provisions have not resulted in additional payments to Equity members from additional scheduling of repeats, then both parties shall consider in good faith proposals from Equity for further changes as may be appropriate. If as a result of the review there is a failure to agree to continue with the time bands set out in sub-clauses (a) (i) (a) and (a) (ii) (a) and (b) above or on any further changes thereto, the time bands contained in the April 2002 ITV Equity Agreement shall apply after 30 June 2005.

11. In circumstances where an ITV Company and one or more other UK broadcasters (other than another ITV Company, BBC1 or 2, Channel 4, S4C or Five) co-commission a programme, then the following terms will apply:

(a) The Walk-on rates specified in this agreement will be paid.

(b) Payments to Walk-ons will represent an inclusive daily rate. No further use payments of any kind will be due, other than repeat payments in accordance with the provisions of Clause 10 above.

12. FLASHBACKS/FLASHFORWARDS

For the purposes of continuity between one episode or a serial and another up to one minute of the end of the previous episode may be shown at the beginning of the next episode without payment. In any other cases Walk-On 1s shall not be entitled to payments under this Clause but in the event that the performance of either a Walk-on 2 or 3 in a programme is subsequently incorporated into another programme as a flashback or flashforward, he/she will receive a payment as set out in Schedule B, according to the length of the extract and to whether or not the Walk-on is engaged for the programme containing the extract.

13. ADDITIONAL USES

Walk-ons shall not qualify for payments in respect of additional uses of programmes in which they appear, except Walk-ons employed on programmes for which contracts were entered into before 7th November 1975 will be paid £6.00 for each programme subsequently released as a videogram, and transmissions by a UK terrestrial broadcaster other than ITV1, BBC1, BBC2, Channel 4/S4C or Five shall attract payments at the same level as an ITV1 repeat.

Stills Photographs

A Company should not without the prior consent of Walk-on 2s and 3s, use any still photograph of his/her work, provided always that the Company shall be entitled to use or authorise the use of any such still photograph for promotion or merchandising purposes.

14. TRAVEL AND SUBSISTENCE

- (a) Where Walk-ons are responsible for making their own way to a place of rehearsal, studio, or location situated outside the radius in respect of each region defined in Schedule A, they shall be paid their fares by ordinary public transport and the working day shall commence at the time they would be required to attend the appropriate main rail or bus station in the centre of the area of recruitment in order to reach the location at the time of call. The working day shall end at the time the Walk-on would arrive at the same station on the return journey. Where, however, a Walk-on is required by the Company to use his/her own vehicle he/she shall be reimbursed for such use on a mileage basis at the rate currently in force for the permanent staff of the Company, which shall be notified prior to their engagement.
- (b) Where Walk-ons are assembled by the Company and taken to a location, the working day shall commence at the time of assembly and shall end at the time of dispersal after the return journey.
- (c) If a Walk-on is called at a time or detained until a time when public transport is not available the Company shall transport the Walk-on at the Company's expense to or from the television studio or place of rehearsal or any location where the Walk-on is required to work or to or from their place of residence. If the Company is unable to provide such transport the Company shall provide reasonable living accommodation and meals free of charge at or near the television studio, place of rehearsal or location. Accommodation so provided shall be, as far as is practicable, on a single room basis.
- (d) Where a Walk-on normally works outside a town listed in Schedule A and is brought to such town specifically for the engagement, he/she shall be paid for reasonable transport and subsistence (where necessary). The subsistence allowance when payable shall be at the rate currently in force for the permanent staff of the Company for each night upon which it is necessary for him/her to remain away from his/her home. Amounts due under this sub-clause shall be payable in advance.
- (e) All reasonable meals shall be provided during location work or a meal allowance shall be paid at the rates in force in the Company.
- (f) Where appropriate and if practicable, travel expenses, meal and subsistence allowances shall be paid in advance.
- (g) Where a Company offers reasonable accommodation and the Walk-on elects to make other arrangements, the Company shall be deemed to have discharged all its accommodation obligations under (c) and (d) above. See (c) above for guidance on 'reasonable accommodation'.

15. AUDITIONS

A Walk-on called for an audition shall be paid for each attendance. (See Schedule B).

16. PROVISION OF CLOTHING

- (a) A Walk-on shall provide all such modern dress and footwear as he/she may possess and may normally and reasonably use in his/her private capacity. The Company shall provide all other visible modern dress and all character, period or special costumes and footwear. All clothing so provided shall remain the property of the provider. The Walk-on shall take reasonable care of the clothing provided. Where a Walk-on uses his/her own clothing and such clothing becomes soiled or damaged during the actual rehearsing, recording or

transmission (other than solely through the fault of the Walk-on) the Company shall pay for the cleaning of such soiled clothing or compensate the Walk-on for, or make good, damaged clothing. Except as above a Company shall not be liable for any loss or damage to clothing brought into the studios or on location by the Walk-on.

