

# **Contents** (Click on a header to go to the section)

# Part I: Agreed Document for the Employment of Featured Artists.

## 1 DEFINITION

This Document is an agreed statement between Equity and the Institute of Practitioners in Advertising (IPA), the Advertising Producers' Association (APA) and the Incorporated Society of British Advertising (ISBA), identifying guidelines to working practices in the engagement of Performers for the making of commercials and associated media. It is intended to act as practical guidance in providing a helpful framework for those parties involved in the employment of UK Featured Artists in advertising campaigns across all media.

## 2 DEFINITIONS

### 2.1 Featured Artist

2.1.1 A Featured Artist is someone who is seen or heard (excluding background speech or noise) in a commercial and whose individual role plays an essential part in the telling of the commercial story. The following shall be excluded from this definition:

- Persons carrying on their own normal daily occupations, whether at their normal place of work or at the studio, or at the location, and not being further identified with the commercial message or product to the exclusion of the use of a Featured Artist
- Instrumental musicians.
- Walk-on Artists and Supporting Artists according to the definitions agreed by the parties.
- Artists whose performance appears in the commercial although they are physically obscured.

2.1.2 Any role in a commercial which prevents an Artist from obtaining further work in any other commercial campaign because of the prominence of the Artist in the original shall be considered to be 'Featured'.

2.1.3 For the separate provisions relating to Voice-Overs, Singers, Stunt Performers & Co-ordinators and Dancers & Choreographers, see Clauses 10, 11, 12 and 13 respectively of this Document.

2.1.4 See Glossary 1 for the agreed definitions of all In-vision Artists.

### 2.2 Advertiser

For the purpose of this Document, 'Advertiser' except where otherwise specified, shall be deemed to include an Advertising Agency.

### 2.3 Producer

For the purpose of this Document, 'Producer' shall be deemed to refer to the Advertising Agency Producer and/or the Production Company Producer.

## **2.4 Featured Artist**

For the purpose of this Document, 'Featured Artist', when referring to negotiation, but not to performance, shall be deemed to include the Artist's agent or other representative.

## **2.5 Television**

2.5.1 For the purposes of this Document, 'television' shall be defined as a telecommunication system for broadcasting and receiving, irrespective of the method of delivery, the type of signal (i.e. analogue/digital), or method of reception/platform by the viewer within the United Kingdom (see definition at 2.8 below) of linear/non linear moving images.

2.5.2 For the purposes of this Document, the parties agree and accept that simultaneous transmission of a television commercial in both analogue/digital signal, and irrespective of the platform of reception by the viewer, shall be regarded as a single transmission.

## **2.6 Commercial**

The term 'commercial' shall be applicable only to a picture which is made for the purpose of advertising a specific product or group of products or a service or group of services for showing by such companies which may from time to time operate under licence from the appropriate regulatory authority. This shall include commercials shown on television (being a simultaneous or non-simultaneous audio-visual broadcast by any means including analogue, digital, cable and satellite); commercials shown in the cinema; via the internet; on a website; and on all media platforms now and in the future.

## **2.7 Sponsorship credits, station promos and idents**

2.7.1 Sponsorship credits, station promos and/or idents which appear before, during or after a television programme are subject to the Ofcom sponsorship code and are treated by Ofcom as programming. With regard to working conditions they are subject to the terms of this document. However it is acknowledged that Featured Artists may become as recognisable and product-associated as they do in mainstream advertising. It is therefore agreed that usage fees for sponsorship credits, station promos and idents are subject to negotiation between the Producer/Advertiser and artist and due consideration should be given to the possible impact on the subsequent eligibility of the artists to appear in mainstream advertising.

2.7.2 Other promotion films exceeding 6 minutes in length are expressly excluded from the terms and conditions of this Document.

## **2.8 United Kingdom**

For the purpose of this Document, the United Kingdom shall be defined as the Mainland and Coastal Islands of England, Scotland and Wales, Northern Ireland, the Isle of Man and the Channel Islands.

## **2.9 Simultaneous Recordings**

Any recording by any process which is made of, or simultaneously with, a direct transmission of a performance is expressly excluded from the terms and conditions of this Document.

## **2.10 Further Definitions**

For further definitions and the extent of other media platforms see Glossary.

### **3 UNDERTAKINGS OF THE ASSOCIATIONS, ADVERTISER AND PRODUCER**

#### **3.1 The Associations, Producer and Advertiser agree that best practice governing the employment of Featured Artists in this field is:**

3.1.1 That the engagement of all Featured Artists for commercials shall be subject to the provisions of this Document and shall be made upon the Form of Engagement set out in Schedule 1.

3.1.2 That the Form of Engagement shall be sent to the Featured Artist prior to the first date of engagement unless exceptional circumstances prevail.

3.1.3 In the event of such exceptional circumstances, the minimum requirement is that the Advertiser/Producer or the Casting Director send to the Featured Artist's Agent, representative, or the Featured Artist him/herself written confirmation of the content of the contract i.e. the basic terms under which the Featured Artist is being engaged. This is to include the date of engagement, the product, the agency contact, negotiated BSF (also known as the Shoot Fee), agreed territories and the known extent of usage, and any relevant travel arrangements. In order to comply with the casting session timetable advised in 5.4.4 it is agreed that 24 hours before a United Kingdom (as defined in 2.8 of this Document) shoot and 48 hours before a shoot abroad would constitute best practice for this information to be received. However, it is recognised that some casting sessions take place at a very late stage in the production. In order to accommodate these exceptional circumstances, it is agreed by all parties that this written information may be sent by email in all circumstances.

3.1.4 That the Producer/Advertiser shall require the observance of this Document by any sub-contractor with whom the Producer/Advertiser may be in contractual relationship to provide Featured Artists for commercials produced by or on behalf of the Producer/Advertiser.

3.1.5 That the Advertiser will on request use its best endeavours to supply to the organisations signatory to this Document relevant information with respect to the Artists engaged. Notwithstanding the foregoing, in certain circumstances, where the Client has required the Advertising Agency to sign a confidentiality clause, the Featured Artist may be required to do the same.

3.1.6 That the spirit and intention of this Document is to create, maintain and further good relations between the Associations, Producers, Advertisers and Equity and that it is therefore recognised that Equity represents experienced professional performers.

### **4 UNDERTAKINGS OF EQUITY AND THE FEATURED ARTISTS**

#### **4.1 Equity and the Featured Artists agree that best practice governing the employment of Featured Artists in this field is:**

4.1.1 That Equity and the Featured Artists shall accept, comply with and observe the provisions of this Document.

4.1.2 That the Featured Artists shall to the best of their abilities interpret their parts and render all services required of them under this Document and under their respective engagements with the Producers/Advertisers in such manner as the Producers/Advertisers may direct, and (subject to the relevant provisions of this Document) at such places and at such times as the Producers may require.

4.1.3 That the Featured Artists shall not during the life of the commercial utter, publish nor cause to be published by way of press, radio or television any comments likely to discredit or damage the reputation of the Advertiser or their product(s) or service(s).

4.1.4 That the Featured Artist shall provide at the request of the Producer or Advertiser, and shall have available at the casting session, complete and accurate details of all his/her engagements in the previous 3 years for all forms of advertising listing the Advertiser and product(s) or service(s) for which he/she worked on each engagement and the date of each engagement so that, for example, the Producer/Advertiser may be able to identify potential conflicts of products or services.

## **5 CASTING**

### **5.1 Professional Performers**

5.1.1 In normal circumstances engagements of Featured Artists in commercials shall, where appropriate and practicable, be offered to experienced professional performers, though casting decisions shall remain within the discretion of the Producer/Advertiser.

5.1.2 Engagements for stunts/fights shall be offered only to suitably qualified Stunt Performers and Co-ordinators or suitably qualified professionals.

