FORM OF ENGAGEMENT FOR ARTISTS IN STUDENT FILMS

Date.....

Contract No.....

Film.....

This Engagement is made on the above date between the parties designated in Section A & B below:

Section A – EMPLOYER (the "Producer")

Name:
Address:

Phone No: Email:

Section B – ARTIST

Name:
Address:

Phone No: Email:

Section C – AGENT (if applicable)

Name:
Address:

Phone No: Email:

Section D – PART

Part:

Section E – GUARANTEED PERIOD

Start Date:
Specify precise days of employment:

Section F – PERFORMANCE SALARY

Daily Performance Salary:

This must be at least the minimum wage hourly rate, as defined in the National Minimum Wage Act 1998 or any modification or re-enactment thereof.

Payment in full must be made within seven days of the end of the engagement.

Providing that the Artist has performed their obligations under this Form of Engagement then where a payment is not made on the due date as set out above the Artist reserves the right to charge interest at the rate set out in the Late Payment of Commercial Debts (Interest) Act 1998 or any modification or re-enactment thereof.

Section G - HOLIDAYS

Holiday will be accrued at the rate of 5.6 weeks per year pro rata. If at the end of the engagement it has not been possible for the Artist to have taken the holiday accrued under this contract then payment shall be made in lieu of untaken holiday. Payment for untaken holiday shall be at the rate of **£15.60** for each day worked.

Section H – DVD COPY OF THE FILM

The Producer shall provide the Artist with a copy of the Film in a standard UK format DVD or any other format that has been agreed in advance in writing.

Section I – WORKING DAY

The working day shall normally be no longer than ten hours, which shall include time taken to get in and out of costume and make-up and a break of at least one hour for a meal. An Artist can by mutual agreement work additional hours, provided that these are paid for at a rate at least proportionate to the hourly rate and do not exceed two hours in total.

Section J – RIGHTS

In consideration of the fee payable in Section F above, the Producer shall have the right to use the material filmed for Non-commercial uses only.

Non-commercial uses include the right to use the material filmed for private purposes, non-theatrical distribution (to non-paying audiences in business / commercial industries and organisations of an educational, cultural, charitable and social nature), BFI distribution and for national and international film festival screenings (whether or not an entrance fee is charged) provided that such uses do not involve a sale, licence or any other transaction resulting in monetary compensation.

Extracts from any part of the Film, not exceeding two minutes, may be shown in any known or subsequently discovered media, provided that such extracts are used solely for the purposes of review or to demonstrate the work of the Producer.

Commercial uses are expressly excluded from this Engagement. Commercial uses shall include a sale, licence or any other transaction resulting in monetary compensation.

If any commercial rights are required, then the Producer will re-engage the Artist under the terms of the relevant Equity agreement. Where no such agreement exists, a separate negotiation between the Producer and the Artist shall take place.

Section K – CONSENTS

equity

The Artist hereby confirms the assignment of rights and grant of consents in relation to the product of the Artist's services, provided that all sums owed by the Producer to the Artist have been paid in full.

Section L – TAX AND NATIONAL INSURANCE

The Artist confirms that the Artist is a self-employed person for tax purposes and acknowledges and agrees that the Artist shall be solely responsible for all of the Artist's income tax due in respect of the rendering of the Artist's services under this Form of Engagement. The Artist acknowledges that where class 1 employee national insurance contributions ("NICs") are due in respect of payments made to the Artist by the Producer, the Producer shall be entitled to deduct amounts in respect of the Artist's NICs from payments to be made to the Artist pursuant to this Form of Engagement.

Section M - DUBBING/REVOICING RIGHTS

In addition to the rights granted to the Producer under Section J, the Producer (*please delete as applicable*) shall / shall not have the right to re-voice or dub the Artist's voice as the Producer shall in its sole discretion determine.

Section N - SPECIAL STIPULATIONS

Special stipulations must be set out on a separate sheet attached to this Form of Engagement and initialled by the Artist and the Producer. Such special stipulations may not worsen the terms contained in this Form of Engagement.

Section O – GOVERNING LAW AND JURISDICTION

The validity, construction and performance of this Form of Engagement shall be governed by and constructed in accordance with the laws of England and Wales. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim, dispute or matter arising under or in connection with this Form of Engagement.

equity

SIGNATORIES

Agreed and accepted by the parties on the date set out above:

……(on behalf of the Producer)

.....(Artist)

Artist's Equity Membership No (if applicable):

Artist's National Insurance No:

Artist's VAT No (if applicable):