A Company shall have due regard to the clothing and footwear which a Walk-on might reasonably be expected to possess. To avoid difficulties arising any clothing or footwear to be provided by the Walk-on shall be the subject of mutual agreement at the time when the engagement is offered.

- (b) Without prejudice to the provisions of (a) above, a hiring fee (see Schedule B) for each outfit shall be paid to Walk-ons who are asked to provide and agree to appear in their own evening dress or in clothing other than that which they normally use in their private capacity.

Similarly when a Walk-on is required to provide more than a single set of normal clothing then a hiring fee (see Schedule B) shall be paid for each change of clothing provided.

17. PHYSICAL APPEARANCE

- (a) A Company shall have the sole right to decide the manner in which the Walk-on shall dress, wear his/her hair and be made-up, PROVIDED ALWAYS THAT should a Company decide on a make-up and presentation necessitating changes in a Walk-on's physical appearance which might be of a semi-permanent nature, such abnormal make-up requirements shall be made known to the Walk-on prior to the offer of engagement.
- (b) In the event that changes are required in a Walk-on's physical appearance, as provided for under this Clause, and these requirements are not made known to the Walk-on at the time the engagement is offered and the proposed changes are unacceptable to the Walk-on, then, at the Company's discretion, the Walk-on shall either fulfil the engagement without the required change in physical appearance or be released from the engagement but be paid for it; or some alternative arrangement may be agreed.
- (c) Where, in accordance with (b) above, a Walk-on has his/her hair cut very short or substantially altered in colour or style, he/she shall be paid a once and for all payment, listed in Schedule B.

18. TIME AND MANNER OF PAYMENT

- (a) All payments, including overtime, should be paid by the Company by the Friday following the week in which work is completed.
- (b) The Walk-on (or his/her agent where appropriate) should be provided at the time of payment with an itemised pay statement, in writing, containing the following particulars:
 - (i) The gross amount of pay.
 - (ii) The amounts of any variable and fixed deductions from that gross pay and the purposes for which they are made
 - (iii) The net amount of pay
 - (iv) Where different parts of the net amount are paid in different ways, the amount and method of each part-payment.

19. STRENUOUS WORK

A Walk-on shall not be required to undertake strenuous work or to work in unusual discomfort unless specifically so engaged for an additional payment listed in Schedule B.

20. METHOD OF ENGAGEMENT

- (a) Walk-ons shall not normally be offered engagements more than seven days before the first day of work or fourteen days, in the event that costume fittings are required. If in the interim, a Walk-on is offered a better engagement he/she shall be released from the engagement wherever practicable.

- (b) A Walk-on engaged under Clause 3(b) or 3(c) to appear in a series or serial shall not by so doing be precluded from being engaged as another Walk-on - or as an artist under the provisions of the Main Agreement - in the same series or serial.
- (c) The Companies undertake that whenever possible they will, when making an availability check, also tell Walk-on artists when they can expect to be told whether they will be required or not. If the artists are being contacted by an agent, the agent will be expected to do likewise. The Companies also re-affirm that they will ensure that the time between an availability check and making a booking is kept as short as possible.
- (d) The Company shall inform the Walk-on in advance of the call of the rate to be paid for the engagement.

21. SERIES OPENING AND CLOSING SEQUENCES

- (a) Walk-ons required to appear in opening and closing sequences for a series programme who are required to speak as defined in 3(c) above shall be engaged as artists under the terms of the Main Agreement.
- (b) Walk-on 2s required to appear in opening and closing sequences for a series programme who are required to impersonate identifiable individuals but not to speak, shall be paid a daily rate (See Schedule B) for recording which shall entitle the Company to incorporate such recordings in any number of episodes of the same series or serial or programmes of a similar format for a period of up to 13 weeks. Further payments to the Walk-on of 100% of the daily rate for recording shall entitle the Company to incorporate the recordings in further episodes of the same series, serial or programmes of a similar format for further periods of thirteen weeks. These payments shall cover transmission in all areas.

Except that it is specifically agreed that opening and/or closing sequences recorded prior to the implementation date of this agreement shall continue to be paid on the basis set out in the original contract. It is further agreed that such sequences will not be re-recorded except on the original contract basis.

- (c) Walk-on 1s required to appear in opening and closing sequences for a series programme shall be paid a daily rate of one and one-half times the appropriate daily rate (see Clause 5).

22. USE OF EXTRACTS FROM RECORDINGS

Extracts from recorded programmes, not exceeding four minutes in length may be used in educational, instructional, critical, magazine and similar programmes (not including any programme of an advertising or promotional nature) and extracts, not exceeding five minutes in length, may be used in schools' programmes on payment of the rates listed in Schedule B.