### **5.2 The Casting Director**

5.2.1 When inviting a Featured Artist to attend a first casting session, the Casting Director will provide the Featured Artist, the Agent or other representative with

- the name of the advertising agency, the production company and the product (as required in 15.4.1);
- details and the purpose of the casting, for example whether the Advertiser is looking for Featured Artists or Walk-On Artists;
- the intended audience as laid out in Clauses 18 [Ancillary Use] and any projected overseas use.

5.2.2 While the Casting Director may be in a position to indicate, on behalf of the employer, the approximate level of basic studio/session fee, only the employer can finally agree the Basic Studio Fee (BSF - also known as the Shoot Fee) payable detailing the holiday pay/ shoot fee breakdown and confirm the booking. See also 15.4.2.4.

### **5.3 The Artist's Declaration Form.**

#### **5.3.1 Filling in the Form**

The Artist's Declaration Form (ADF) – see Glossary - shall be made available to all auditionees. All candidates are required to complete this form before a casting session. The form may be:

- sent to the Casting Director (completed by the Featured Artist, the Agent, or other representative);
- sent by the Casting Director (with the Casting Director's section completed) to the Featured Artist, the Agent, or other representative, and then returned (with the Artist's section completed) to the Casting Director;
- brought by the Featured Artist to the casting session;
- provided by the Casting Director at the casting session and completed by the Featured Artist prior to audition.

### **5.3.2 Undertakings of the Featured Artist**

5.3.2.1 The Featured Artist undertakes to give contact details, and an up-to-date and accurate record of advertising and promotional appearances, particularly covering the preceding 3 years, and declaring the known territories and medium of usage. In signing the ADF, the Featured Artist is confirming his/her professional, medical and personal eligibility to represent the product concerned.

5.3.2.2 If, at this stage, the Featured Artist realises that there is a conflict or doubt about his/her suitability, the Featured Artist, Agent or other representative must inform the Casting Director or Producer, privately, prior to (or as soon as possible on) the day of the casting, or withdraw from the casting process.

5.3.2.3 At any stage during the casting process, the Featured Artist, the Agent or other representative shall inform the Advertiser as soon as possible if the Featured Artist is no longer available.

### **5.3.3 Undertakings of the Producer/Advertiser**

5.3.3.1 In turn, the Producer/Advertiser undertakes to furnish the Featured Artist with all available details of the extent of the usage of any commercial when issuing the breakdown, and to provide a complete record of usage when making a payment (in line with 16.2). This is necessary in order that the Featured Artist is able to make full disclosures when required to do so at any future commercial casting.

5.3.3.2 Only when a Featured Artist is recalled and/or pencilled-in is the Producer/Advertiser allowed to ask the Artist, the Agent or other representative more searching questions about the Artist's professional, legal and medical suitability to play the role. See also 5.7.3.

### **5.4 Before the Casting Session.**

5.4.1 The casting breakdown shall inform the Featured Artist, the Agent or other representative of the nature of the casting as in 5.2.1. This should include a relevant description of the role and shall be clear whether the Artist is Featured or if the casting is an open audition.

5.4.2 The casting breakdown should be clear as to whether the Featured Artist will be required to improvise or audition in pairs or groups.

5.4.3 Ideally, a Featured Artist shall have more than 24 hours notice of a casting session.

5.4.4 Except in extreme circumstances, in order that necessary checks on performers' eligibility can take place, casting sessions shall be completed at least 48 hours before the first shoot day; 72 hours if the shoot is to take place abroad.

5.4.5 Wherever possible a script should be sent to the Featured Artist in advance of the casting session. Any confidentiality surrounding the script is subject to the provisions laid down in Clause 3.1.5.

5.4.6 It is recognised by both parties that a Featured Artist should normally only be engaged to perform. Should the Advertiser require an Artist/group of Artists to 'brainstorm' an idea, the Advertising Agency shall pay the Artists a negotiated fee.

## **5.5 At the Casting Session**

5.5.1 When casting Featured Artists, every attempt shall be made to audition a small number of candidates only. While it is recognised that it would be impractical for a director or his/her suitably qualified substitute to attend 'open' castings, the expectation should be that casting sessions for Featured Artists would be attended by the director of the commercial or the appointed substitute.

5.5.2 If no script has been sent prior to the casting session, the script shall be provided on arrival at the session and the Featured Artist be given adequate time to digest the script. (See also 5.4.5 above.)

5.5.3 Prior to the recording, the Featured Artist should have time to discuss the portrayal with the director or the substitute and others in attendance.

5.5.4 A first call casting session should last no longer than 15 minutes.

5.5.5 The Featured Artist undertakes to make every effort to attend a casting session in good time for his/her appointment.

5.5.6 It is recognised that the Featured Artist may have other professional engagements to attend. In the case of a first call, arrangements shall be made to ensure that the Featured Artist is not kept waiting for an unreasonable length of time prior to the audition.

5.5.7 If a casting session is running late due to the fault of the Producer or Casting Director and a Featured Artist informs them that his/her next professional engagement is subsequently likely to clash, the Casting Director shall make every effort to slot in the Featured Artist earlier than his/her arranged appointment time.

5.5.8 Similarly, if a casting session is running late due to the fault of the Producer or Casting Director, the Featured Artist shall be allowed to attend another professional engagement and return to the previous casting, wherever possible or practicable within the duration of the casting session.

5.5.9 No payment shall be made to a Featured Artist for a first call.

5.5.10 The Featured Artist must expect that all sessions will be recorded.

## **5.6 After the Initial Casting Session**

5.6.1 It is recognised by the signatories to this Document that the ADF contains private and sensitive information. It shall therefore be the responsibility of the Casting Director to collect all ADFs at the casting session. Those no longer needed must be destroyed. Those retained for recall and/or as a back-up in case of unforeseen circumstances before the first transmission of the commercial, must be kept securely and destroyed no later than the date of first transmission.

5.6.2 It shall be the joint responsibility of the Producer and the Casting Director to ensure that the recording and any photograph(s) taken during the casting session are destroyed after first transmission of the commercial.

## **5.7 Recalls**

5.7.1 The Advertiser, or the Casting Director on its behalf, may recall Featured Artists prior to confirming their engagement for a commercial if there are multiple candidates for the role.

5.7.2 Provisions applying to privacy and sensitive information as laid out in 5.6.1 and 5.6.2 above shall apply to recalls and any other second audition.

5.7.3 Consistent with 5.3.3.2 above, prior to recall, the Advertiser may ask the Featured Artist, the Agent or other representative more searching questions about the Artist's professional, legal and medical suitability to play the role. The Featured Artist, in turn, recognises the Advertiser's need to ask these questions and undertakes to provide accurate answers.

5.7.4 In normal circumstances, the Advertiser or Casting Director must contact the Agent or other representative when recalling a Featured Artist. In the unusual circumstances that this is not possible, the Advertiser or Casting Director may contact the Featured Artist directly, but must inform the Agent or other representative as soon as possible to prevent the possibility of conflicting engagements for the Featured Artist. Should the Featured Artist not have such representation, then the Featured Artist shall be contacted directly in all instances.

5.7.5 A negotiated daily fee of no less than £50 shall be paid for a recall.

5.7.6 The Featured Artist, the Agent or other representative may negotiate reasonable travel and out-of-pocket expenses.

5.7.7 A recall may be requested by the Producer or Advertiser on the same day as the first call, in which case the Featured Artist shall be entitled to the recall fee which shall be paid by the Producer or Advertiser. See 15.4.2.2 for payment procedure.

## **5.8 Pencilling-in**

5.8.1 A 'pencil' (and hence 'pencilling-in') is designed to indicate the Featured Artist is one of a small number of candidates in the running for the engagement and can be placed on a Featured Artist at any stage during the casting process.

