

CONTRIBUTOR RIGHTS CONTRACT NOTICE ETV 01/13

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BBC/EQUITY TELEVISION AGREEMENT 2013

Date: 18th December 2012 (revised 7th February 2013)

Scope of the Agreement:

Introduction and Guarantees

- Section 1** Artists exercising dramatic skills
Dancers and Skaters (Solo and Group)
Solo Singers (appearing in at least one act of opera, musicals etc).
- Initial Fees; Work Entitlement: Hours of Work: Split Attendance: Serials rehearsed and performed within 7 days; Supplementary Attendance's; One-Day Fees; Voice-Only Performances; Closed Circuit Exercised; Puppeteers; Opening and Closing Sequences; Trailers; Billings; Photographs; Special Dress Allowance; Travel Expenses and Subsistence; Regional Fees, Pension Provisions
- Section 2** Variety Acts (including Speciality Acts)
Solo Light Entertainment Singers
Pop Singers and Pop Groups
- Section 3** Stunt or Fight Arrangers
Stunt Performers
- Section 4** Choreographers
- Section 5** Chorus Singers
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General; Fees and Hours of Work
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Equity Television Agreement 2013

Introduction and Guarantees

BBC Television and British Actors Equity reached a new Agreement effective from 1st January 2013. The following **Guarantees** which are linked to the old "Category system" of payments, will continue to apply:

1. **All Artists**

No artist will receive for a comparable engagement a lesser total payment under the new Agreement than under the old Agreement (i.e. the total amount shown on the initial contract plus supplementary items such as additional rehearsals and additional recordings).

2. **Minimum total engagement fees: Part Artists**

A. One week's engagement: £588.00 (Dancers: £620.00)

B. Engagements of two, three and four weeks (including "de categorisation" where permitted under the old agreement):

Duration of Engagement:	Two Weeks	Three Weeks	Four Weeks
	£	£	£
Duration of Programme:			
Up to 35 minutes	925	1265	1603
36 - 60 minutes	1173	1514	1851
61 - 90 minutes	1173	1762	2242
Over 90 minutes	1173	1762	2346

C: Engagements of five weeks or more: as above plus minimum of £338 for each of the fifth and subsequent weeks.

Section 1

Artists exercising dramatic skills
Dancers and Skaters (Solo and Group)
Solo Singers (appearing in at least one act of operas, musicals etc.)

100

Initial Fees

- a) A Weekly Fee will be negotiated for each artist for each engagement bearing in mind such factors as:
- the nature and weight of the artist's contribution
 - the number of programmes to be recorded
 - the length of the engagement
 - the artist's status and earning power in television and elsewhere.
- b) The sum of the Weekly Fees will be known as the **Engagement Fee.**
- c) Payment of the Engagement Fee will entitle the BBC to transmit or permit the transmission of the artist's performance in the relevant programme, whether live or recorded as follows: (i) once on both analogue and digital forms on all platforms (terrestrial, satellite and cable) on the relevant BBC channel either simultaneously or at different times in different BBC regions; and (ii) and repeated once in a sign language version of the programme the sign language version to be transmitted within 7 days of the transmission referred to in (i) above and between the hours of 0100-0600, and (iii) exhibition in TV and Film Festivals where there is no commercial gain from that Festival for the BBC.
- d) Any fundamental change after the initial fee negotiation in the nature of the engagement or the artist's contribution will be accompanied by a review of the artist's negotiated Weekly Fee for that engagement.

101

Work Entitlement

- a) For engagements of one week's duration the entitlement is six Work Days (except in the case of artists over compulsory school age but under 18 where the entitlement is 5 work days). This work entitlement will also apply to other programmes in the same series or strand which are each recorded within one week.
- b) For engagements of two week's duration or more the entitlement is five Work Days per week (including the first week).
- c) Work Days may be used for rehearsal or recording or travel, singly or in combination.
- d) Additional Work Days in any week £91.00 per day (£59.80 per travel only day).
- e) Except in exceptional circumstances no artist will be required to work on more than six days in any consecutive seven day period.
- f) i) in emergency an engagement may be extended by one extra day, to be scheduled within seven days of the agreed final date of the engagement, subject to the artist's availability, on payment of a fee of not less than £296
- ii) fees for emergency extensions of more than one day, or for a single day scheduled later than seven days after the agreed final date of the engagement, will be negotiable bearing in mind the Weekly Fee already agreed for that engagement.

- iii) where the emergency extension is as a result of circumstances beyond the control of the Producer, for example adverse weather conditions, the payment made under i) or ii) above will not be included in the Residual Basic Fee. However, for all other extensions the payment made under i) or ii) above will be included in the Residual Basic Fee.
- iv) if at the time of the initial negotiation it can be foreseen that one or more additional days will be required beyond the end of the last full week of an engagement, this will be a factor in the negotiation subject to the appropriate minimum guaranteed payment.

102

Hours of Work

- a) On Location: a continuous period of 9 hours to include up to 8 hours work and a meal break of not less than one hour. An aggregate of up to one hour's travel time may be scheduled over and above 9 hours without additional payment.

Overtime: £38.40 per hour or part.

- b) In the Studio:

- i) principal (or nominated) performance day: a continuous period of 12 hours to include up to 10 hours work.

Overtime: £41.70 per 15 minutes or part.

- ii) other Work Days:

if used for pre or post recording including rehearsal: a continuous period of 10 hours to include up to 8 hours work and a meal break of not less than one hour.

Overtime: £41.70 per 15 minutes or part.

if used for rehearsal only: a continuous period of 8 hours to include up to 6 hours work.

Overtime: £14.10 per hour or part.

- c) On all Work Days

- i) time spent in Costume and Make-Up preparation counts towards the overall work period.
- ii) rehearsal and performance may be alternated as the BBC requires and spread throughout the working day.

103

Split Attendance

- a) If at the time of the initial negotiation it can be foreseen that an artist will not be required to attend for work during a continuous period of seven days or more within the overall period of the engagement, this will be a factor in establishing the Weekly Fee for that engagement, and the BBC will retain first call on the artist throughout the engagement period.
- b) If however, such a gap arises because the artist is to be engaged for episodes of a series or serial which are not consecutive (e.g. episodes 1 and 3), the BBC may choose to release the artist and surrender first call on his/her services during the gap period on payment of a Retainer Fee or £277 per week (7 continuous days).

104

Serials rehearsed and performed within 7 days

- a) Artists may be engaged for the following minimum Weekly Fees:
- | | |
|--|-------|
| When 2 episodes are rehearsed and recorded within 7 days | £922 |
| When 3 episodes are rehearsed and recorded within 7 days | £1064 |
| When 4 episodes are rehearsed and recorded within 7 days | £1195 |
| When 5 episodes are rehearsed and recorded within 7 days | £1337 |
- b) Episodes may be transmitted live or if recorded must be transmitted within 7 days of, and including, the day of the first episode being broadcast.
- c) The above rates apply only when the artist is engaged to play the same part in each episode.
- d) The work entitlement is 6 days. Different episodes may be rehearsed and recorded on the same day.
- e) Hours of Work: see paragraph 102. Only two principal performance days may be included in each week.

105

Supplementary Attendances: Read-through, Photographic Sessions, Fittings

- a) Within the agreed engagement period such attendances are part of the work entitlement. Where appropriate the BBC will provide transport or reimburse the artist's costs.
- b) Prior to the start of an engagement, subject to the artist's availability:
- | | | |
|----------------------------|---|--------|
| Full day (maximum 8 hours) | : | £59.85 |
| Half day (maximum 4 hours) | : | £30.70 |

106

One-Day Fees

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

A minimum fee of £259 for 5 hours work in an overall period of 6 hours. Rehearsal and performance may be alternated. Maximum aggregate of 10 minutes transmitted material.

Overtime: £41.70 per 15 minutes or part
Permitted in cases of emergency only. May not be used to extend 10 minutes aggregate.

- b) **Other Programmes**

- i) Minor contributions which can be reasonably rehearsed and recorded within a single day: a minimum fee of either £383 for one episode or a minimum fee of £588 if two or more episodes are recorded for up to 8 hours work in an overall period of 10 hours. Maximum aggregate of 10 minutes transmitted material. No artist will be offered more than one such engagement per production.

NB Fee negotiation will reflect realistically the nature of each engagement and the status of the artist, and take account of any fees he/she has received for previous work.

107

Voice-Only Performances

- a) A minimum fee of £200 for up to 4 hours work in an overall period of 5 hours.

Overtime: £32.30 per hour or part, by which the 4 hours work or the overall period of 5 hours is exceeded up to a maximum of 2 hours overtime. If further overtime is required a new session will be scheduled, replacing overtime, from the end of the previous session.

This facility is not available for a role extending over more than one programme in this same series or serial.

- b) Dramatised Reading for Education, Religious, Documentary, Features, Critical and Magazine Programmes

Fees and overtime as a) above. The BBC may record and edit any number of items, placing them in up to 13 episodes of a series or serial as required.

- c) Dubbing: as in b) above.

- d) Post-Synchronisation (i.e. an artist in the visual recording required to post-synchronise his/her own voice): within the Weekly Fee if falling within the original overall engagement period, or as a) above if falling outside the original overall engagement period.

If an artist has appeared in the visual recording without sound or merely with a guide track, and is then unable to attend the post-synchronisation due to circumstances outside his/her control, the BBC may engage a substitute artist for the post-synchronisation session. A substitute artist may also be engaged for foreign language versions of the programme. Both facilities are subject to any special stipulation the artist may make at the time of the initial negotiation.

108

Closed -Circuit Exercises

Performance Days - a minimum fee of £123 for a continuous period of 10 hours to include up to 8 hours work. Rehearsal and performance may be alternated as required.

Rehearsal Days - a fee of £32.30 for each rehearsal period of 3 hours or part.

109

Puppeteers

Voice only performance - see paragraph 107 (Voice Only Performances). Voice and/or manipulation on one day - see paragraph 106 (One Day Fees). Voice only or voice and manipulation for longer period - see paragraph 101 (Weekly fee). Established Variety Acts - see paragraph 200 (Variety Acts - engagement fee).

Definition - A puppeteer is a performer who animates an object or figure by hand movements or by means of an attached string, rod or wire control and thereby creates a character. The definition excludes movements solely achieved by electronic remote control or stop frame animators.

Puppets and effects created in the BBC's Visual Effects Department may be manipulated by the designer or other members of the Visual Effects Department or professional puppeteers at the absolute discretion of the BBC.