The consent of Walk-on 2s and 3s must be obtained before using an extract that criticised or ridiculed the Walk-ons performance or was of an explicitly sexual nature.

23. TRAILERS

- (a) Walk-ons required to speak as defined in 3(c) above and engaged solely to appear in a promotional trailer shall be engaged as artists under the terms of the Main Agreement.
- (b) Walk-ons required to impersonate identifiable individuals but not to speak who are engaged solely to appear in a promotional trailer shall receive a payment listed in Schedule B which shall entitle the Company to transmit the trailer without limitation for up to three months. Further payments of 100% of the payment listed in Schedule B shall entitle the Company to transmit the trailer without limitation for further periods of three months. These payments shall cover transmission in all areas.
- (c) Walk-ons appearing in trailers taken as a clip from the programme or trailer specially made but in the course of their engagement for a programme shall not receive additional payments.

24. PROCEDURE FOR THE SETTLEMENT OF DISPUTES

- (a)**
 - (i)** Any dispute arising between an individual Walk-on and a Company shall be dealt with, failing settlement, by reference to a Joint Standing Committee composed of representatives of Equity if appropriate and the Companies.
 - (ii)** Failing settlement the question shall be referred to two arbitrators, one to be nominated by the Company and the other, to be appointed by the Walk-on, shall be nominated by Equity if appropriate; the arbitrators so nominated shall appoint an umpire. Their decision shall be binding on both parties. This procedure, however, shall not affect or restrict the right of either party in such a dispute to apply to the Courts for relief by way of injunction.
- (b)**
 - (i)** Any dispute arising between Equity and a Company shall, failing settlement, be referred to the Joint Standing Committee referred to under (a) above.
 - (ii)** Failing settlement the dispute may be referred to a form of arbitration jointly agreed, the decision of which shall be binding on both parties.

25. SCHOOLS' PROGRAMMES

- (a)** The payment to Walk-on 2s and 3s engaged to appear in schools' broadcasts shall entitle the Company to transmit or permit the transmission of the Walk-on's performance twice in each transmission area. The Company may also transmit or permit the transmission of an additional preview transmission for teachers on payment of 50% of the relevant fee.
- (b)** For further payments of the same amount as the Walk-on 2 or 3s original payment uplifted to the fee levels current in the Walk-on Agreement at the time of the first transmission of any pair of transmissions, a Company shall acquire the right to further pairs of two transmissions in all areas.

26. EQUAL OPPORTUNITIES

- (a)** The parties to this agreement affirm their commitment to a policy of equal opportunity, fair treatment and fair employment of Walk-ons regardless of age, colour, creed, disability, ethnic origin, marital or parental status, gender or sexual orientation.
- (b)** The parties are committed to casting policies that are based on ability and the requirements of each particular role rather than on stereotypical views of suitability and to this end support non-traditional and integrated casting strategies.
- (c)** The parties agree that they will annually review the operation of this equal opportunities clause.
- (d)** In order to enable the casting of performers with disabilities, whether or not the part specifically calls for a performer with a disability, the company will make every practical effort to ensure that:

Access to any area of audition, rehearsal or performance is available to a Walk-on with a disability.

Where disabled access is outside the company's control and is inadequate the company shall use every effort practical to effect improvements.

Equity has produced a register of performers with disabilities and a register of African, Caribbean, Oriental and Asian artists which companies may wish to use as valuable tools for non-traditional and integrated casting.

27. HOLIDAYS

Walk-ons are entitled to paid holiday calculated at four weeks a year on a pro-rata basis.

The parties to this agreement recognise that it is not practical for walk-ons to take periods of paid holiday during an engagement. Therefore, for each day of engagement listed in Schedule B there is an associated additional payment in lieu of un-taken holiday listed in the second column (Holiday Payment). Holiday payments do not have to be made for those payments rates marked not applicable (n/a).

SCHEDULE A

Standard Centres and Radii for the Purpose of Applying Clause 14 (Travel and Subsistence)

Town	Centre	Radius
London	Charing Cross	10 miles
Birmingham	Town Hall	7 miles
Manchester	Public Library	7 miles
Glasgow	George Square	7 miles
Belfast	City Hall	7 miles
Cardiff	Town Hall	7 miles
Southampton	Civic Centre	7 miles
Plymouth	City Centre Building	7 miles
Carlisle	Town Hall	7 miles
Aberdeen	Town Hall	7 miles
Newcastle-upon-Tyne	White Cross	7 miles
Norwich	City Hall	7 miles
Bristol	St. James Barton Roundabout	7 miles
Leeds	Town Hall	7 miles
Maidstone	Town Hall	7 miles
Nottingham	Council House	7 miles