5.8.2 It is recognised that pencilling-in does not constitute a contractual obligation and does not bind either side. A pencil, therefore, does not prevent a Featured Artist from attending another casting session, and a Casting Director may not refuse an audition to a Featured Artist already pencilled-in by any Advertiser for any product.

5.8.3 In any event, pencilling-in shall not be used as a method of retaining a broad spectrum of potential candidates.

5.8.4 Pencilling-in of Featured Artists prior to confirming their engagements for a commercial is to permit the Advertiser to obtain Client and other decisions to proceed, subject to provisions in 5.3.3.2 above.

5.8.5 When the casting process has reduced the number of candidates in contention for the engagement, the Advertiser, or the Casting Director on its behalf may pencil-in the chosen Featured Artist(s) and/or a limited number of reserves.

5.8.6 It is acknowledged that the Advertising Agency and Production Company will need Client approval before the final selection of Featured Artists. If the Client or its Advertising Agency is unable to attend the casting session, it is recognised that they will view the recordings made at that session. On these occasions it is agreed that a limited number of pencils may be necessary so that the Client may make the final decision.

5.8.7 When pencilling-in a Featured Artist the Casting Director must be clear about which of 5.8.4, 5.8.5 and 5.8.6 above applies.



5.8.8 The Advertiser, or the Casting Director on its behalf, shall at the outset endeavour to notify the pencilled Featured Artist how long it is anticipated that he/she will be on a pencil.

5.8.9 The Featured Artist, Agent or other representative shall notify the Advertiser in the event that the pencilled Featured Artist receives an offer for another engagement. Then, should the Advertiser wish to engage the Featured Artist (and the Featured Artist's dates allow) the Advertiser shall then either:

- confirm whether or not the Advertiser would like to engage the Featured Artist, or:
- agree with the Featured Artist, the Agent or other representative a minimum time within which the Advertiser will be able either to confirm the booking or release the Featured Artist to take the other job, or:
- negotiate with the Featured Artist, the Agent or other representative to enable the Featured Artist to fulfil both/all engagements wherever practically possible.

5.8.10 In any event, should the Featured Artist decide to cancel a pencil, the Featured Artist, the Agent or other representative shall undertake to notify the Advertiser or its Casting Director immediately.

5.8.11 When the Advertiser has taken the decision not to confirm a pencil, they shall notify the Featured Artist, the Agent or other representative within 24 hours, so that the Featured Artist is free to take other work.

5.8.12 It is recognised as best practice that when a Featured Artist is required to attend a casting for a different product whilst pencilled-in by an Advertiser or Casting Director, the Featured Artist, the Agent or other representative shall inform them of this audition. However, attending this additional casting session shall not prevent the Featured Artist from being available for, or securing the former, or any other, pencilled engagement.

## **6 ENGAGEMENTS**

### **6.1 Final Right to Engage and Negotiate.**

It shall be emphasised that it is the employer's final right to engage the Featured Artist and negotiate the Featured Artist's fee. Unless clearly indicated to the contrary, the Advertiser will be the employer. Casting Directors may be in a position to indicate, on behalf of the employer, the approximate level of basic studio/session fee budgeted for a particular role, but only the employer can finally agree the basic studio/session fee payable and confirm the booking. In any event, the Casting Director shall notify the Artist of the identity of the employer.

### **6.2 Standard Form of Engagement and Special Stipulations**

6.5.1 All engagements, incorporating the terms contained within this Document, shall be made on a Standard Form of Engagement agreed between Equity, the IPA, APA and ISBA and shall be subject to all the provisions and conditions hereof so far as the same are applicable thereto and shall not contain any terms or provisions other than those set out in this Document, except to provide for special stipulations due to the exceptional requirements of particular engagements.

6.5.2 Such special stipulations shall not contain any terms or conditions less favourable to the Featured Artists than those provided for in this Document, and shall be mutually agreed by both parties prior to the commencement of the engagement.

### **6.3 Limitation of Transmission**

No part of the Featured Artist's performance shall be used or transmitted in connection with any product or service other than such products or services as may be specified in the Form of Engagement, except with the consent of the Featured Artist and Equity.

## **7 STUDIO AND/ OR SESSION FEES**

### **7.1 The Basic Studio and/or Session Fee – the BSF (also known as the Shoot Fee)**

The Form of Engagement shall provide for a fee known as the 'Basic Studio Fee' or, in the case of Voice-Overs and Out-of-vision Singers, the 'Basic Session Fee' (hereinafter also known as the Shoot Fee and Session Fee respectively), which will be paid to the Featured Artist for each working day or session. (See Clause 35 for Holiday entitlement.) Each individual engagement between the production company, advertising agency, advertiser and the Featured Artist shall be the subject of a negotiation providing for a studio or session fee for his/her performance in a specified commercial and such negotiations shall take into account the weight of the Featured Artist's contribution to the commercial, his/her professional status, earning power in other areas and his/her value to the commercial.

### **7.2 [In-vision Featured Artists] Terms of Engagement**

7.2.1 The Form of Engagement shall specify the number of commercials in which the Featured Artist has been engaged to appear. Use Fees for each such commercial shall be calculated on the basis of the full BSF (also known as the Shoot Fee) i.e. the basic studio fee shall not be divided by the number of commercials.

7.2.2 In the event that on the day of performance the Featured Artist is requested and consents to appear in one or more further commercials for which he/she has not been engaged, such additional performance(s) shall be subject to a new contract in which the BSF (or the Shoot Fee) shall be not less than that provided in the original contract. As in 7.2.1 above, if such additional contract is for more than one commercial, the BSF (or Shoot Fee) shall not be divided by the number of commercials for the purpose of calculating Use Fees.

7.2.3 Notwithstanding the provisions of 7.2.1 and 7.2.2 above, when the commercial is shot on different formats (video, film and/or digital), it is agreed that this constitutes the making of one individual commercial and that no additional fees shall be paid for the various formats. Use Fees will be payable on all formats.

7.2.4 Under the terms of this Document Voice-Over Artists, Singers, Dancers and Stunt Performers & Co-ordinators are regarded as Featured Artists for all payment purposes. For the separate provisions relating to these Artists see Clauses 10, 11, 12 and 13 respectively of this Document.

## **8 TYPES OF ENGAGEMENT**

### **8.1 Working and Stand-by days.**

8.1.1 The Form of Engagement shall provide that the Featured Artist shall be engaged either:

- On nominated dates, in which case the Featured Artist shall be paid the full amount of the Featured Artist's BSF (also known as the Shoot Fee) in respect of each such day, or

- Between specified dates, in which case the Featured Artist shall be paid the full amount of the Featured Artist's BSF (or Shoot Fee) in respect of each day on which the Featured Artist attends to render services (working day), and 50% of the BSF (or Shoot Fee) for every other day between and including the specified dates, on which days the Featured Artist shall be on stand-by as required by the Producer.

8.1.2 In any event, the Form of Engagement shall specify the number of working days being guaranteed and that the Featured Artist shall not be entitled to payment in respect of days on which at the request of the Featured Artist the Producer releases him/her from standing-by.

## **8.2 Rehearsal Days**

### **8.2.1 Fee entitlement – half day**

Should a Featured Artist be required for a half-day rehearsal (i.e., up to 4½ hours) where no recording takes place, the Featured Artist shall receive a negotiated fee of no less than 50% of his/her BSF (or Shoot Fee).

### **8.2.2 Fee entitlement – full day (including meal allowances)**

On a rehearsal day, for a call of more than 4½ hours the Featured Artist shall receive payment of his/her full BSF (or Shoot Fee) plus meal allowances etc as per the Working Time and Meal Allowance Clauses 22 and 23 of this Document.