110

Opening and Closing Sequences: Series and Serials

- (i) If the artist engaged for such sequences is also engaged for at least half of the total number of episodes of a serial or a given cycle of any series the contribution to the opening and closing sequences will be taken into account when negotiating the Engagement Fee. If use of the sequence is required in further cycle(s) of programmes in which he does not appear in at least half of the episodes, further negotiation is necessary to acquire such use as under (ii) below.
- (ii)(a) If the artist is engaged for less than half of the total number of episodes, or is not engaged for any of the episodes, an appropriate fee is payable e.g. single day or one weekly fee for the recording of the opening and closing sequences (in addition to any other Engagement Fee payable), and a further 100% of this fee for the sequences gives the BBC the right to incorporate the recording in a maximum of 13 episodes of the same series or serial.
- (b) With the consent of the artist the BBC may acquire the right to incorporate the recording in further episodes of the same series or serial on payment of a further 100% of the fee for each 13 episodes or part thereof.

111

Trailers

- a) An artist's appearance in a trailer of a programme will form part of the negotiation of the Weekly Fee. An additional fee of £123 will be paid to an artist taking part in a trailer after the final date of the engagement.
- b) Recorded trailers may be broadcast an unlimited number of times on television or radio (within the UK or overseas) without additional payment.
- c) Programme promotion trailers consisting of extracts from programmes already recorded (not exceeding 5% of the duration of each programme) may be used without additional payment.
- d) Where a trailer consists merely of an interview, rather than a performance in character, an appropriate interview fee will be paid.
- e) Trailers may be used in advance of the first transmission of the programme from which they are taken either between programmes or as parts of other programmes. They may also be used for BBC corporate promotion without additional payment.

112

Credits

The BBC continues to recognise the importance of credits for all Main Artists and will adhere to its existing practice to provide credits to Main Artists in normal circumstances.

113

Photographs

The use of still photographs taken expressly by the BBC or from a recorded performance is confined to the BBC's own purposes including use a) in BBC programmes, and b) for BBC promotional activities including use in BBC publication except for stills of an explicitly sexual nature or featuring full frontal nudity where the artist's prior consent must be obtained. For any other usage the prior consent of the artist must be obtained. On payment the BBC will make photographs available.

114

Unused Recorded Material

The BBC shall ensure that unused recorded material of those scenes involving acts of an explicitly sexual nature or featuring full frontal nudity, not used in the finished programme, shall be destroyed.

115

Travel Expenses and Subsistencea) **Travelling time**

An artist's travelling time to and from location begins with his/her time of departure from the appropriate railway station, terminal or assembly point nominated by the BBC and ends with his/her time of arrival on returning to the starting-off point.

b) **Work in Areas Other than those where the Artist normally works**

Each artist will be considered as based in the BBC Regional area where he/she normally resides. For engagements in that area the artist will receive whatever travel expenses have been locally agreed.

If however an artist is asked to work in another area the BBC will i) provide or pay for reasonable transport, and ii) if an overnight stay is involved the BBC will also pay subsistence at the agreed rates or provide appropriate meals and accommodation.

The BBC will, if requested by the artist, book train, coach or air seats where this is necessary to secure a seat.

c) **Travel Arrangements**

The BBC will provide or pay for transport:

- i) if the artist is required to work at a location, other than BBC premises, more than 10 miles from London, TV Centre, or the BBC Regional headquarters for regional engagements.
- ii) if the artist is called before or detained after a time when public transport is available. Transport will then be between the artist's place of residence and the place of work.

If the BBC is unable to provide such transport and the artist is then required to stay overnight away from his/her own residence the BBC will pay subsistence at the agreed current rates or provide appropriate meals and accommodation.

Except as indicated above artists will arrange and pay for their own travelling arrangements between their place of residence and the BBC work location.

d) **Meals** (i.e. any of the three main meals of the day falling within the artist's hours of attendance).

When an artist is required to work at a place (other than rehearsal rooms) without reasonable access to a BBC restaurant, the BBC will:

- i) arrange transport to the nearest BBC restaurant, or
- ii) provide meals at the BBC's expense, or
- iii) pay meal allowances at agreed current rates if the artist is able to use local restaurants etc.

Time taken in such travel and in the removal of costume and/or heavy make-up will not be included in the allocated time on the artist's meal break.

SECTION 1

e) Payment of Expenses

Whenever possible the BBC will in advance of the engagement issue a cheque to cover all or some expenses which the artist may choose to cash at London Television Centre or Broadcasting House.

f) Travel Days and Waiting Days on Location

These will form part of the artist's work entitlement, and where appropriate will be a factor in establishing the Weekly Fee.

116 Evening Dress Allowance

£30.00 per day if an artist is requested by the BBC to supply and wear evening dress.

This will not apply to variety and singing acts and chorus singers who normally supply and wear their own evening dress for a performance.

117 Pension Provisions

Where the artist is a member of the Pension Scheme and has elected to make a contribution the BBC will contribute 5% of the Artist's fee subject to a maximum contribution of £88.20 per week or per episode whichever is greater. The episode fee is calculated by dividing the total engagement fee by the number of episodes within which the artist features. The artist will contribute 50% of the sum paid by the BBC.

The Equity Pension Scheme is administered by First Act Insurance and provided by Commercial Union.

Section 2

Variety Acts
Solo Light Entertainment Singers
Pop Singers and Pop Groups

200 **Engagement Fees and Work Entitlement**

Negotiable, but subject to a minimum fee to cover two Work Days:

For one artist	£615
For two artists	£753
For three artists	£882
For four artists	£1021

For each additional artist: An additional £139

Additional Work Days
(rehearsal and/or performance): £85.00 per artist per day

201 **Hours of Work**

As in Section 1 paragraph 102.

202 **Reduced Rate for Single Region Programmes**

- a) If a programme is produced in a Region, or in London when London opts out as a Region, and is transmitted in that Region only, the Engagement Fee may be reduced by 25%.
- b) The BBC guarantees
 - i) that the actual amounts paid to individual artists to whom this Section applies will not be less than they normally receive under the present agreement for similar work, and
 - ii) not deliberately to engage artists of less calibre than they have employed previously in the Regions nor to substitute artists who command lower fees.

203 **Signature Tunes**

For recordings of opening and/or closing music, the BBC may pay the appropriate Engagement Fee enhanced by 50%.

The fee gives the BBC all rights in all media throughout the world without restriction, except that in its domestic services for the United Kingdom only it will acquire all Television rights without restriction for a period of five years following the date of first transmission. Thereafter, the BBC may acquire further periods of five years upon payment equal to 75% of the then current Signature Tune Fee to each singer for each additional five year period.

This agreement applies to all Signature Tunes recorded on or after 1st January 1995.

**204 Section 1 paragraphs 105 - 8 and 111 - 116 will apply to such artists as appropriate.
See also Section 6 - 10.**

The Residual Basic Fee will be 100% of the total Engagement Fee (see Section 8 paragraph 802).

Section 3

Stunt or Fight Co-ordinators: Stunt Performers**300****Stunt or Fight Co-ordinators**

- a) A minimum fee of £378 for each day on which services are required.
- b) Hours or Work: As is Section 1 paragraph 102.
- c) When the Arranger is also required to perform a stunt a separate Stunt Performer's fee will be negotiated additionally.

301**Stunt Performers**

- a) A minimum fee of £327 for each rehearsal or performance day on which services are required (and reconnaissance days in the case of Major Stunts).
- b) Hours of Work: As in Section 1 paragraph 102.
- c) All stunt fees are negotiable. For a Major Stunt (i.e. where the skill or hazard is such that a detailed description and/or inspection of the site is necessary before the fee can be negotiated and the engagement accepted) a fee above the minimum will be negotiated to take accounts of
 - i) the numbers of times the artist is required to perform the stunt, and
 - ii) the degree of hazard involved.
- d) Waiting days on location or travel days (required by the BBC and when it is not practicable for the artist to return home): £159 per day, provided no greater fee has been agreed for that day.
- e) Supplementary Attendances: Read - throughs, Photographic Sessions, Fittings

Full day (maximum 8 hours):	£159
Half day (maximum 4 hours):	£79.30

provided no greater fee has been agreed for that day.
- f) Stunt Performers may be required to appear in vision establishing and confirming the characters in which they perform their stunt. If required to carry out work beyond that expected of a Walk-On (see Section 12) the total Engagement Fee will be negotiable (minimum £588).
- g) Artists may be asked to supply properties for a negotiated additional payment.

302

Section 1 paragraphs 108, 111 - 115 (except as modified above) and 116 will apply to Stunt Arrangers and Performers as appropriate.

See also Sections 8 - 10.

The Residual Basic Fee will be 100% of the total Engagement Fee excluding Expenses; Read-through; Photographic Sessions; Fittings, Reconnaissance Fees for Stunt Performers; Fees for supply of Costumes or Properties.

Section 4

Choreographers
Assistants to the Choreographer**400****Choreographers**

- a) A minimum of £789 for up to six Work Days within one week.
- b) Two additional days may be added to the above week at a minimum fee of 25% of the agreed Weekly Fee.
- c) Hours of work: as for the Dancers or other main Artists engaged for the production (see Section 1 paragraph 102).
- d) Overtime
 - i) no payment for rehearsal overtime.
 - ii) recording: when present, as for the Dancers or other main Artists engaged for the production (see Section 1 paragraph 102)
- e) Short Engagements

When a choreographer is required to direct artists to perform conventional and uncomplex dances: a minimum fee of £620 for not more than three Work Days.
- f) Choreographers also required to perform will receive an additional fee under Section 1 paragraph 100.
- g) Subject to the BBC's licence, such copyright as exists in the choreographic work for each engagement will belong to the Choreographer.

401**Dancers required by the BBC to assist the Choreographer**

£101 per week of part in addition to Dancer's fee.

If the Assistant is appointed because the Choreographer wishes to be absent for part of an engagement the Choreographer will reimburse to the BBC the cost of the Assistant's fee during the Choreographer's absence.

402

Section 1 paragraphs 105, 108, 110, 112 and 115 will apply to Choreographers and their Assistants.

The Residual Basic Fee will be 100% of the total Engagement Fee excluding Expenses; Read-throughs; Photographic Sessions; Fittings; fees for supply of Costumes or Properties; payments under paragraph 401 above.

Section 5

Chorus/Session Singers
London Cathedral Churches - Lay Clerks

500

Chorus/Session Singers - Basic 5 Hour Session

- a) A minimum fee of £220 per singer for a continuous period of 5 hours to include up to 4 hours work. Rehearsal and performance may be alternated as required. More than one Main Session may be booked.

Overtime: If the basic period is extended additional performance rates hereunder are payable

£14.60 for each 6 minutes (or part thereof) up to one hours' excess time

£17.50 for each 6 minutes (or part thereof) thereafter

- b) Additional Rehearsal:

- a) £12.20 for each 30 minutes (or part thereof if immediately before basic session)

- b) £80.00 for 3 hours (or part thereof) and thereafter £12.20 for each 30' or part thereof if detached from basic session but on a day on which a basic session fee is payable

- c) £89.60 for 3 hours (or part thereof) and thereafter £12.20 for each 30' or part thereof if detached from basic session but on a day on which no basic session fee is payable

- c) Recording during Additional Rehearsal: £59.40 per session.

