



GUIDELINES FOR STUDENT FILM ENGAGEMENTS

**TO BE USED IN CONJUNCTION WITH THE EQUITY TEMPLATE FORM OF ENGAGEMENT FOR ARTISTS
IN STUDENT FILMS.**

ALL DEFINED TERMS ARE TO BE CONSTRUED ACCORDINGLY.

PERFORMANCE SALARY (See Section F)

Daily Performance Salary: **This must be at least the minimum/living wage hourly rate, as defined in the National Minimum Wage Act 1998 or any modification or re-enactment thereof.**

NUDITY AND SIMULATED SEX ACTS (See Section P) (If applicable)

1. "Simulated Sex Acts" shall mean any act which if performed in public would be regarded as "indecent".

2. "Nudity" or "Nude" shall mean the display of any part of the body which would be revealed if the Artist were not wearing a bathing suit (Speedo and bikini, for male and female actors, respectively).

3. The Artist shall be notified in writing before any audition takes place that the engagement will involve Nudity or Simulated Sex Acts.

4. At the time of casting and during auditions:

a) No Artist shall be required to appear Nude until after being interviewed for the part, whatever its nature.

b) No Artist shall be required to perform Simulated Sex Acts.

c) Where Nudity is required, an observer from Equity or an observer acceptable to the Artist(s) may be present.

d) All persons not required for Nude auditions shall not be present at such auditions.

e) No audition that takes place under this provision shall be filmed except by prior consultation with Equity and the prior written consent of the Artist being obtained.

5. Performances:

a) Any Artist required to appear Nude and/or perform Simulated Sex Acts shall have appended to their Form of Engagement a Nudity Rider. **A template Nudity Rider is available from Equity.** The Artist shall be provided a reasonable opportunity to review the relevant part or parts of the script and to review and negotiate the proposed Nudity Rider before signing the Form of Engagement. The Nudity Rider should include a detailed description of the scene(s), the type of nudity or physical contact required, limitations on use of the footage and production stills (if any), attire to be worn, and any other conditions agreed upon. The Producer acknowledges that the Artist is not obliged to agree the Nudity Rider.

b) Where an Artist has agreed a Nudity Rider and is subsequently unwilling to perform in any or all of the scripted scenes the Producer may employ body doubles and the Artist's Form of Engagement shall be amended in writing to reflect the Artist's consent.

c) In the event that an Artist is unable to perform, the engagement of body doubles shall be subject to discussion between the Producer and the Artist and the Artist's Form of Engagement shall be amended in writing to reflect the Artist's consent.

d) Persons not necessary to scenes involving Nudity and/or Simulated Sex Acts shall not be admitted to the set while Nudity and/or Simulated Sex Acts are being undertaken. This shall not preclude an observer from Equity or any other agreed representative from being present on set.

e) Wherever possible, an Artist shall be entitled to wear modesty attire such as nude coloured underwear/modesty patch.

f) In the case of an Artist being arrested or charged with any offence arising from the Artist's performance as directed, the Producer will do all that is possible to assist the Artist under the circumstances.

6. The Producer shall ensure that the unused recorded material of scenes involving Nudity and/or Simulated Sex Acts not used in the finished product shall be destroyed.

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

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

PROVISION OF SCRIPTS AND REHEARSAL PERIODS

1. Adequate rehearsal periods shall be provided and paid at the Daily Performance Salary rate.
2. Scripts should be delivered to the Artist at least three days before the first day of rehearsal.

FACILITIES FOR TRADE UNION ACTIVITY

The Producer shall offer all reasonable facilities for meetings of Artists in the Artists' own time and for an Equity representative to visit the Artists at their designated place(s) of work.

DISCIPLINARY AND GRIEVANCES

Issues shall be resolved in accordance with the principles of the ACAS Guide to Disciplinary and Grievances at Work. Refer to www.acas.org.uk for further information.

PROVISION OF COSTUME

1. The Producer should provide all costume, hair-pieces, wigs, specialist make-up etc. and should ensure that they are clean and in good repair.
2. Should the Artist agree with the Producer to use his/her own property:
 - (a) The Producer and the Artist shall negotiate a fee for use of the property before first use;
 - (b) The Producer shall indemnify the Artist against loss or damage of the property; and
 - (c) The Producer shall provide proper insurance cover.

MEAL ALLOWANCES

Per HMRC rules, for the payment of the below benchmark daily subsistence rates, the following qualifying conditions must be satisfied:

- Travel must be in the performance of duties or to a temporary workplace, and the journey is not substantially ordinary commuting; and
- Artist is absent from normal workplace for continuous period of 5, 10, or 15 hours; and
- Artist incurred a cost on a meal after starting the journey.

<u>Minimum Journey Time</u>	<u>Maximum amount of meal allowance</u>
5 Hours (one meal)	£5
10 Hours (two meal)	£10
15 Hours (and ongoing at 8pm)	£25

Please note that the HMRC requires that the Producer should have in place a regime to check that claims are valid (i.e. a meal was actually taken), and to record payments.

MILEAGE ALLOWANCES

- Cars – 45p per mile
- Motorcycles – 24p per mile