### **8.2.3 Provisions for travel**

Rehearsal day/ half day travel time provisions shall be as per Clause 22.7, 22.8.1, 22.8.2 and Clause 24 [Provision of Transport and Accommodation].

## **8.3 Post-synching and attendance on other non-visual recording days**

Should a Featured Artist who has been engaged as a visual Featured Artist be required on a day other than their visual recording day(s) to undertake voice work directly related to their visual performance (e.g. post-synching), the Featured Artist's fee shall be negotiable, but in any event not less than the Voice-Over BSF (also known as The Session Fee). Such additional payment shall not qualify for Use Fees.

# **9 WARDROBE AND WIG FITTINGS; PROVIDING COSTUMES**

## **9.1 Wardrobe and Wig Fittings**

9.1.1 The Featured Artist may be required to attend for wig or wardrobe fittings, or for similar purposes, on a day outside the period of engagement, subject to the Featured Artist's availability. Attendance for wig/wardrobe fittings or for similar purposes may be for 2 hours for which a negotiated fee of no less than £50 shall be paid. Any requirement for attendance of more than 2 hours shall be dealt with as if it were a rehearsal under clause 8.2.

9.1.2 The Featured Artist, the Agent or other representative may negotiate reasonable travel and out-of-pocket expenses.

## **9.2 Providing Costumes**

### **9.2.1 The Featured Artist**

9.2.1.1 The Featured Artist may be asked to provide all such modern dress and footwear

as the Featured Artist may possess and may normally and reasonably use in the Featured Artist's private capacity.

9.2.1.2 If Featured Artists (excluding Stunt Performers) are required to provide an item(s) of their own clothing (other than shoes and underwear), a fee shall be negotiated.

9.2.1.3 The Featured Artist shall be responsible for taking reasonable care of the clothing that he/she wears.

## **9.2.2 The Advertiser/Producer**

9.2.2.1 The Advertiser/Producer shall provide all other visible modern dress and all character, period or special costume and footwear. All clothing so provided shall be and remain the property of the provider.

9.2.2.2 Should the Featured Artist's clothing used for the purpose of a commercial be soiled or damaged during the actual rehearsal or photographing of a scene, the Advertiser/Producer shall pay for the cleaning of soiled clothing or compensate the Featured Artist or make good damaged clothing.

9.2.2.3 Where practicable the Producer shall provide reasonable facilities for the Featured Artist to place his/her personal property under lock and key.

9.2.2.4 If the Advertiser/Producer requires the Featured Artist to transport a specific item(s) of clothing (or any other specified item) to the rehearsal or shoot, any additional transportation cost incurred shall be borne by the Advertiser/Producer.

## **10 VOICE-OVERS**

For the purpose of this Document, a Voice-Over Artist is regarded as a Featured Artist.

### **10.1 Working Hours**

10.1.1 Usual working hours shall be Monday to Friday 9.00am to 6.00pm.

10.1.2 A session shall be a period of not more than 1 hour.

10.1.3 Should the session go beyond an hour, overtime shall be payable on a pro-rata basis for each half hour or part thereof for which the Voice-Over Artist is used.

10.1.4 If the Voice-Over Artist is required by the Advertiser to attend a session outside these hours, additional fees shall be payable. Engagements taking place outside these times between Monday and Friday shall attract an additional payment of not less than 50% of the BSF (also known as The Session Fee) per session. Payment for sessions during weekends or public holidays shall attract an additional payment of not less than 100% of the BSF (or Session Fee) per session. Such payments shall not qualify for Use Fees.

10.1.5 It is agreed that, should the need to hold the session outside of these usual hours be caused by the Voice-Over Artist's unavailability, only the terms of the usual working hours shall apply.

### **10.2 Booking**

10.2.1 When pencilling-in a Voice-Over Artist, clauses 5.8.8, 5.8.9 and 5.8.10 of this shall apply.

10.2.2 As in 5.8.2, it is recognised that pencilling-in does not constitute a contractual obligation and does not bind either side.

10.2.3 Notwithstanding 10.2.2 above, where the Advertiser has taken the decision not to confirm a pencil, the Advertiser undertakes immediately to notify the Voice-Over Artist's duly authorised agent, so that he/she is free to take other work.

10.2.4 If a confirmed booking is cancelled within 24 hours of the session a cancellation fee, which shall represent not less than 100% of the Artist's BSF (or Session Fee), shall become payable.

10.2.5 Clause 4.1.4 of this Document (relating to producing an up-to-date CV) shall not apply. However, if the Voice-Over Artist has an Exclusivity [formerly 'Barring'] contract in place, the Artist or their duly authorised agent or representative will notify the Producer/Advertiser immediately.

10.2.6 Work records [see Clause 15.4.3.4 of this Document] shall not apply.

### **10.3 Recording**

#### **10.3.1 Additional products and multiple versions.**

10.3.1.1 Commercials may be made for more than one product within the same session but shall be subject to further negotiation between the Voice-Over Artist and the Advertiser, and a separate contract and payment of not less than the Artist's original session fee per commercial shall be issued.

10.3.1.2 The exception to the above is that a Voice-Over Artist may be required to record several versions of the same commercial for a generic product (e.g. several varieties of the same Advertiser's soup). In such cases, these versions will be considered to be one commercial for both session and use fee purposes, provided that any script changes relate to the generic product only.

#### **10.3.2 Edits and Drop-ins**

If a commercial is visually altered (i.e. an Edit as opposed to a Cut down/New Commercial as defined respectively in Clauses 30 and 31 of this Document) and/or entirely re-voiced, it shall qualify as a new commercial for use fee purposes. Drop-in amendments (i.e. word changes), if they are the sole change to an original commercial, shall qualify for use fee purposes as if the re-made version were the original. The Voice-Over Artist shall, however, be entitled to a new BSF (or Session Fee) when he/she attends a session to record such word changes.

#### **10.3.3 Tags**

10.3.3.1 A Tag is an appendage added to a commercial solely for the purpose of adapting the same film to such things as specific dates, areas, dealers, price changes or product variations e.g. a retailer promoting different products available for sale within its own store.

10.3.3.2 A Voice-Over Artist will be told in advance of the session if tags are to be recorded so that an appropriate session fee can be negotiated with this in mind.

10.3.3.3 In the event that a Voice-Over Artist is required to record tags during the same session for which he/she is engaged for a commercial(s), the Artist shall receive a supplementary payment of one-tenth of the negotiated session fee per tag in addition to the BSF (or Session Fee). Such supplementary tag payments shall not qualify for Use Fees.

10.3.3.4 In the event that a Voice-Over Artist is engaged in a separate session solely to record tags the Artist shall receive his/her BSF (or Session Fee) for the first tag, and a supplementary amount equal to one-tenth of the BSF (or Session Fee) for each additional tag. Such supplementary tag payments shall not qualify for Use Fees.

10.3.3.5 Payments made for tags shall not qualify for Use Fees where the original Voice-Over Artist is used to adapt the commercial. A commercial so adapted by the original Artist shall continue to be counted for use fee purposes as if the re-made version was the original.

#### **10.3.4 Test Commercials**

10.3.4.1 Tests (or pilots, or demos) are recordings made prior to broadcast for market research, to test voice suitability, or to assist in the development of a range of early versions of a commercial.

10.3.4.2 A test session shall be a period of not more than 1 hour.

10.3.4.3 Should the test session go beyond an hour, the same overtime provisions as in 10.1.3 above shall apply.

10.3.4.4 A test commercial shall be treated as a commercial made for broadcast when negotiating the Voice-Over Artist's BSF (or Session Fee).

10.3.4.5 Such commercials may only be used for such purposes and not for broadcast, without the express written consent of the Voice-Over Artist.