501

Chorus/Session Singers - Out-of-Vision Recording Session

Only to be used if singers are out-of-vision and record their whole contribution in advance of the final recording of the programme by other artists. Additional rehearsals may not be booked in association with Shorter Main Sessions.

- a) Group of 8 singers or less

£204.00 per singer for 3 hours. Without further payment the BBC has the right to use the tape during rehearsals of the programme.

Overtime: £14.10 per 15 minutes or part up to a maximum of one hour.

- b) Group of more than 8 singers

£165.00 per singer for 3 hours. Without further payment the BBC has the right to use the tape during rehearsals of the programme

Overtime: £12.20 per 15 minutes or part up to a maximum of one hour.

502

Chorus/Session Singers - Weekly Engagements

Irrespective of the number of artists and whether in or out of vision.

- a) A minimum fee of £620.00 per singer for 6 Work Days in any consecutive seven day period. Initial Fees and Hours of Work in accordance with Section 1 paragraphs 100 and 102.
- b) More than one week may be booked if required. The engagement period may be extended by up to two days on payment of the appropriate fees under paragraphs 500 and/or 501 above.
- c) Pre or Post recording may take place outside the period covered by the Weekly Engagement. Fees as appropriate under paragraph 500 and/or 501.

503

Subsequent Use of Recorded Tape

For music recorded in advance of the final performance of a programme by other artists, the tape may be used during all rehearsals of the programme on payment of an additional fee of £27.00 per singer. The tape may be incorporated into the final programme without further payment.

This payment does not apply when the music has been recorded at an out-of-vision recording session. See 501 above.

504

Signature Tune

A minimum fee of £331 per singer for a continuous period of 3 hours during which the BBC can record signature tunes, identifying items and national anthems.

Overtime: £52.50 for each half hour (or part thereof)

The fee gives the BBC all rights in all media throughout the world without restriction, except that in its domestic services for the United Kingdom only it will acquire all Television rights without restriction for a period of five years following the date of first transmission. Thereafter, the BBC may acquire further periods of five years upon payment equal to 75% of the then current Signature Tune Fee to each singer for each additional five year period.

This agreement applies to all Signature Tunes recorded on or after 1st January 1995.

Additional Rehearsals: £12.20 for each 30 minutes (or part thereof)

505

Relays

- a) Live or deferred broadcasts of public concerts before paying audiences, whether promoted by the BBC or by third parties. The term "concert" excludes full opera productions, ballet, musicals and performances containing production numbers requiring singers to dance or move about the stage. The consent of each singer must be obtained. Equity has agreed to seek such consents if requested to do so.
- b) Minimum Fees

Transmission time up to 3 minutes :	£50.30 per singer
Transmission time	
over 3 minutes up to 5 minutes :	£76.30 per singer
Transmission time over 5 minutes :	£154 per singer

SECTION 5

- c) Additional Rehearsal especially called by or for the BBC: £59.40 per singer in accordance with paragraph 500 above. No payment will be made for a rehearsal scheduled by a third party for its own purposes.

506

Trailers

- a) See Section 1 paragraph 111 b) - e). No additional payments will be made for trailers made during a main session, a shorter main session or an additional rehearsal session or transmitted live from a rehearsal.
- b) For Trailers made at other times an additional payment will be made:
- i) on a day when other payments are made - £59.40 per singer.
- ii) on a day when no other payments are made £123 per singer.

507

Supplementary Attendances: Photographic Sessions, Fittings

When singers are engaged on a session basis: attendance for photographic sessions or costume/make-up sessions will be regarded as time spent in rehearsal. When singers are engaged on a weekly basis: the terms of Section 1 paragraph 105 will apply.

- i) The provisions of Section 1 paragraphs 107, 108, 110, 112, 113, 114, 115 and 116 will apply where appropriate. See also Sections 6, 9 and 10.
- ii) The Residual Basic Fee is the total of payments as appropriate for main sessions, additional rehearsal, shorter main sessions, weekly fees and flashbacks (see Section 8 paragraph 805). See Section 8 paragraph 804 e) for percentage repeat fees.

508

London Cathedral Choirs - Lay Clerks

- a) Normal Services
- As in paragraph 500 above.
- b) Special Services (i.e. services described as such by the capitular body) 150% of the rates shown in paragraphs 500 and 501 above.
- c) A simultaneous television and radio relay, live or deferred, may be given on payment of the television fee.
- d) Except as indicated above, the rates and conditions of paragraphs 505 - 508 apply where relevant.

509

Overdubbing

When a singer in any session is required to overdub his/her own performance he/she shall be paid a fee equivalent to 100% of the appropriate performance fee under paragraph 500 or 501 above in respect of the first overdub and 100% for each subsequent overdub up to a maximum of three.

Recorded Repeats in UK

- 1 Repeats may be given as required by the BBC in its own services of programmes whenever made.
- 2 Rates
 - a) Repeats fees are calculated on the Performance fee excluding fees for rehearsals and overtime.
 - b) Apart from the special cases in (c) below the Repeat Fee will be 50% for each of the first two Repeats and then 100% for the third Repeat 50% for each of the 4th and 5th Repeats and 100% for the 6th Repeat and so on.
 - c)
 - i) Guaranteed Repeats
When a recorded Repeat is guaranteed at the time of the engagement a Repeat Fee of 35% will apply provided that the Repeat Fee is paid at the same time as the recording fee.
 - ii) Repeats of Education for Adults Programmes (Continuing Education) attract 50% Repeat Fees for each of the 1st, 2nd and 3rd Repeats. The 4th Repeat attracts a Repeat Fee of 100%. The cycle then repeats itself for further Repeats.
 - iii) Repeats of Schools Programmes attract a 50% Repeat Fee for each of the 1st, 2nd, 3rd, 5th and 6th Repeats. The 4th and 7th Repeats attract a fee of 100%. The cycle then repeats itself for further Repeats.

Schools: Half-Term Repeats Programmes scheduled for repeat transmission in half-term repeat weeks may be repeated without such repeats counting against the provisions detailed above: each Repeat will be 50%.
 - iv) Narrative Serials.
When a recorded repeat is given within one week of the first showing and the process is repeated in the event of a later re-showing of the entire serial, the 1st, 2nd and 3rd Repeats attract 50% Repeat Fees and the 4th Repeat attracts a Repeat Fee of 100%. The cycle then repeats itself for further Repeats if appropriate (see also c (i) above).
 - d) If any programme recorded under an earlier agreement is repeated three or more years after the date of first transmission the repeat fee(s) will be 50% of the current session rate.

Section 6

Theatre Excerpts

600

General

- a) These arrangements apply chiefly to recordings of parts of rehearsals or performances from productions made by other managements but may be used for especially recorded excerpts from the BBC's own productions. Artists may, if necessary, be asked to attend especially for the purpose of a BBC recording.
- b) Recording 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 BBC studio or location. The BBC will then, as appropriate:
 - i) provide transport between the artist's normal place of work and the studio, and return, and provide reasonable refreshment facilities, and
 - ii) ensure that the artist returns to his/her normal place of work no later than 30 minutes before the theatre performance is due to begin.
- c) Recordings must be completed within a call time of three hours including travel time.
- d) The BBC guarantees that no excerpt shall
 - i) include the denouement of a play.
 - ii) consist of a complete work.
 - iii) interfere with the theatre presentation of the production.
- e) All Recordings require the prior consent of all the artists involved.

601

Fees and Hours of Work

- a) News Access (News Bulletins, News Items in News Magazines)

Transmission time up to 2 minutes:	no payment
Transmission time over 2 minutes:	minimum £33.40
- b) Magazines, Feature, Documentary Programmes

Transmission time up to 3 minutes:	minimum £50.00
Transmission time over 3 minutes up to 5 minutes:	minimum £76.20
- c) Excerpts of up to 10 minutes transmission time

May be made at a BBC studio/location or at a theatre in accordance with Section 1 paragraph 106.
- d) Excerpts of over 10 minutes transmission time

A minimum payment of £588 for each artist and a minimum £154 for each Chorus Singer. This facility is restricted to:-

 - i) concerts in which the artist's contribution is musical or narration to music; concert performances of opera; solo concert performances by singers (with or without backing chorus groups)

SECTION 6

601

- ii) special functions e.g. championships, competitions, pop concerts and festivals.
- e) Other longer relays may be agreed after special discussion between Equity and the BBC.
- f) Multiples of the above fees may be negotiated as appropriate for a series of recordings made over a period of time to follow the progress of a particular production, company or management.
- g) No payments will be made for normal backstage activity or curtain calls.
- h) Directors and Stage Management

The appropriate payments above will be made to Directors and Stage Management staff who:-

- i) are especially called to attend by the BBC, or
- ii) appear in the transmitted excerpt, or
- iii) in the opinion of the BBC make a significant contribution to the recording.

Section 7

Ballet/Dance and Opera**Fees for Programmes already Rehearsed and Produced by Other Managements**

700

Fees: Ballet/Dance

Ballet Companies (Royal Ballet, English National Ballet, Rambert Dance Company, Northern Dance Theatre)

	<u>More than 60 minutes</u>	<u>Less than 60 minutes</u>
1st Category Principal	£1981	£1478
2nd Category Principal	£1633	£1264
1st Soloist	£1608	£1155
2nd Soloist	£1492	£1052

NB All the above fees will cover all roles danced within the performance.

All the above fees are negotiable: the fees below are set fees:-

Featured Corps with at least 2		
Additional Standard Corps roles	£1130	£822
Featured Corps de Ballet	£979	£774
Standard Corps de Ballet	£919	£679
Minor Corps de Ballet	£744	£616
Actors	£588	£588
Stage Managers	£1140	£899
Deputy Stage Managers	£899	£646
Assistant Stage Managers	£726	£558

NB If a member of the Standard Corps de Ballet dances 3 or more Standard Corps de Ballet roles, that member will be entitled to be paid as Featured Corps de Ballet.

Note 1 **Companies other than those named above are minor companies with minimum rates 20% below those above.**

Note 2 The fees entitle the BBC to 3 days work (that is one recording and 2 rehearsal days) out of 14, if required. A rehearsal day may be converted into a recording day subject to payment of a £60.00 Additional Recording Day fee. Work on days in excess of 3 shall be paid at:-

- a) £62.00 if rehearsal only is required.
- b) £122.00 if recording is required on the relevant day.
- c) £127.00 if a recording of an additional complete performance is made.

Note 3 Fees for principals are negotiable, the remainder are not negotiable.

Note 4 A cover required by the BBC to attend shall be paid £224 a day for each day he is so required.

Note 5 For short magazine items, see section 6.

700

- Note 6** The category of the artist is that adopted by the Ballet Company/Opera Company taking into account both the role being played and the artist's normal status in the Company. This condition will apply to negotiable as well as set fees.
- Note 7** Directors will be paid negotiable fees.
- Note 8** Staff producers of the Company will be paid a negotiable fee, if they render services for the BBC at the BBC's request.
- Note 9** Where the Company's house rules specify that costumes may not be worn during meal breaks, the BBC will ensure a minimum of 1+1/2 hours for the main meal.