SCHEDULE B

WALK-ONS

Rates of Payment

Clause No	Title	Payment Effective from 1 July 2004	Holiday Payment
5+6.	WALK-ON 1		
	Day of attendance/recording	73.16	7.88
	2 episodes recorded	91.59	9.86
	3 or more episodes recorded	110.01	11.85
5+6.	WALK-ON 1		
	(Where 41 or more Walk-ons 1 are called on a location on a day)		
	Day of attendance/recording	62.78	6.76
	2 episodes recorded	74.21	8.00
	3 or more episodes recorded	89.07	9.59
5+6.	WALK-ON 2 (NON-SPEAKING)		
	Day of attendance	75.04	8.08
	2 or more episodes rehearsed	112.64	12.13
	Day of recording	94.78	10.20
	2 or more episodes recorded	142.22	15.32
5+6.	WALK-ON 3 (SPEAKING)		
	Day of attendance	75.04	8.08
	2 or more episodes rehearsed	112.64	12.13
	Day of recording	112.64	12.15
	2 or more episodes recorded	169.22	15.32
	Payment for Nightwork in each of the above categories shall be one and one-half times the appropriate day rate (1.5T).		
8.	SPECIAL SKILLS	35.81	N/a
9.	COSTUME FITTINGS		
	Half Day	23.92	2.58
	Full Day	47.83	5.15
12.	FLASHBACKS/FLASHFORWARDS		
	Where artists are engaged for the programme into which the flashforward/flashback is incorporated:		
	Up to one minute	25.03	N/a
	Between one and two minutes	36.16	N/a
	Over two minutes	48.44	N/a
	Where artists are not engaged for the programme into which the flashforward/ flashback is incorporated:		
	Up to one minute	26.75	N/a
	Between one and two minutes	39.08	N/a
	Over two minutes	53.14	N/a
15.	AUDITIONS		
	Per day of attendance	12.43	1.34

16.	CLOTHING HIRE		
	Evening Dress etc	24.71	N/a
	Normal clothing, per change	7.21	N/a
17.	PHYSICAL APPEARANCE, SHORT HAIR CUT	10.71	N/a
19.	STRENUOUS WORK	19.23	N/a
21.	SERIES OPENING/CLOSING SEQUENCES*		
(b)	Per day of recording	84.12	9.06
	Per 13 weeks	84.12	9.06
	*NB: Holiday payment only to be made for first block of 13 weeks, not for subsequent blocks.		
(c)	Walk-on 1s, per day of recording	109.73	11.81
22.	EXTRACTS		
	Up to one minute	28.11	N/a
	Exceeding one minute	33.44	N/a
23.	TRAILERS *	123.75	13.33
	*NB 1. Payment entitles a Company to unlimited transmissions in 100% of NTH for a period of three months.		
	*NB 2. Holiday payment only to be made for the first block of three months, not for subsequent blocks.		

ADDENDUM TO MAIN AND WALK-ONS' AGREEMENTS

Extracts from the Companies' Letter of Settlement dated 6 January 1992 relating to the revision of the Agreement Effective from 1 January 1992

'Main Agreement

Provision of Information on Casts

In principle the companies have no problem with providing Equity with information on casts. They need to consider, however, what they can in practice undertake to supply at a time when their administrative support staff has been severely reduced.

Walk-ons' Agreement

Provision of Information on Casts

The Companies will consider what information they can practically provide to Equity.'

Extracts from the Letter of Settlement dated 16 April 1996

'Production Commitment

'The ITV Companies are committed to maintaining their position as the UK's leading television network. They believe that ITV's current success can best be maintained by them continuing to invest more than any other UK channel in original, UK produced programming. They are committed to investing in a diverse range of programmes to meet the tastes of a wide cross-section of the UK population. Central to their investment strategy is a continuing emphasis on high quality UK originated fiction programming including drama, situation comedy, children's programmes and drama documentary. Their ability to maintain levels of quality and investment will relate directly to their income levels. New sources of revenue such as the net returns from sales to UK secondary markets will they believe form an important part of future revenues and will thus directly underpin future investment in programming.

ITV Production Companies expect to play a crucial part in providing the programming to meet this Network commitment and in addition are actively pursuing production opportunities with other UK channels both old and new and in international markets. They are determined to win a substantial share of the new markets for programming which are opening up.'

Artists' Consent

It is acknowledged that the Companies shall not be required to obtain agreement from individual artists for use of programmes produced or commissioned by them in UK secondary markets. In the event that the Companies receive enquiries or demands from individual artists regarding the subject of artist's consents, payment entitlements or other issues raised by this agreement they will refer the individuals concerned to Equity who will inform the artists of the arrangements set out in this agreement.'

Extract from the Letter of Settlement 20 August 1999

'The ITV Companies agreed to draw the attention of casting directors, assistant directors and any other personnel responsible for the engagement of walk-ons to the useful information contained in the Equity Walk On Register CD.'