10.3.4.6 It is agreed that it is best practice that any Voice-Over Artist used in a test or demo should be informed if his/her voice is ultimately not used in the broadcast commercial.

10.3.4.7 Any test or demo subsequently broadcast on any platform shall qualify for Use Fees and the Voice-Over Artist or the duly authorised Agent shall be informed prior to such use.

10.3.4.8 The Advertiser shall use its best endeavours to notify the Voice-Over Artist or their duly authorised agent or representative in writing.

10.3.4.9 If the commercial is to be transmitted, then a definite transmission date commencing no later than 6 weeks from the date of such notification must be given in writing and a contract issued prior to any use.

10.3.4.10 For the avoidance of doubt, 'transmission' shall mean when the commercial is broadcast in any form and by any method now known or hereafter devised.

#### **10.4 Sponsorship credits, station promos and idents**

As stated in 2.7.1 of this Document, sponsorship credits, station promos and idents shall qualify for use fee payments as provided for under Clause 14 [Use Fees].

#### **10.5 Termination (of the Campaign or the use of Voice-Over Artist)**

Where the services of a Voice-Over Artist are utilised for a series of commercials or commercial campaigns, the agency shall use their best endeavours to notify the Artist, their duly authorised agent or representative of the Advertiser's intention to terminate their contract.

## **11 SINGERS**

### **11.1 General**

11.1.1 All fees shall be subject to negotiation between the Advertiser and the Singer, his/her agent or choral manager.

11.1.2 All Singers shall be engaged on the Standard Form of Engagement for Featured Artists in Commercials.

11.1.3 The Advertiser shall ensure that a signed copy of the contract is sent to each Singer engaged, his/her agent or choral manager, and that the Use Fees are sent directly to the Singer, his/her agent or choral manager.

### **11.2 Working Hours**

11.2.1 A Standard session shall be a period of not more than 90 minutes.

11.2.2 A 60 minute session may also be booked in advance.

11.2.3 For the purpose of calculating Use Fees, the 60 minute Session Fee shall be deemed to be the Basic Session Fee (BSF – also known as The Session Fee).

11.2.4 The Advertiser/Producer and/or Music Company should note that the Singer may not necessarily be available to extend a session due to further professional engagements.

11.2.5 Notwithstanding 11.2.4 above, it is recognised that best practice should be able to determine that a session be of a calculable length. It is further agreed, therefore, that should the session need to be extended (and if the Singer is still available), a fee of 50% of the BSF (or Session Fee) becomes payable immediately on both Standard and 60 minute sessions.

11.2.6 No session extension shall exceed 30 minutes. This extension shall only be used for the purpose of completing the 3 minutes allowed recording time (see 11.2.7 below); it may not be used to grant any additional recording time. Where such extra recording time is required it shall only be acquired on the basis of a further session of which the Singer must be given prior notice.

11.2.7 Up to 3 minutes of music may be recorded in any session to cover any number of versions subject to their being for the same product.

11.2.8 Commercials made for more than one product within the same session shall be subject to negotiation between the Singer/Singer's Agent and the Advertiser. A separate contract and payment of not less than the Singer's original session fee shall be issued for each product.

### **11.3 Booking**

11.3.1 When pencilling-in a Singer, Clauses 5.8.8, 5.8.9 and 5.8.10 of this Document shall apply. Where the Advertiser has taken the decision not to confirm a pencil, the Advertiser undertakes immediately to notify the Singer's duly authorised agent, so that he/she is free to take other work.

11.3.2 If a confirmed booking is cancelled within 24 hours of the session a cancellation fee, which shall represent not less than 100% of the Singer's session fee, shall become payable.



11.3.3 Clause 4.1.4 of this Document (requiring the production of a 3 year work record) shall not apply. However, if the Artist has an Exclusivity [formerly Barring] contract in place the Singer or their duly authorised agent will notify the Producer/Advertiser immediately.

11.3.4 Work records [Clause 15.4.3.4 of this Document] shall not apply.

#### **11.4 Tests or demos**

11.4.1 Tests or demos are recordings made prior to broadcast for market research, to test voice suitability, or to assist in the development of a range of early versions of a commercial.

11.4.2 A test commercial shall be treated as a commercial made for broadcast when negotiating the Singer's BSF (or Session Fee).

11.4.3 Engagements for tests or demos shall be made on the standard Form of Engagement and shown as such.

11.4.4 The test or demo may be used for public transmission provided the Singer's BSF (or Session Fee) is renegotiated and a new contract issued accordingly.

#### **11.5 Additional roles**

In the event that any Singer performs as both a solo singer and a group singer in the same commercial during the same session and such solo performance was not negotiated in advance of the session, the originally negotiated session fee shall be increased by not less than 50% and Use Fees calculated on the higher figure.

#### **11.6 Tracking**

11.6.1 No mechanical means of double-tracking, overdubbing etc. may be used in order to reduce the number of Singers employed.

11.6.2 Tracking may be used in order to produce artistic effect, and such tracking may be done subject to a supplementary payment of not less than 110% of the session fee for the first overdub, and 100% Of the session fee thereafter. The percentage increase shall include the negotiated Session Fee and any overtime payments.

#### **11.7 In Vision Singers**

11.7.1 A Singer may be engaged to appear in vision miming to his/her singing, in which event the artist shall be contracted on the Standard Form of Engagement for Featured Artists in Commercials.

11.7.2 A BSF (or Session Fee) shall be negotiated to cover both performances, provided that (an) additional session fee(s) shall be paid for any separate recording session that may be required. Such additional session fee(s) shall not however attract Use Fees.

11.7.3 As above, the Advertiser shall ensure that a signed copy of the contract is sent to each Singer engaged, his/her agent or choral manager and that Use Fees are sent direct to the Singer, his/her agent or to Equity.

11.7.4 The vocal recording session shall be a period of not more than 90 minutes.



## **12 STUNT PERFORMERS & CO-ORDINATORS**

### **12.1 Professional Performers**

Engagements for stunts shall be offered only to suitably qualified Stunt Performers, Stunt Co-ordinators or suitably qualified professionals.

### **12.2 The Form of Engagement**

12.2.1 The Form of Engagement shall acknowledge that the Stunt Performer's engagement is to render services of a hazardous and dangerous nature, and warrants that he/she is professionally competent to undertake the act or work contracted.

12.2.2 No provision shall be included in the Form of Engagement that in any way abrogates any rights that the Featured Artist might have under Common Law or Statute in respect of loss, injury or damage arising out of performance of the engagement.

12.2.3 Except where otherwise provided, Stunt Performers shall be engaged subject to all the provisions of this Document.

### **12.3 Stunt Definition**

A stunt shall be defined as a special performance requiring the use of skill and involving physical risk to the Featured Artist. All Stunt Performers so engaged shall be considered to be Featured Artists for the purpose of this Agreement regardless of whether the Stunt Performer/s is/are seen or not seen in camera.

### **12.4 Terms of Engagement**

12.4.1 Stunt Performers shall be paid Use Fees based on their performance (whether or not they are recognisable) if they appear in the commercial. Stunt Co-ordinators shall not be eligible for such Use Fees unless they themselves appear in the commercial. (See 26.4.2)

12.4.2 A stunt performer may be offered a stunt adjustment which shall be an enhanced fee to reflect either the danger or special skill of the required stunt. This adjustment shall be a one-off fee per take and is not to be considered as part of the negotiable BSF (also known as the Shoot Fee) for the purposes of residual payments.

12.4.3 The Advertiser/Producer shall not employ any method of offering an engagement to a Stunt Performer or Co-ordinator which requires as a condition of obtaining, accepting or carrying out that engagement that a commission or fee becomes payable by the Stunt Artist or Arranger to any third party. (This shall not be taken as prohibiting an Advertiser/Producer from approaching a specific Stunt Performer via his/her personal agent or manager).