701

Opera

	<u>More than 60 minutes</u>	<u>Less than 60 minutes</u>
Leading Solo Singers	£1965	£1478
2nd Solo Singers	£1629	£1264
3rd Solo Singers	£1539	£1155
4th Solo Singers	£1437	£1053

All the above fees are negotiable: the fees below are set fees:-

Opera Chorus	£919	£679
Actors	£588	£588
Stage Managers	£1140	£899
Deputy Stage Managers	£899	£646
Assistant Stage Managers	£726	£558

- Note 1** The fees entitle the BBC to 3 days work (that is one recording and 2 rehearsal days) out of 14, if required. A rehearsal day may be converted into a recording day subject to payment of a £60 Additional Recording Day fee. Work on days in excess of 3 shall be paid at:-
- £62.00 if rehearsal only is required.
 - £122.00 if recording is required on the relevant day.
 - £127.00 if a recording of an additional complete performance is made.
- Note 2** A cover required by the BBC to attend shall be paid £224 a day for each day s/he is so required.
- Note 3** For short magazine items, see Section 6.
- Note 4** Dancers engaged for Opera will be treated under the terms of paragraph 700.
- Note 5** The category of the artist is that adopted by the Ballet Company/Opera Company taking into account the role being played and the artist's normal status in the Company. This condition will apply to negotiable as well as set fees.
- Note 6** Directors will be paid a negotiable fee.

Note 7 Staff producers of the Company will be paid a negotiable fee, if they render services for the BBC at the BBC's request.

Note 8 Where the Company's house rules specify that costumes may not be worn during meal breaks, the BBC will ensure a minimum of 1+1/2 hours for the main meal.

702

a) Making of Offers

The Company shall issue offer letters (or if the Company prefers such offers can be made to the artist by the BBC and routed through the Management Office) to each individual dancer or solo singer. The opera chorus members and Actors will be offered the agreed rates. Every effort shall be made to ensure the offers shall reach the artists not less than two months before the performance date and the letters shall clearly state in which fee category the artist has been placed, the role(s) to be performed, and the appropriate fee. The text will make clear that the engagement is subject to Section 7 of the Agreement and that no firm commitment is acknowledged until complete Agreement has been reached with all those involved in the production. An obligation will be placed on the artist to give the Management (or the BBC) a definite response within seven days of the offer being made and it will be specified that a further seven days is allowed for negotiation (in cases of fees in negotiable categories) if the offer is unacceptable. The letter will also state that in cases of rejection of offer (after 7 days for non-negotiable fees) and cases of failure to reach Agreement (after 14 negotiable fees), the Management in agreement with the BBC will have the right to re-cast unless (in the case of negotiable fees) arbitration is invoked by either party.

b) Arbitration

- i) If a fee is referred to arbitration, the question shall be referred to a single arbitrator coming within sub-paragraph (iii) below, whose decision shall be final and binding on both parties.
- ii) The Arbitrator shall (in confidence) be provided with all the relevant information relating to the production including in particular:
 - a) Fees to be offered to all other Artists in the production.
 - b) The details of the particular Artists' previous professional experience and status.
 - c) The fee paid to any other Artist for similar work.
- iii) An arbitrator or panel of arbitrators shall be agreed annually between the BBC and Equity. If no such arbitrator is available and willing to act in any case, an arbitrator for that case shall be agreed between the BBC and Equity.
- iv) The word "Artist" in this paragraph shall be construed as a reference to the following categories:-

In the Case of the Ballet Productions

- a) 1st Category Principals
- b) 2nd Category Principals
- c) 1st Soloists
- d) 2nd Soloists

SECTION 7

702

In the Case of Opera Productions

- a) Leading Solo Singers
- b) 2nd Solo Singers
- c) 3rd Solo Singers
- d) 4th Solo Singers

- v) Reference to arbitration binds the artist concerned to participate in the Television production without prejudice to the arbitration award.

703

Residual payments are based on the fees, negotiated or set as appropriate, shown above.

Section 8

Repeat Fees

801 The fee upon which Repeat Fees are based will be known as the Residual Basic Fee

802 **Residual Basic Fees**

- a) Except as otherwise stated the Residual Basic Fee for each engagement will be not less than 80% and not more than 100% of the total Engagement Fee.
- b) The following items will **not** count towards the Residual Basic Fee:

Overtime; Retainer Fees; Expenses; Read-throughs; Photographic Sessions; Fittings; Night Work Fees; Trailers after the final date of an Engagement; Recce fees for Stunt Performers; Fees for supply of Costumes or Properties; Emergency Extension Fees paid as a result of circumstances beyond the control of the Producer (see 101 f) iii).
- c) A Residual Basic Fee will be paid for each programme recorded within the agreed continuous period of the engagement (e.g. if 5 programmes are recorded, the Residual Basic Fee for each programme is $\frac{80\% - 100\% \times \text{Engagement Fee}}{5}$)

5

803

UK Repeats

- a) Except as otherwise stated the BBC has the right to give two repeat transmissions of each artist's performance in its programmes within a period of three years from the date of the original transmission. The repeats may be given on either BBC channel and, if required, in different Regions at different times for the single repeat fee.
- b) The Repeat Fee will be 80% of the agreed Residual Basic Fee for each programme except that
 - i) for Drama and Light Entertainment programmes repeated more than 2 years but less than 2 1/2 years after the original transmission the Repeat Fee will be 90% of the agreed Residual Basic Fee, and
 - ii) for such programme repeated more than 2 1/2 years but less than 3 years after the original transmission the Repeat Fee will be 100% of the agreed Residual Basic Fee.
- c)
 - i) The BBC has the right to give a recorded repeat of narrative serial/series within one week of the first transmission on payment of a fee equal to 50% of the Residual Basic Fee.
 - ii) The arrangement is optional, but when it is intended to give a repeat within one week of the first showing, payment of the repeat fee must be guaranteed at the time of engagement and is payable whether or not the repeat is given. If a repeat within one week of the first showing is paid for but not given, payment cannot be set off against any subsequent repeat fees which may become payable.
 - iii) If such a programme is repeated again (i.e. a second repeat) normal Repeat Fees will be payable, but another repeat (i.e. a third repeat) may be given within one week at a Repeat Fee of 50% of the Residual Basic Fee.

Exceptions to the Normal Repeat Arrangementsa) **Education for Adults (Continuing Education)**

Programmes may be repeated five times over a period of five years from the date of the first transmission for the following payments:

- | | | | |
|-----|-------------------------------|---|--------------------------------|
| i) | 1st, 2nd, 3rd and 5th Repeats | : | 50% of the Residual Basic Fee |
| ii) | 4th Repeat | : | 100% of the Residual Basic Fee |

b) **Schools**

Programmes may be repeated seven times within a period of five years from the date of the first transmission for the following payments:

- | | | |
|-----|-------------------------------------|----------------------------------|
| i) | 1st, 2nd, 3rd, 5th and 6th Repeats: | 50% of the Residual Basic Fee |
| ii) | 4th and 7th Repeats | : 100% of the Residual Basic Fee |

Repeats scheduled in Schools half-term repeat weeks are additional to the above quota on payment of 50% of the Residual Basic Fee for each repeat.

c) **Pre-School Children's Programmes**

As b) above.

d) **Single Region Programme (Variety and Speciality Acts) (Section 2)**

- i) Programmes repeated in the single Region: 80% of the original Residual Basic Fee.
- ii) Programmes later transmitted on Network excluding Region of origin: difference between original Engagement Fee paid and a full Engagement Fee.
- iii) Programmes later transmitted on Network including Region of origin: 80% of the original Residual Basic Fee plus difference between original Engagement Fee paid and a full Engagement Fee.
- iv) Subsequent Network repeats: 80% of the full Residual Basic Fee.

e) **Chorus Singers** (Section 5)

See Section 5, paragraph 511

f) **Theatre Excerpts** (Section 6)

- i) Excerpts of up to 3 minutes transmission time: 100% of original fee referred to in 601b
- ii) Excerpts over 3 minutes transmission time: 80% of original fee referred to in 601b
- iii) Excerpts of over 10 minutes (Chorus Singers only): See Section 5, paragraph 511

804

g) Voice-Only Performancesi) Dramatised Reading

When distributed through a series or serial, 100% original fee gives right to one repeat of entire series/serial.

ii) Dubbing

as i) above.

iii) Post Synchronisation by Substitute Artist

as i) above.

805

Flashbacks

- a) For the purposes of continuity between one episode of a series or serial and another, up to one minute of the previous episode may be shown at the beginning of the next episode without additional payment.
- b) Flashback Fees of £62.10 (for one minute or less) or £124.10 (more than one minute) will be paid to each artist concerned, whether or not he/she is engaged for the episode which contains the flashback. Such payments are additional to any agreed Engagement Fee and will form part of the calculation of the Residual Basic Fee for that programme.

806

Extracts

- a. Extracts of up to four minutes length or five minutes for Schools programmes [with the exception of Variety Acts and Speciality Acts - see below] may be used in any programme category [except Compilations - see below] without restriction of time or percentage of programme length on payment of extract fees.
- b. Variety Performers and Speciality Acts - extracts are limited to two minutes duration unless the prior consent of the artists has been obtained, and may not include the whole act or the climax of the act.
- c. Extracts that criticise or ridicule the artists performance or are of an explicitly sexual nature or feature full frontal nudity - the prior consent of the artist must be obtained.
- d. Extract Fees
 - extracts not exceeding 1 minute £41.90
 - extracts exceeding 1 minute but not exceeding 4 minutes [5 minutes for Schools programmes] £77.30

806

- e. Compilation Programmes - 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 and which are mainly comprised of contributors booked under the terms of the BBC's agreement with Equity or the Musicians Union.
- i) There is no limit to the length of extracts that may be used.
 - ii) Main Artists, i.e. artists not booked as a Walk On or Supporting Artist or Chorus Singers will receive one repeat fee for each compilation programme in which their performances are featured. This fee will be based on the highest individual fee they received for the work contained in the compilation programme i.e. if extracts from 1989, 1990 and 1991 are included in the compilation and the highest fee received was for 1991 performance then that will be the fee on which the compilation repeat payment will be based. The appropriate repeat rate or out of time rate, or off peak out of time repeat rate for that year will apply.
 - iii) Walk Ons will be paid one new fee at the current recording day rate.
 - iv) Chorus Singers will be paid one fee at the current rate that is equivalent to the highest rate they were paid for the material that is included in the compilation.
- f. The use of extracts does not reduce the permitted number of recorded repeats of the programmes from which the extracts are taken.
- g. Extracts of up to one minute may be used without additional payment in programmes of an historical and reminiscent nature.
- h. An extract may be used in Radio in the same categories of programme as extracts from Radio programmes may be used but on the terms and conditions of a) to e) above.
- i. Obituary Features
On payment of £244 to the Equity Benevolent Fund or another agreed charity, in respect of each obituary the BBC shall have the right to use extracts from recordings which do not individually exceed two minutes and do not in aggregate exceed ten minutes.
- j. Repeat of Extracts
For a repeat fee of 100% of the original extract fee the BBC may acquire the right over an unrestricted period to all domestic uses of the extract integrated in both Radio and Television. This fee is payable on first domestic use.
- k. Sales and Further Uses
For a repeat fee of 100% of the original extract fee the BBC may obtain the right over an unrestricted period for all further uses of the extract in all media. This fee is payable on first use under this provision.

807

Peak , Off-Peak and Daytime Off-Peak Hoursa) Peak Hours are defined as:

	<u>BBC-1</u>	<u>BBC-2</u>
Monday to Friday	4pm - 10pm	6pm - 10.30pm
Saturday, Sunday Public Holidays	4pm - 11pm	6pm - 11pm

b) Off-Peak Hours are defined as:

	<u>BBC-1</u>	<u>BBC-2</u>
Monday to Friday	Before 2pm After 10pm	Before 2pm 5pm-6pm After 10.30pm
Saturday	Before 4pm After 11pm	Before 12pm After 11pm
Sunday	before 9am 2pm - 4pm After 11pm	before 12pm 2pm - 6pm After 11pm
Public Holidays	before 4pm after 11pm	before 6pm after 11pm

Note: To qualify for the off-peak percentages in Paragraph 808, a programme on BBC-1 (Monday to Friday) must be scheduled to continue beyond 10.30pm.

c) Daytime Off-Peak Hours are defined as:

	<u>BBC-1</u>	<u>BBC-2</u>
Monday to Friday	2pm - 4pm	2pm - 5pm
Saturday	-	12pm - 6pm
Sunday	9am - 2pm	12pm - 2pm

Note: these arrangements - (i) apply to programmes over 3 years old; and (ii) exclude public holidays

808

Out-of-Time Repeats

- a) The BBC may show in any twelve month period in place of bought-in material a) up to 52 Out-of-Time Repeats, and b) Out-of-Time repeats aggregated in transmission time not more than 150 hours per year.
- b) Repeat Fees depend on when the programme was first made and whether the repeat is to be scheduled in Peak or Off-Peak hours:

<u>Date when programme first made</u>	<u>Percentage of Residual Basic Fee (Aggregate Fee)</u>		
--	--	--	--

	PEAK	OFF PEAK	DAYTIME
01.01.09 – 31.12.12	100	50	30
01.01.08 – 31.12.08	105	53	32
01.01.07 – 31.12.07	110	55	33
01.01.06 – 31.12.06	120	60	36
01.01.05 – 31.12.05	125	63	38
01.01.04 – 31.12.04	130	65	39
01.01.02 – 31.12.03	140	70	42
01.01.02 – 31.12.02	150	78	47
01.01.01 – 31.12.01	160	83	50
01.01.00 – 31.12.00	170	88	53
01.01.99 – 31.12.99	180	93	56
01.01.98 – 31.12.98	190	98	59
01.01.97 – 31.12.97	245	125	75
01.01.96 – 31.12.96	305	155	93
01.01.95 – 31.12.95	370	188	113
01.01.94 – 31.12.94	430	218	131
01.01.93 – 31.12.93	545	275	165
01.01.92 – 31.12.92	585	295	177
01.01.91 – 31.12.91	650	328	197
01.01.90 – 31.12.90	700	353	212
01.01.89 – 31.12.89	765	385	231
01.01.88 – 31.12.88	795	400	240
01.01.87 – 31.12.87	855	430	258
01.01.86 – 31.12.86	920	463	278
01.01.85 – 31.12.85	930	475	285
01.01.84 – 31.12.84	940	480	288
01.01.83 – 31.12.83	950	485	293
01.01.82 – 31.12.82	960	490	295
01.01.81 – 31.12.81	970	500	297
01.01.80 – 31.12.80	980	510	300
01.01.79 – 31.12.79	990	520	310
01.01.78 – 31.12.78	1000	530	320
01.01.77 – 31.12.77	1020	540	326
01.01.76 – 31.12.76	1030	550	340
01.01.75 – 31.12.75	1040	560	343
01.01.73 – 31.12.74	1045	570	345
01.01.63 – 31.12.72	1050	580	347

Section 9

Sales Distribution**Note**

The rates set out in Sections 900- 905 and Schedule A do not apply to the following categories of programmes with the exception of sales (unless specific arrangements have been made with Equity):

All Television Drama Group output and Regional Drama

All Light Entertainment output

Other Drama output including that of School Broadcasting and Children's Programmes.

For these programme genres please refer to Section 906.

900**Sales Distribution - Part 1**

The percentage in Schedules A and B which follow, are applied to 100% of the Residual Basic Fees (as defined in Section 8), other than to the exceptions shown in paragraph 902 hereunder.

901

The artist is required to state at the time the offer of engagement is being negotiated for which foreign countries he would be unable to grant the BBC Sales Distribution Rights, (or for which country he would require a separate negotiation) and if the BBC wishes to proceed with the offer, the form of engagement will contain special stipulations accordingly.

902

The exceptions to 900 above are:-

- | | | | |
|----|---|---|--|
| a) | <u>Opening & Closing Sequences</u>
(Artists appearing in less than
50% of episodes) |) | Payment of 100% of the
Residual Basic Fee secures
all "Sales" distribution rights
for series or serials, with the
exception of the National
Commercial Network of the
USA. Payment of a total of
150% includes all "Sales"
distribution rights including
the National Commercial
Network of the USA. |
| b) | <u>Signature Tunes</u>

(For Chorus Singers - see
paragraph 504) |) | |
| c) | <u>Extracts</u> |) | Payment of 100% of Extract
Fee secures for the extract as
integrated all distribution rights. |
| d) | <u>Sound Only Recordings</u>
Dramatised Readings when
recordings distributed
throughout series |) | Payment of 100% of the
Residual Basic Fee secures
all distribution rights. |

903

- a) Apart from co-productions see 903 b), Residual Basic Fees shall be increased by 50% in the case of sales made seven or more years after the first transmission of the programme or the first transmission of the last programme in the case of a series or serial. This will apply to sales coming within this sub-paragraph which are made on or after 31 October 1989.
- b) In the case of co-productions entered into on or after the 31 October 1989 the overseas percentage in force at the date of the programme is recorded will be used and the calculations made on the Residual Basic Fee for the period of up to seven years from the date of the first transmission of the programme or the first transmission of the last programme in the case of a series or serial. From the start of the second seven year period the Residual Basic Fee will be increased by 50%. If rights in excess of 14 years are required the BBC will discuss each case with Equity.

SECTION 9

904 In the event of an official withdrawal of labour in an overseas territory by performers of the type in respect of which Equity is recognised by the BBC the BBC will, at the written request of Equity refrain from making any new agreements to supply programmes to which this agreement applies to that territory during the continuance of the stoppage of work unless a condition is attached to the sale, and enforced, that the programme shall not be transmitted during the period of stoppage.

905 Television Training Productions

If we wish to sell Television Training Productions made under the terms of the special rates agreed with Equity for that purpose we may do so on a once and for all basis of payment to the artists of 100% of the fees paid to them for the training production and of 100% of extract fees for extracts taken from other BBC programmes. The organisation purchasing the film undertakes that it will be used only for training purposes.

Schedule A

The following sets out the terms agreed between the BBC, BBC Worldwide Ltd. and Equity for the exploitation by the BBC, its subsidiaries, its licensees or assignees of the contributions of Equity type artists to the programme types described in (i) and (ii) below.

(i) Factual Programmes

The definition of a factual programme is where the BBC funding for the programme comes from a factual commissioner and when the programme price falls within the BBC's factual tariff scale.

(a) 50% or less drama: a payment of an additional 60% of the Artist's Residual Basic Fee acquires all rights throughout the world in perpetuity (excluding BBC1, BBC2, ITV1, C4/S4C, Five and US Networks)

(b) More than 50% Drama: a payment of an additional 80% of the Artist's Residual Basic Fee acquires all rights throughout the world in perpetuity (excluding BBC1, BBC2, ITV1, C4/S4C, Five and US Networks)

NB The terms above apply to the exploitation of programmes contracted on or 1st January 2013

(ii) Minor Contributions in non-Drama/Light Entertainment Programmes**(i) All Rights in All Media throughout the World (excluding the UK)**

a payment of 100% of Artist's Residual Basic Fee acquires all rights in all media throughout the world (excluding the UK), or:

(ii) All Rights in All Media throughout the World (excluding BBC-1 and BBC-2)

a payment of 150% of Artist's Residual Basic Fee acquires all rights in all media throughout the world (excluding repeats on BBC-1 and BBC-2).

As an alternative to the above the following media may be acquired separately:

(a) Standard Television

For titles which have not previously been sold to standard television a payment of 35% of the Artist's Residual Basic Fee acquires all further usage of the contribution in this medium; or,

for titles previously sold to standard television a payment of 20% of the Equity Artist's Residual Basic Fee acquires all further usage of the contribution in this medium;

(b) Non-Standard Television

For titles which have not previously been sold to non-standard television a payment of 30% of the Artist's Residual Basic Fee acquires all further usage of the contribution in this medium; or

for titles previously sold to non-standard television a payment of 20% of the Artist's Residual Basic Fee acquires all further usage of the contribution in this medium.

For the avoidance of doubt this replaces the provisions for cable sales made under the 1984 'World Pay and Basic Cable Television Agreement';

(c) Non-Theatric Exhibition: i) Non-Paying Audiences

Exhibition to Non-Paying Audiences is defined as the right of exhibition to audiences not making any specific payment to see or hear the material in question and coming within the following categories of audiences:

- in education institutions (e.g. universities, colleges, schools, evening institutes, etc.)
- education classes and gatherings held by companies and other bodies not being educational institutions
- in clubs or other organisations of an educational, cultural, religious, charitable or social nature (e.g. drama study groups, film societies, churches, professional associations, etc.)

Prints or tapes may be supplied either direct to users or through recognised film societies or film libraries.

A payment of 25% of the Artist's Residual Basic Fee acquires all further exhibition to Non-Paying Audiences throughout the World.

NB This provision may also be used for drama productions of not more than 30 minutes duration produced by BBC Schools Department in which Equity members provide the major ingredient;

(c) Non-Theatric Exhibition: ii) Trapped Audiences

Trapped Audience Exhibition is defined as the right of exhibition to audiences where no specific payment is made (e.g. on planes, ships, buses, trains, constructions sites including oil rigs or in hotels).

A payment of 5% of the Artist's Residual Basic Fee acquires all further exhibition to Trapped Audiences throughout the World.