12.4.4 Stunt Performers and Co-ordinators shall receive payment under the provisions and timescale laid out in Clause 15 [Time of Payment] of this Document.

12.4.5 The Advertiser/Producer will provide Stunt Performers and Co-ordinators with all necessary invoice details.

### **12.5 Fight Directors**

In addition to Stunt Co-ordinators, engagements for Fight Directors shall be offered only to suitably qualified Fight Directors or to suitably qualified professionals.

## **12.6 Registers**

12.6.1 A copy of The Joint Industry Register of Stunt Performers and Co-ordinators (JISC) is available from The Spotlight on <http://www.spotlight.com/shop/product.asp?product=5> or on request from the Equity office on 020 7670 0254.

12.6.2 In addition to Stunt Co-ordinators, engagements for Fight Directors shall be offered only to suitably qualified Fight Directors or to suitably qualified professionals. A copy of the Equity Fight Directors' Register is available from the Equity Office on 020 7670.

## **13 DANCERS & CHOREOGRAPHERS**

### **13.1 Professional Performers**

Engagements for Dancers and Choreographers shall be offered only to suitably qualified professionals.

### **13.2 Casting**

The casting brief for any dance required in a commercial shall make it clear whether the performance is to be Featured or a Walk-On. In each case the relevant contract shall be issued to the dancer, their agent or representative.

### **13.3 Working Hours and Conditions**

The Working Hours and Conditions expressed in clauses 22, 23 and 24 of this Document shall apply to those engaged as Featured Dancers and/or Choreographers. Any specific conditions applying to Walk-On and Supporting Artists shall also apply to those engaged as Background/Chorus Dancers (as laid out in Part II, Document for the Employment of Walk-On and Supporting Artists).

### **13.4 Rehearsals**

13.4.1 All rehearsals shall take place on a suitable sprung floor other than in exceptional circumstances. If the performance takes place on a different surface, the Producer must be mindful of the time needed to adapt to the new surface.

13.4.2 The Producer shall also be mindful that the rehearsal room shall be kept at a temperature of 22°C, other than in exceptional circumstances

13.4.3 Within continuous rehearsals or recording sessions, the Producer shall be guided by the choreographer as to when the dancers need rest breaks.

13.4.4 In any event, a continuous rehearsal or recording session shall last no longer than 2 hours before a 15-minute break for all dancers whether they are employed as Featured or Background Dancers.

### **13.5 Terms of Engagement**

13.5.1 Featured Dancers shall be paid Use Fees under the terms laid out for a Featured Artist in this Document. Choreographers shall not be eligible for such Use Fees unless they themselves are featured in the commercial.

13.5.2 Choreographers will be engaged on a separate contract and may negotiate a fee to reflect either their standing in the industry or the creativity required in the production of the dance.

13.5.3 It is agreed that, where possible, a choreographer will be appointed rather than selecting a dancer from the ensemble to choreograph the steps required by the Advertiser/Producer. If this is not possible, the dancer will receive a separate additional choreography fee to be negotiated

13.5.4 Dancers and Choreographers shall receive payment under the provisions and timescale laid out in Clause 15 [Time of Payment] of this Document.

13.5.5 For all other provisions and conditions governing their terms of engagement, Dancers and Choreographers shall be regarded as Featured Artists or Background Artists, depending on the contract issued to them.

## **14 USE FEES (INCLUDING TRANSMISSION FEE)**

### **14.1 Methods of paying Use Fees**

- As a licence for a specific period of time and/or under designated terms of transmission (see Clause 14.2 below), or
- As a Transmission fee plus repeat fees based on TVRs (see Clause 14.4 below).

### **14.2 Licence for usage**

14.2.1 Where possible full details of the licence should be made available when approaching artists for casting sessions.

14.2.2 Terms of the licence shall include information covering the following areas:

- Client and Product
- Period of Licence including date of first transmission
- Number of Commercials (and/or other form of media), titles and lengths/cut-downs
- Projected Number of TVRs
- Details of TV Stations and/or other media being used.
- Countries of Transmission
- Proposed Fee
- Payment Terms

### **14.3 Transmission Fee**

After the first transmission of the commercial on any channel, the Advertiser shall pay to the Featured Artist, in addition to Use Fees under 14.4 below, a single transmission fee equivalent to 100% of the Featured Artist's BSF (also known as the Session Fee), except that for commercials made for and transmitted only in a single ITV area accounting for less than 10% of UK individuals (aged 4 and over) the Transmission Fee shall be treated as a non-refundable advance against which Use Fees subsequently earned shall be credited. Payment of this fee shall grant to the Advertiser the right to unrestricted access to and showing of the commercial on any or all television channels irrespective of signal delivery system (i.e. terrestrial, satellite, cable or any other means). The Transmission Fee shall not qualify for Use Fees.

## 14.4 Repeat Fees

14.4.1 The Use Fees payable to the Featured Artist for each transmission of the commercial (including the first) in which the Featured Artist appears shall be calculated by reference to the number of UK individuals (aged 4 and over) reported to have viewed the commercial transmission by the audience measurement service operated by the Broadcasters' Audience Research Board (BARB). Viewing shall be defined as 'consolidated viewing' (i.e. live viewing plus normal/VCR playback viewing within 168 hours of the recording).

14.4.2 The audience as defined in 14.4.1 above for all the transmissions of the commercial on all UK television services (irrespective of signal delivery system) in each calendar month shall be accumulated to arrive at a total number of individual (aged 4 and over) viewing occasions.

14.4.3 The total arrived at in 14.4.2 above shall be expressed as a percentage (TVR) of the total number of UK individuals aged 4 and over. The resulting figure is the Network TVR (TV Rating) delivered by the commercial among UK individuals aged 4 and over. It should be noted that if the commercial is transmitted on a regional basis, rather than network, the resulting TVRs will be lower.

14.4.4 The Use Fees payable shall then be calculated according to the following scale, which provides for 4 separate and declining rates as the commercial gains a larger cumulative audience:

<b>Stage TVR</b>	<b>Network TVR Band</b>	<b>Rate Per Network (per cent of BSF/Shoot Fee)</b>
1	Between 0 and (including) 200	7.41%
2	Between 200 and (including) 400	3.68%
3	Between 400 and (including) 800	2.42%
4	Over 800	1.64%

14.4.5 For calculation purposes see [www.usefee.tv](http://www.usefee.tv)

14.4.6 If the commercial achieves a cumulative Network TVR of 800, all subsequent Network TVRs achieved during the life of the commercial shall be calculated at the Stage 4 rate of 1.64% of the BSF per Network TVR.

## 15 TIME OF PAYMENT

### 15.1 Remittance Advice

All fees must have a full and detailed accompanying remittance advice statement showing payment, deductions and, in the case of Use Fees, TVRs, the time period and territories. (See also 16.2)

### 15.2 Studio or session fees

The Producer/Advertiser shall pay to the Featured Artist all remuneration due for the day(s) of engagement:

- In respect of worksheets/invoices received by the 15th of the month, not later than the end of the same month;
- In respect of worksheets/invoices received between the 15th and the end of the month, not later than the 15th of the month following.

### **15.3 Use Fees (including transmission fee)**

15.3.1 The Advertiser shall pay to the Featured Artist the appropriate Use Fees (subject to the provisions of 15.3.5 below) not later than the end of the second month following that in which a transmission of the commercial occurs, e.g. transmissions occurring in the month of January shall be payable by the 31st March.

15.3.2 BACS shall be the preferred form of payment and the Featured Artist, the Agent or other representative, shall be informed when the payment has been made. If an alternative method is to be used, it must be specified at the time of engagement.