Schedule B - Theatric Rights

In return for payment of 50% of the Residual Basic Fee payable upon first release against a 20% royalty of Worldwide's gross income received from theatric distribution, a production may be shown theatrically a) outside the UK (including the USA) as required and b) within the UK provided that:

- i) The exhibition shall take place within a total period of eighteen months before and eighteen months after the first UK transmission.
- ii) The duration of the exhibition of the production shall not be longer than a continuous period of three months in any given territory.
- iii) The exhibition shall take place in not more than thirty cinemas in the UK which shall not be all in the same circuit.

906 Sales Distribution - Part II

- a) The following sets out the terms agreed between the BBC, BBC Worldwide Ltd, and Equity for the exploitation by the BBC, its subsidiaries, its licensees or assignees of the contributions of Equity-type artists to BBC Television programmes.
- b) The terms shall cover exploitation in all media which shall be defined as covering any means of distribution now known or hereafter developed including but not limited to cable television satellite terrestrial broadcasting and home video whether in the U.K. or overseas however in respect of simultaneous re transmission in Europe the existing agreement shall continue to apply.
- c) Equity-type artists (other than Walk-Ons and Supporting Artists who are covered by paragraph d) below) will share in a royalty of 17% of the gross income accruing to BBC Worldwide in respect of such exploitation (see below for additional provisions which apply to home video exploitation and sales to ITV1, Channel 4 (including S4C) and Five). Such a royalty shall be shared among the artists in proportion to their aggregate fees for the programmes concerned.

In the case of exploitation by co-producers not giving rise to income the royalty will be based on a notional income derived from the standard rates for the form of exploitation in question published in "Variety".

- d) The original fees payable to Walk-Ons and Supporting artists cover the acquisition of all rights for all purposes everywhere provided however that Walk-Ons shall continue to receive fees in respect of domestic re transmission by the BBC.
- e) In respect of the exploitation set out in paragraph 2 above of Operas, Ballets and concerts in which Equity-type artists are contributors, and 'Top of the Pops' and similar chart oriented programmes, Equity-type artists will share together with Musicians' Union-type artists in a royalty of 21% of the gross income accruing to BBC Worldwide in respect of such exploitation (except for home video exploitation); such royalty to be shared among all such artists in proportion to the Aggregate Fees of Equity-type artists and the Total Performance Fees of Musicians' Union-type artists for the programme concerned.
- f) It is open to the BBC to approach Equity with a view to seeking agreement that alternative arrangements to those set out in this agreement shall apply in appropriate cases.

Overseas Television Use

- g) In respect of overseas use the terms above shall apply to the following categories of BBC Television programmes:
 - all Television Drama Group output and Regional Drama;
 - all Light Entertainment output;
 - other Drama output including that of School Broadcasting and Children's Programmes
- h) In the case of exploitation of BBC Television programmes falling outside the categories referred to in paragraph g above, existing agreements as outlined in paragraphs 900-905 above shall continue to apply and where BBC Worldwide wishes to exploit the contributions of Equity-type artists in a manner which is not covered by existing agreements the BBC and/or BBC Worldwide will approach Equity with a view to entering into an agreement appropriate for such exploitation.
- i) The terms set out in a-f above shall apply to exploitation of all BBC Television programmes within paragraph g above.

Sales to ITV1, Channel 4/S4C and Five

- j) The programme repeat terms detailed in Section 8 (801, 802, 803,804, 807 and 808) shall apply.

Accounting - All Commercial Rights (except Home Video)

- k) The following accounting provisions shall apply to all commercial exploitation specified in this Agreement except for clarity in relation to the Videogram Rights where the accounting provisions set out below shall apply.
 - (i) The BBC shall account to the Artist for any royalties due from Commercial Exploitation except Videogram rights. Royalties shall be paid to the Artist no later than the end of the month following the month in which the BBC receives the Gross Receipts if the BBC or an associated or subsidiary company is the distributor, or if a third party is the distributor no later than the end of the month following the month in which the BBC is notified of the exploitation. The payment shall be accompanied by an explanation of how the amount due to the Artist is calculated. Unless specifically requested no payments will be made in respect of any period in which the sum due to the Artist is less than £25 in which case the amount will be carried forward to the next accounting period but shall in any event fall due for payment within twelve months.
 - (ii) The BBC will on receipt of a prior written notice from the Artist permit the Artist or a professional representative of the Artist to examine and take copies of its records of account relating to exploitation of the performance (but not more than once in any calendar year and during business

hours only). The said examination shall be at the expense of the Artist unless errors to the disadvantage of the Artist exceeding 10% (but subject to a minimum of £156) are disclosed in which case the cost of such examination shall be paid by the BBC and if no notice requiring such examination has been given to the BBC within 12 months of receipt of any payments by the Artist and there is no other dispute relating to those payments then the Artist shall be deemed to have agreed that those payments are correct and to have waived any claim in relation to them.

- (iii) The Artist shall keep any confidential information regarding the affairs of the BBC or any third parties which come to the attention of the Artist as a result of the examination or otherwise strictly confidential provided that the Artist may disclose such information to the Artist's professional examines the records of account to sign an undertaking of confidentiality in similar terms to that given by the Artist herein.

Home Video

- l) In the case of home video distribution the following costs will be deducted from the gross income before application of the appropriate royalty: origination costs, duplication, packaging and distribution
- m) In respect of Home Video licensed to a third party a royalty of 28.5% of the net income (minus 7.5% in respect of other rights owners) shall apply except in the case of programmes featuring MU-type contributors. In such cases, the payment will take into account the relevant royalty provisions of the MU agreement. The royalty will be shared among all artists in proportion to the Aggregate fees of Equity-type artists and where appropriate the Total Performance Fees of Musicians' Union-type artists.
- n) Titles will not be released under 'Buy One Get One Free' conditions within 18 months of their initial release without consultation with Equity.
- o) Accounting:
 - (i) The BBC shall render to the Artist statements of all payments due and of the number of videograms sold during each six month period after its first issue for sale to the general public delivering each such statement within three months of the end of the relevant period together with a remittance in respect of all of sums shown to be due. Unless specifically demanded no statements need to be rendered nor payments made in respect of any six month period in which the sum due to the Artist is less than £25 in which case the amount will be carried forward to the next accounting date. The Artist or their authorised representative or agent shall upon giving the BBC prior written notice thereof but not more than once in any calendar year and during the business hours only be entitled to examine the records of account relating to exploitation of the Videogram Rights which examination shall be at the expense of the Artist unless errors to the disadvantage of the Artist exceeding 10% (but subject to a minimum of £156) shall be disclosed in which case the cost of such examination shall be paid by the BBC and if no notice requiring such examination has been given to the BBC within 12 (twelve) months of receipt of any statement of account and if at the end of that period there is no other dispute relating to such statement the Artist shall be deemed to have agreed such statement and to have waived any claim in relation to it.
 - (ii) The BBC shall be entitled to set aside as a reserve against returns of videograms 20% of the royalties due as shown on each statement of account and such reserve shall be liquidated on the statement of account for the following period.

Pre-purchase of Additional Rights – Co-Produced Programmes

As an alternative to the royalty system described above, where a programme is a co-production, rights may be pre-purchased at the point of contract as detailed below in Table 1.

The use of these pre-purchase arrangements is subject to the following conditions:

- Co-producers are predominantly from outside the UK and can include BBC Worldwide
- the video percentages shall not apply where the production is commissioned and/ or financed by a UK Broadcaster, or any of its subsidiaries, who retain the video rights for distribution
- when a pre-purchase of rights expires the BBC will, on behalf of the co-producer, have the option to either pre-purchase a block of rights or to apply the appropriate multi-media royalty arrangements
- for the time being these pre-purchase arrangements do not acquire online/ internet rights, these rights will be subject to separate discussions between the BBC and Equity in coming months

Table 1		
Rights Package	7 years	10 years
All rights in all media except:		
(i) BBC1/2, UK non-standard TV, USA standard and non-standard TV, World Theatric, UK Home Video	45%	53%
or		
(ii) BBC1/2, UK non-standard TV, USA standard and non-standard TV, World Theatric, World & UK Home Video	35%	42%

Where rights have been pre-purchased under Table 1 above, further rights may pre-purchased at the point of contract as detailed below in Table 2.

Table 2		
Rights	7 years	10 years
Theatric: UK (unlimited use)	15%	20%
USA (unlimited use)	15%	20%
Rest of World (unlimited use)	15%	20%
Home Video (UK)	negotiable between BBC & Equity	negotiable between BBC & Equity
USA: 1 st network (prime)	75%	90%
2 nd network (prime)	25%	35%
thereafter (prime)	15%	20%
1 st network (non-prime)	35%	45%
2 nd network (non-prime)	7.5%	10%
PBS Network	15%	20%
PBS Syndication	7%	10%
Syndication (full)	25%	35%
Basic cable: over 50 mill homes	15%	20%
Basic cable: under 50 mill homes	7%	10%
Major Pay	30%	40%
UK non-standard TV	7%	10%

Section 10

Eurovision

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Eurovision (EBU) and Intervision (OIRT) Supplementary Fees

- a) Supplementary fees are payable at the fixed percentages shown in the attached schedule on the total fees payable to the artist, i.e. the Aggregate Fee plus Additional Recording Fees for programmes made specifically for EBU and/or OIRT transmission purposes.
(Programmes not made specifically for EBU and/or OIRT transmission purposes are to be treated under the normal Sales Distribution rules and rates: See Section 9).
- b) One transmission either live or deferred is permitted in each foreign country within a period of 30 days from a transmission in the UK. The UK transmission from which the live or deferred relay originates may be the original BBC transmission or the BBC repeat and in the latter case, as in the former, the supplementary fees are based on the fee in a) above.
- c) It is immaterial whether the performers who are eligible for payment are seen or are not seen on the screen.
- d) If a prior recording is not bound up with the broadcast or has not been made specially for it the fact of using it will not entitle the performers to the payments hereunder. This applies to performers in a commercial recording (commercial record, cinematography film or television film, irrespective of the producer thereof, acquired in the way of trade, i.e. by purchase, hire etc.), that is inserted in the broadcast.
- e) After the 30 day period the use of a foreign country can be made only under the terms set out for Overseas Distribution (see Section 9).

NB The above is a summary and does not supersede the text of the agreement between the EBU and International Federation of Performers.

SCHEDULE AND OIRT SUPPLEMENTSa) Organisations Members of the EBU in:-

Algeria	2%	Israel	1%	Portugal	3%
Austria	5%	Italy	27.5%	Spain	11%
Belgium	6%	Jordan	2%	Sweden	7%
Cyprus	1%	Lebanon	1%	Switzerland	4%
Denmark	5%	Libya	1%	Tunisia	1%
Finland	4%	Luxembourg	4%	Turkey	4%
France	30%	Malta	1%	United Kingdom	40%
Federal Republic of		Monaco	2%	Yugoslavia	6%
Germany	40%	Morocco	2%		
Greece	3%	Netherlands	7%		
Iceland	1%	Norway	4%		
Ireland	2%				

b) Organisations Not Members of the EBU in:-

Bulgaria	4%	East Germany	9%	Poland	10%
Czechoslovakia	7%	Hungary	5%	Rumania	6%
				USSR	40%

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If the total of the supplements proceeding from the above percentage is less than 12.5% the amount payable in respect of these supplements shall nevertheless be 12.5%, unless all the relaying organisations belong to developing countries situated in the European Broadcasting Area.

Section 11

Miscellaneous Items

1100

Periods of Work - All Artists

- a) No period of continuous work may continue for longer than six hours without a break of at least 20 minutes (30 minutes for artists over compulsory school age but under 18 - "young artists"). Normally the maximum period should be five hours.
- b) The minimum period of rest between work days for an engagement is 11 hours (12 hours for young artists), and wherever possible should be 12 hours.

Where continuity of production, or other exceptional circumstances, require it a) and b) above need not be observed (other than in the case of young artists) subject to an equivalent period of rest being provided within a reasonable period during the term of the artist's engagement.

- c) Artists (excluding all categories of singers, e.g. chorus and back-up singers; lay clerks; solo light entertainment; pop singers; pop groups) are entitled to annual paid leave of 5.6 weeks pro rata to the length of the engagement. Not less than a half day may be scheduled. Where possible leave should be allocated during the course of the engagement (and where engagements are for a year or longer in duration this should be the case). Full or part days of leave taken during the engagement period shall be paid at the same rate as full or part days of work. Where this is not possible the following payments in respect of leave not taken apply:

- £6.20 for each part day an artist works.
A part day is defined as up to 5 hours work (N.B this rate can only be used for part day engagement)
or,
- £12.40 for each day an artist works
A full day is defined as over 5 hours work in a day

See Section 12, Paragraph 1206 for Supporting Artist & Walk-on provisions.

1101

Night Work (i.e. work scheduled either to extend beyond midnight, excluding overtime or to begin between midnight and 7.00 am)

- a) Night Work is part of the Work Entitlement but Hours of Work for each night are restricted to a continuous period of 10 hours to include up to 8 hours work, to begin when the artist is called or attends for work.

- b) An additional fee of £59.20 will be paid for each night.

Overtime: £59.20 per hour or part.

- c) Day Work which Extends unforeseen into Night Work Time

Overtime rate of £49.70 per hour or part, but no additional fee.

- d) Night Work which Continues unforeseen into Day Work Time

As b) above.

1101

e) Early Calls

Notwithstanding the above the BBC may call an artist not earlier than 5.00 am on payment of an additional fee of £59.20 and treat hours worked thereafter on that day as day work.

f) Supporting Artists and Walk-Ons

See Section 12 paragraph 1203.

1102

Length of Hair

- a) When offering an engagement the BBC will specify the hair length the BBC considers necessary, including whether the hair should be normal, short or very short or any other special requirement. Hair cutting may be necessary.
- b) If the BBC does not inform the artist or his/her agent of the special requirements the BBC will either permit the artist to fulfil the engagement without hair cutting or replace the artist but pay him/her in full.
- c) Supporting Artists and Walk-Ons: see Section 12 paragraph 1205 f).

1103

Casting Agreement

- a) For all categories of engagement covered by this Agreement the BBC will endeavour to ensure that only professional performers are engaged. Producers and Directors will inform the relevant Contracts authority if they wish to engage non-professionals.
- b) If the BBC wishes to employ in a part i) someone not known to them previously as a professional performer, or ii) an amateur or amateur group which in the BBC's opinion can provide a contribution which a professional cannot do, the BBC will consult British Actors Equity as soon as practicable. If Equity so wish, a formal Casting Conciliation meeting will be held at the office of the BBC within one working day to discuss the proposed engagement. The BBC may ask the Producer or Director to be present at that meeting to advise Equity why the non-professional should be engaged. Equity may then agree to the engagement of the non-professional but, should they not agree, undertake not to impede the BBC's choice and subsequent production.
- c) The BBC will continue from time to time to remind artists' agents that for engagements in both London and the Regions they should endeavour to supply only professional Supporting Artists and Walk-Ons.
- d) It is the practice of the BBC to apply the terms and conditions of this Agreement to adult non-professionals who are engaged in any capacity covered by this Agreement. This will not apply however to
 - i) amateur choirs,
 - ii) talent spotting programmes, and
 - iii) non-professionals used in accordance with the BBC's policy of reflecting the different interests of the community.

1104 Time of Payment

Artists will be paid not later than seven days after the engagement is completed, subject only to the receipt of signed contracts, and where possible this payment will include any additional payments.

1105 Supply of Information

The BBC undertakes:

- a) to supply British Actors Equity at six-monthly intervals with i) the total number of BBC Television Equity engagements in London and the Regions, including main artists and Supporting Artists/Walk-Ons, and ii) the amount of bought-in Drama and Light Entertainment programme material transmitted;
- b) to provide Equity, at its London office, with copies of cast lists of Drama and Light Entertainment programmes produced in London and the Regions, when and as soon as they are available;
- c) to meet with Equity at six-monthly intervals in London, within four weeks of Equity's request for such a meeting, when the BBC will:
 - i) inform Equity of the prospective output in programme numbers of Drama and Light Entertainment programmes to be produced for the networks and the Regions,
 - ii) review with Equity the number of such programmes produced during the previous six months,
 - iii) discuss trends in production output,
 - iv) discuss as required information supply under a) above, and
 - v) discuss any matters arising from the Casting Agreement (paragraph 1103 above).
- d) to supply, at Equity's request, an auditor's certificate showing whether or not the amount the BBC had calculated as the cost of this Agreement has been fully applied to expenditure on Equity artists. This certificate will not however detail the principal or detailed sums involved.

None of the items mentioned above is a matter for negotiation between the BBC and Equity but the BBC will provide sufficient information for detailed discussion to take place.

1106 Use of Commercials in Television Programmes

A TV Commercial may be used in a BBC Programme on payment of a fee of not less than £165 to each artist. The fee covers incorporation into the BBC programme of the TV Commercial concerned or the relevant part of it and the first broadcast as so incorporated. Normal BBC repeat and other residual payments will be calculated on the basis that the fee above is the Residual Basic Fee.

The minimum fee of £165 applies to part artists only.

1107

Programmes Produced for U.K. Secondary Market

Where the BBC makes original programming for one or more new UK broadcasters (i.e. other than ITV, C4 and C5) the following provisions shall apply.

The fees paid to artists would be subject to the minimum engagement terms in the BBC Equity main Agreement. Payment of this fee would allow the programme to be transmitted by up to four new UK broadcasters over three transmission days each, with a maximum of 4 transmissions in any one day.

This limitation on the number of transmissions shall not limit the operation of new UK broadcasters operating time-shift services which may involve a number of relays of the same programming to provide a near video-on-demand service.

Further discussions with Equity would have to take place about low-budget productions which will not be covered by this arrangement.

1108

Quit Clause

Where in respect of performances contracted in accordance with this Agreement the Artist is entitled by law to receive from domestic or foreign collecting societies equitable remuneration or other forms of income additional to that arising under this Agreement nothing in this Agreement shall prevent the Artist from laying claim thereto. The Artist shall not be obliged to account to the BBC for any such income to which the Artist is entitled.

For the avoidance of doubt, unless specified elsewhere in this Agreement, the Artist shall not be entitled to any equitable remuneration or other forms of income which the BBC is entitled to receive whether as a producer and/or broadcaster or otherwise from domestic or foreign collecting societies, and the BBC shall not be obliged to account to the Artist for any such income.

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.

The BBC will if requested take reasonable steps to assist the Artist or a relevant collecting society at the expense of the Artist or collecting society to lay claim to any income which it may be entitled or mandated to collect and administer in respect of the rights in question without the BBC being liable for any failure by the collecting society to claim the income or distribute it to the Artist or being liable for any cost associated with laying claim to or distributing such income.

The BBC is authorised to disclose all necessary information about the Artist to a relevant collecting society so as to assist such collecting society to identify those entitled to receive the money it collects.

Section 12 Supporting Artists and Walk-Ons1201 Definitions

- a) A Supporting Artist is not required to give individual characterisation in a role nor to speak dialogue beyond crowd noise or reaction.
- b) A Walk-On is not required to give individual characterisation in a role but may be required to impersonate an identifiable individual to accept individual direction and to speak a few unimportant words (unscripted) where the precise words spoken do not matter.

1202 Rates of Pay

- a) Supporting Artists £85.50 for each day of attendance.
£93.70 for each night of attendance.
- b) Walk-Ons £105.70 for each recording day.
£127.90 for each recording night.

£85.50 for each rehearsal day.
£93.70 for each rehearsal night.
- c) If during a rehearsal or recording a Supporting Artist or Walk-On is required to speak dialogue or provide characterisation or in some other way contribute more to a role than the limits set out in 1201 above, the artist will undertake the work provided he/she is re-contracted at the appropriate level, if possible before the performance is given.
- d) Multi-Episodic Recording

Two or more programmes recorded on a single day: additional 50% of the recording fees for that day.

1203 Hours of Work

- a) A continuous period of 9 hours to include up to 8 hours work. An aggregate of up to 30 minutes travel time may be scheduled over and above the 9 hours without additional payment.
- b) Night Work (rehearsal or recording) if work scheduled either to extend beyond midnight or to begin between 10.00 pm and 7.00 am.
 - i) Day Work which Extends unforeseen into Night Work Time
All work after 12.15 am will be paid at the relevant Night Work overtime rate (see below), whether or not the Day Work entitlement has been fully used up.
 - ii) Night Work which Continues into Day Work Time
Working hours in excess of the entitlement covered by the Night Work fee will be paid at the relevant Night Work overtime rate (see below).

1203 c) Periods of Work

Normally a consecutive period no more than 5 hours, but a maximum consecutive period of up to 6 hours is permitted. When an artist is called before 8.00 am a coffee break will normally be given by 10.00 am.

1204

Overtime

- a) Recording: Day or Night
- | | <u>Per Hour or part:</u> | |
|--------------------|--------------------------|--------|
| | Day | Night |
| Supporting Artists | £13.00 | £16.10 |
| Walk-Ons | £16.10 | £21.60 |
- b) Rehearsal: Day or Night
- | | | |
|----------------|--------|--------|
| All categories | £13.00 | £16.10 |
|----------------|--------|--------|

1205

Additional Payments

- a) Special Skills: driving vehicles, riding horses, fencing and other special skills which are specified by the BBC as requirements of the engagement: £40.60 per day.
- b) Nudity and Simulated Sexual Acts: full nudity for men, full or substantial nudity (e.g. topless) for women: Walk-On rates plus Special rate of £58.00 per day.