15.3.3 However, the payment shall be deemed to have been made by the due date if despatched by first class post on the last day of the relevant month.

15.3.4 Use Fees shall be paid without an invoice necessarily being required.

15.3.5 Notwithstanding anything to the contrary in Clause 14 [Use Fees], or Clause 21 [Exclusivity], payment in respect of any transmission thereunder may be made in advance. Such payments shall not be recoverable from the Featured Artist if any transmissions to which they relate do not take place.

### **15.4 Processing, payment and timetabling**

To ensure speedy processing and payment of fees to Featured Artists according to the timetables above the following procedures shall be followed:

#### **15.4.1 Casting and booking**

When inviting a Featured Artist to attend a first casting session the Casting Director shall provide the following information to the Artist, the Agent or other representative.

- the name of the Advertising Agency, the Agency Producer and the product (or the identification code/title of the commercial where strict confidentiality is required).
- the name of the production company and the production company Producer.

#### **15.4.2 Recall**

15.4.2.1 In the event of a recall, the Casting Director shall inform the advertising agency of the names and contact details of all recalled Artists and the fees involved.

15.4.2.2 The advertising agency shall then send a Purchase Order/Appropriate Documentation to the Artist, their Agent or their Representative, who will, in turn, invoice the advertising agency for the recall fee, quoting the details given on the Purchase Order/Appropriate Documentation. It is agreed that these documents may be sent by email between both parties.

15.4.2.3 Similarly, once the commercial(s) has been cast, where possible, a copy of the cast list of the commercial(s) shall be sent to Equity.

15.4.2.4 In accordance with Clause 5.2.2 of this Document, the Advertiser (i.e. Advertising Agency) is the employer, unless clearly indicated to the contrary. While the Casting Director may be in a position to indicate, on behalf of the employer, the approximate level of basic studio/session fee, only the employer can finally agree the basic studio/session fee payable and confirm the booking.

### **15.4.3 At the shoot or recording session**

15.4.3.1 The advertising agency shall be responsible for having Featured Artist's Work Record Forms at the shoot/session. These shall be in duplicate – with one copy for the Featured Artist and the second for the advertising agency.

15.4.3.2 It shall be the joint responsibility of the Advertiser/Producer and the Featured Artist to make sure that the Work Record Form is completed and signed in duplicate at the conclusion of the day's shoot or recording session.

15.4.3.3 The Work Record Form does not constitute an invoice.

15.4.3.4 Where the Featured Artist has an agent, he/she shall then immediately pass his/her copy of the Work Record Form to his/her agent, so that the agent may send to the Advertising Agency (see 15.4.1 above) an invoice consistent with the particulars contained in the Work Record Form. Otherwise, the Featured Artist must send an invoice.

### **15.4.4 The Invoice**

15.4.4.1 The invoice shall clearly state the Featured Artist's National Insurance number, Equity number (if applicable), VAT number (if the Artist is not registered for VAT, this shall be stated), dates of engagement and monies due.

15.4.4.2 With regards to National Insurance, if the Featured Artist has a service company, is exempt or claiming reduced liability, the relevant declaration or certificate must be sent by the agent/Featured Artist to the advertising agency with the invoice before payment can be made.

15.4.4.3 If the Advertiser/Producer has provided the Artist or their Agent with the name of the product, the job reference number and the name of the Agency/Production Company contact, these shall also be included on the invoice.

15.4.4.4 Every effort shall be made by the Agent/Featured Artist to send their invoice promptly to the designated Advertising Agency addressee (see above) in order that the invoice can be approved for payment with the minimum delay.

### **15.4.5 Monitoring of late payments**

Equity shall provide to the Institute a monthly report of any late payers notified to it by its Featured Artist members and/or their agents so as to enable the Institute to contact the finance director of any advertising agency concerned and to expedite the payment of any fees outstanding.

### **15.5 Late payment**

With effect from payments due on or after 1st May 2011, in the event that the Advertiser/Producer does not make payments to the Featured Artist according to the timetables stipulated in 15.2 and 15.3 above, the Advertiser/Producer shall make an additional payment to the Featured Artist of 1½% compound of the sum outstanding for each month or part of a month by which payments of fees are delayed, except that any such additional payment shall not be incurred if the disputed procedure provided for under Clause 34 [Settlement of Dispute] has been previously invoked in relation to the payment due by any party to this Document.

## **15.6 Notice of cessation of transmission right**

Notwithstanding 15.5 above, Equity may, in the event of default under this Clause by the Producer and/or the Advertiser, give notice in writing to the Advertiser which shall, for the purpose of this Clause, include the Advertiser's successors in title or assigns that unless the default be remedied within a period of 14 days the right of the Advertiser/Producer to transmit or permit the transmission of any commercial which incorporated the Featured Artist's performance and in respect of which the Advertiser/Producer is in default shall at the expiry of the said notice absolutely cease and determine, except that

- Such notice shall not take effect if the disputes procedure provided for under Clause 34 has previously been invoked in relation to the payment due by any party to this Document (as in 15.5 above), and
- Equity shall immediately inform the Director General or the Secretary of the Institute of Practitioners in Advertising where the Advertiser is in default and/or the Chief Executive of the Advertising Producers' Association where the Production Company Producer is in default, of any intended action, and
- The serving of such notice shall not preclude the right of the Producer/Advertiser to invoke the disputes procedure provided for under Clause 34 (as in 15.5 above)
- Such notice shall not take effect if the Producer/Advertiser establishes that the default is due to circumstances beyond their control.

## **16 NOTIFICATION TO THE FEATURED ARTIST**

16.1 The Advertiser shall notify the Featured Artist of the date of the first use of the commercial at the time of payment of the first Use Fees.

16.2 The Advertiser shall notify the Featured Artist of the audience expressed as TVRs and/or equivalent counting mechanisms, the period of use covered, and all area(s)/channel(s) and other media platforms concerned when making use fee payments to the Featured Artist.

16.3 The Advertiser shall notify the Featured Artist (excluding Voice-Overs and Singers) in writing no later than 6 months from the date of his/her performance whether or not the commercial will be used.

16.4 The Advertiser shall notify the Featured Artist if his/her performance is cut out of the commercial entirely.

16.5 In respect of each commercial made under this Document where usage is paid by repeat fees, the Advertiser shall, at the request of the Featured Artist, notify him/her of the date of the first transmission and the total audience reached by the commercial expressed as TVRs and/or equivalent counting mechanisms, and any other usage in each area(s)/channel(s), other media and cinema up to the date of the Featured Artist's request.

## **17 LIFE OF THE COMMERCIAL**

### **17.1 Expiry**

17.1.1 Subject only to specific agreement to the contrary between the Advertiser and the Featured Artist, a commercial may be used after the expiry of 3 years from the date of the first exposure of the Featured Artist's image on any media platform, subject to re-negotiation of the contract, unless there are reasonable grounds for not doing so (see 17.1.4 below).

17.1.2 It is agreed that an advertising campaign begins at such first exposure, and that



the Life of the Commercial shall be timed from the appearance of this first image on any platform, not from the date of the first transmission of the commercial.

17.1.3 For the avoidance of doubt, 'any media platform' shall include printed material. (See Clause 20 [Stills])

17.1.4 Examples of cases which would be reasonably considered as qualifying for renegotiation of the contract would be if a commercial was used other than as stated in the original contract.

17.1.5 Notwithstanding the provision for specific agreement as provided for in 17.1.1 above, no advertiser shall require either an automatic extension or an option to extend 3 year limit at the time of the original engagement.

17.1.6 Other than in exceptional circumstances as provided for in 17.1.4 above, if the Advertiser wishes to continue to transmit the commercial after the expiry of 3 years from first use, then a new BSF (also known as the Shoot Fee) must be negotiated and a new contract issued to cover such additional use.