Fees for artists required to simulate sexual acts, with or without nudity, will be individually negotiated. In appropriate cases, a One-Day or a Weekly Fee will be offered (see Section 1)

- c) Strenuous Work

Artists will not be required to undertake unusually strenuous work or to work in unusual discomfort unless specifically so engaged for a suitable additional payment.

- d) Costume and Make-Up Fittings will normally take place on a contracted working day. If artists are required on other days:

Full Day (maximum 8 hours)	:	£46.25
Half Day (maximum 4 hours)	:	£24.85

- e) Provision of Costume

- i) Artists may be asked to provide and perform in a contemporary outfit (e.g. a suit, jacket and trousers etc.) without any additional payment.

Artists asked to provide a second contemporary outfit (not covered by ii) below) will receive a payment of £11.40 per additional outfit per day.

- ii) Artists asked to provide and who agree to appear in their own evening dress or specialist clothing (e.g. morning dress, military or other uniform etc.) will receive a payment of £23.90 per outfit per day.

- f) Length of Hair

- i) When offering an engagement the BBC will specify the hair length the BBC considers necessary, including whether the hair should be normal, short or very short and any other special requirement. Hair cutting may be necessary.
- ii) If the BBC does not inform the artist or his/her agent of the special requirement the BBC will either permit the artist to fulfil the engagement without hair cutting or replace the artist but pay him/her in full.

1205

- iii) If an artist does not have, but is required to have, a very short haircut, by the standards of the day, and wishes to accept the engagement, he will receive a payment of £25.00.
- iv) If an artist is required by the BBC to attend for hair cutting, either on BBC premises or elsewhere, on a day other than a contracted working day, he/she will receive a payment of £24.50.
- g) Auditions
£18.00 per attendance.
- h) Opening and Closing Sequences: Series and Serials
 - i) Walk-Ons who are required to speak will be contracted under Section 1 paragraph 110.
 - ii) Walk-Ons who are not required to speak will receive £88 per recording day. For one or more further payments of £88 the BBC may purchase the right to include the artist's contribution in one or more blocks of 13 programmes in the same series or serial.
- i) Trailers
 - i) Walk-Ons appearing in trailers either taken as a clip from the programme or especially made but in the course of a normal day's work will receive no additional payment.
 - ii) Trailers may be used as in Section 1 paragraph 111.

1206

Leave: Payment in respect of leave not taken

Walk-ons: £11.11 for each day worked

Supporting artists: £8.78 for each day worked

Costume and Make Up Fitting: £5.50 for each day worked (maximum 8 hours)

Costume and Make Up Fitting: £3.00 for each day worked (maximum 4 hours)

Where it is possible to schedule a half or full leave day the payments above do not apply.

1207

Travel and Subsistence

- a)
 - i) A payment of £9.45 will be made to each Supporting Artist required to attend a studio or place of rehearsal situated outside a 10 mile radius of London or the Television Centre or Elstree, or more than 10 miles from the appropriate regional or area BBC Centre, except on those days the artist received a higher payment for multi-episodic recording under paragraph 1202 d) above.
 - ii) Walk-Ons will receive similar payments for rehearsal days.
 - iii) Supporting Artists and Walk-Ons will receive second class return rail fares from King's Cross/St Pancras to Elstree.
- b)
 - i) When artists are assembled by the BBC and taken to a location, the working day will begin at the time of assembly and end at the time of dispersal after the return journey.

1207

- ii) When artists are asked to make their own way to a location they will receive fares by ordinary public transport. The working day will begin at the time they are 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 will end at the time the artists arrive at the same station on the return journey. No payment of £9.45 under a) i) above will be made on such a day.
- iii) The BBC may however schedule an aggregate of up to 30 minutes travel time over and above the 9 hour day without additional payment.
- c) Each artist will be considered as based in the BBC Regional area where he/she normally works and/or resides. If an artist is asked to work in another area the BBC will i) provide or pay for reasonable transport, and ii) if an overnight stay is involved the BBC will also pay subsistence at agreed current rates.
- d)
 - i) If an artist is called before or detained after a time when public transport is available, the BBC will provide transport between the artist's place of residence and the place of work.
 - ii) If the BBC is unable to provide such transport and the artist is then required to stay overnight away from his/her own residence, the BBC will pay subsistence at the agreed current rates or provide appropriate meals and accommodation. Payments will be made in advance.
- e) Meals (i.e. any of the three main meals of the day falling within the artist's hours of attendance).

All reasonable meals will either be provided during location work or meal allowances will be paid at agreed current rates.

1208

Rights and Repeats

- a) Supporting Artists and Walk-Ons are engaged by the BBC on the basis of all rights in their contributions for all purposes everywhere, **except**
 - i) Walk-On rates of pay cover one transmission whether live or recorded, from any BBC transmitter either simultaneously or at deferred times and one repeat of a sign language version of the programme (NB the sign language version to be transmitted within 7 days of the initial broadcast and between the hours of 0100-0600)
 - ii) additional payments will be made as agreed from time to time between BBC Worldwide and British Actors Equity.
- b) Repeat Arrangements - Walk-Ons only

Except as otherwise stated below the BBC has the right to rebroadcast each Walk-On's performance within a period of three years from the date of the original transmission. The repeats may be given on either BBC channel and, if required, in different BBC Regions at different times for the single repeat fee.

1208

- c) The Repeat Fee will be 100% of the Walk-On's total recording fees for each programme except that:-
- i) for Drama and Light Entertainment programmes repeated more than 2 years but less than 2 ½ years after the original broadcast the Repeat Fee will be 110% of the Walk-On's total recording fee for that programme and,
 - ii) for such programmes repeated more than 2+1/2 years but less than 3 years after the original broadcast the Repeat Fee will be 120% of the Walk-On's total recording fees for each programme.
- d) Recording Repeats of narrative Serial/Series

The BBC has the right to give a recorded repeat of narrative serials/series within one week of first transmission on payment of a fee equal to 50% of the recording fees (Residual Basic Fee). If the BBC decided to repeat an entire serial/series which has already had a repeat within one week of the original showing normal repeat fees are payable for the third showing and 50% for the further showing.

1209

Exceptions to the Normal Repeat Arrangements: Walk-Ons only

- a) Schools Programmes, Continuing Education Programmes

Programmes may be repeated seven times within a period of five years from the date of the first transmission for the following payments:

- i) 1st, 2nd, 3rd, 5th and 6th Repeats : 50% of Walk-On's total recording fees for that programme.
- ii) 4th and 7th Repeats : 100% of Walk-On's total recording fees for that programme.

Repeats scheduled for transmission in Schools half-term repeat weeks are additional to the above quota on payment of 50% of the Walk-Ons total recording fees for that programme.

- b) Pre-Schools Children's Programmes

As a) above.

1210

Extracts: Walk-Ons Only

- a) Extracts may be used in any programme category without restriction of time or percentage of programme length on payment of extract fees.
- b) The prior consent of the artist would be required for any extract which criticised or ridiculed the artist's performance, or was of an explicitly sexual nature.
- c) Extract Fees:

extracts not exceeding one minute	-	£21.50 per artist
extracts exceeding one minute but not exceeding 4 minutes (5 minutes for Schools programmes)	-	£42.85 per artist

1211 Peak and Off-Peak Hours

As defined under paragraph 807.

1212 Out-of-Time Repeats

Repeat payments are made for following years only.

Date when programme first made:

2005	120
2004	125
2003	135
2002	140
2001	150
2000	160
1999	175
1998	190
1997	205
1996	215
1995	230
1994	240
1993	250
1992	270
1991	295
1990	325
1989	370
1988	420
1987	475
1986	525
1985	585
1984	640
1983	690
1982	745
1981	755
1980	765
1979	775
1978	785
1977	795
1976	805
1973 - 1975	810
01.04.70- 31.12.72	820

NB for repeats prior to 2005 see paragraph 1207 c), i) and ii).

1213 Additional Guarantees

- a) If an artist is offered a better engagement between the BBC's offer of employment and the first day of work the BBC will use its best endeavours to release the artist whenever practicable.
- b) Supporting Artists and Walk-Ons will be offered standard Equity contracts (normally EW) for BBC engagements.
- c) Supporting Artists and Walk-Ons will be paid not later than seven days after the work is done, subject only to the receipt of signed contracts, and where possible this payment will include any additional payments.

Section 13 **Duration and Nature of Agreement,**
Equal Opportunities
Disputes Procedure

1300 **Recorded Repeats - Suspension of Use**

In the event of Equity by decision of its Council instructing its members to refrain from undertaking any BBC TV engagement, the BBC shall not during the period in which such instruction by British Actors Equity remains in force broadcast any recorded repeats of those performances by Equity members which the BBC would otherwise be entitled to broadcast as recorded repeats under the terms and conditions of this Agreement.

1301 **Duration and Termination**

This Agreement may be terminated by either the BBC or British Actors Equity giving not less than four months' notice in writing, such notice not to be given before 1 September 2013. Such notice must be accompanied by details of a claim for a new Agreement.

1302 **Enforceability**

The BBC and British Actors Equity intend that this Agreement should be binding in honour but not that it shall give rise to any legal obligation between the parties.

1303 **Equal Opportunities**

The parties to this Agreement are committed to the development of positive policies to promote Equal Opportunities and fair employment regardless of age, colour, disability, ethnic origin, marital status, race, sex or sexual orientation.

The BBC is committed to widening the talent base from which acting talent is recruited and will take practical steps to ensure that diverse talent is considered wherever appropriate. The principal criteria for casting an artist for a particular role shall be that artist's ability and the requirements of the role. The parties agree to annually monitor and review the operation of this policy.

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.

1304 **Disputes Procedure**

1. In the event of a dispute between Equity and the BBC about the operation of the agreement the following procedure will be followed:
 - (i) A meeting will take place between Equity officials and a senior BBC manager from the directorate involved
 - (ii) Failing resolution under stage (i) the matter will be referred to a meeting between Equity, the Head of BBC Rights Negotiation and an appropriate senior manager
 - (iii) Failing resolution under stage (ii) two options can be considered:

(a) to refer the matter to a joint standing committee comprising representatives of Equity and the BBC (see below)

Or

(b) to refer the matter to ACAS for conciliation. As a final resort arbitration can be used by mutual agreement

2. Stage 1 (I) can be by-passed by mutual agreement where the dispute involves the overall operation of the agreement .
3. Normal working will continue while an issue is being processed through the procedure

Joint Standing Committee

Where it is agreed that an issue will be referred to a joint standing committee under Clause 1 (iii)(a) above the procedure will work as follows;

- * the joint standing committee shall consist of four representatives - two nominated by the BBC and two by Equity - joint secretaries will be appointed, one by the BBC and one by Equity
- the joint standing committee shall be established and should meet within four weeks of an issue being referred
- it should receive written submissions from each side a week in advance of the meeting
- at the meeting it should hear any further verbal submissions and have the opportunity to ask questions of either side
- it will then consider the matter and make a recommendation for the settlement of the dispute within two weeks of the meeting.

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