## **17.2 Extension to Transmission**

17.2.1 Notwithstanding the provision for overseas use contained in the Standard Form of Engagement, the provisions as expressed in 17.2.2 to 17.2.7 shall apply either if or when the Advertiser seeks to extend the broadcast of a commercial beyond the contractually agreed time in a territory identified in the original contract, or seeks to broadcast the commercial in an additional territory(ies) or on a new platform not specified in that contract.

17.2.2 It is recognised as undesirable that the subsequent transmission of a commercial in any territory or on any platform not specified at the time of the original engagement might result in the Featured Artist being exposed in the same market at the same time advertising similar products.

17.2.3 It shall not be sufficient for the Advertiser to require in the original contract an option to transmit the commercial anywhere outside the United Kingdom (as defined in 2.8 of this Document) unless a separate and appropriate fee has been negotiated in good faith for such option.

17.2.4 In the absence of any such option, and in the best professional interests of all concerned, it shall be the responsibility of the Advertiser to approach, in writing, the Featured Artist, the Agent or other representative, prior to any such intended transmission to ascertain whether or not the Featured Artist has, subsequent to the original engagement, appeared in any commercial for a similar product which is, or is likely to be, transmitted in the same territory or on the same platform at the same time as the Advertiser intends to transmit the commercial which is the subject of the original engagement.

17.2.5 In the event that the Featured Artist has subsequently entered into an exclusive contract with another advertiser which contractually forbids the transmission of a commercial featuring the Featured Artist in any particular territory(ies) or on any particular platforms, and providing the Featured Artist was contractually free to enter into such an agreement at the time of signature, then the Advertiser will respect the terms of such exclusive contract.

17.2.6 Whether or not such exclusive contract exists, and notwithstanding any legal remedies which may be available to the Featured Artist and/or other parties in such circumstances, if the Advertiser fails to approach the Featured Artist as provided for



above then neither the Featured Artist, the Agent or other representative can be held in any way responsible for the appearance of the Featured Artist in any simultaneous campaign for any product in any territory or on any platform. In such circumstances any fault for such multiple-exposure shall lie solely with the Advertiser/Producer.

17.2.7 To this end it is agreed by all parties that the intention to re-launch a commercial in any territory or on any platform shall be conveyed in writing to the Featured Artist, the Agent or other representative, and any necessary consents shall be obtained. Where possible this should be before the proposed transmission date. If the Advertiser/Producer does not have this information at that time, they must inform the Featured Artist, the Agent or other representative when they do have it. As similarly provided for in 17.2.6 above, any fault for multiple-exposure as a result of non-compliance shall lie solely with the Advertiser/Producer.

### **17.3 Editorial and PR**

17.3.1 The Artist agrees that the commercial, frames (stills) taken from that commercial, or stills taken during the shooting of such commercials may be used for editorial and PR use; for Client, Agency or Production Company promotion; awards entries; and Agency and Production Company websites and showreels in perpetuity without any additional fees being due to the Featured Artist.

17.3.2 For the avoidance of doubt such use shall be expressly for promotional purposes only and shall exclude any transmission on any media platform, which shall be paid for as laid out in this Document. Both the Featured Artist's agreement and the restriction on this promotional use shall be in perpetuity.

17.3.3 Similarly, once the commercial has begun transmission on any media platform, the Featured Artist shall have the right to use the commercial (and any images taken therefrom) on his/her showreel, website and/or Agent's website for promotional purposes only in perpetuity.

## **18 ANCILLARY USE**

18.1 The use of the whole or part of any commercial made under this Document shall be limited to uses in the United Kingdom (as defined in Clause 2.8) for the purpose of advertising the product(s) or service(s) specified in the Featured Artist's Form of Engagement.

18.2 Any extension to other media in the United Kingdom or inclusion in a film or television documentary and/or other programme shall be treated as programming and shall be subject to such terms and conditions as may be agreed between the Advertiser/Producer, the Featured Artist and/or Equity.

18.3 The terms of any subsequent agreement shall be deemed to be included in and part of the original contract between the Producer and the Artist.

18.4 All parties to this Document recognise the negative impact of unauthorised use of advertising material on any platform and therefore agree to share responsibility when such unauthorised use can be identified and to use their best endeavours to ensure that the material is removed as soon as possible.

## **19 INTERNET USE**

### **19.1 Definition**

19.1.1 For the purposes of this Document it is agreed that the internet is a geographically defined method of delivering commercials and other advertising materials.

19.1.2 For the full definition of the internet and associated formats, please see 'Media Use and Terminology' in the glossary.

### **19.2 Use-Fees**

19.2.1 It is recognised that the internet and all forms of New Media arising from it are in a state of constant evolution. There is not yet an accurate way to measure audience share for many of the commercials viewed online. It is therefore agreed that until such a mechanism exists, payments shall be made to Featured Artists according to a percentage rate of the BSF.

19.4.2 Equity and the IPA agree to review the Internet and New Media provisions and definitions on a 6 monthly basis.

## **20 STILLS**

### **20.1 The Shoot**

20.1.1 When a 'stand alone' photographic shoot (i.e. not coupled to a broadcast campaign) takes place, the Featured Artist shall receive his/her daily photographic shoot fee and Use Fees.

20.1.2 Similarly, when a photographic shoot takes place which is part of a 'mixed media' advertising campaign (i.e. coupled to a broadcast commercial), the Featured Artist shall receive a daily payment which shall be no less than the Artist's daily photographic shoot fee. All usage of these stills in any photographic medium shall then attract Use Fees.

### **20.2 Using a Still in a commercial**

When the Advertiser requires a still photograph, which is agreed to be integral to a broadcast commercial, the photograph shall be deemed to be an appearance in the commercial by the Artist featured in the photograph. The Featured Artist shall receive a daily payment (BSF/Shoot Fee) and Use Fees.

### **20.3 Using a still photograph taken from a frame within the commercial**

20.3.1 The Producer/Advertiser shall have no right to use in paid-for advertising space, including but not limited to packaging or point of sale material, any still photographs from the commercial(s) of the Featured Artists without the specific consent of the Featured Artist. Any such use will require the Featured Artist's consent prior to such use and such consent will be subject to agreement and payment of a negotiated fee.

20.3.2 If an Advertiser or Producer produces a line drawing of a Featured Artist, which is clearly a reproduction of the Featured Artist's likeness taken from a commercial still, then such line drawing should be regarded as a still and therefore covered by 20.3.1 above.

20.3.3 Where a still from the commercial(s) of a Featured Artist is used for editorial purposes e.g. trade press, awards, as part of an article to illustrate an aspect of the article, the

Featured Artist should wherever possible be informed of the use but their consent for such use will not be required. Where it is used as a sales aid not covered in 20.3.1 above, such sales aid must state on it 'not for public display' and the Featured Artist should wherever possible be informed of the use but their consent for such use will not be required.

## **21 EXCLUSIVITY (formerly Barring)**

### **21.1 The Form of Engagement**

21.1.1 If as a condition of his/her engagement the Featured Artist is required to restrict his/her employment in commercials, such requirement shall be the subject of a special stipulation in the Form of Engagement which shall specify:

- The period during which the Featured Artist shall be required to restrict his/her employment (the 'Exclusivity Period').
- The extent to which the Featured Artist shall be required to restrict his/her employment (i.e., whether the restriction applies only to commercials advertising products or services competitive with those of the Advertiser or more generally).
- The fee payable to the Featured Artist in consideration of restricting his/her employment (the 'Exclusivity Fee' – see 21.2.1 below).

21.1.2 It would clearly be of benefit to all parties if the Exclusivity Contract were in place before shooting begins.

### **21.2 The Exclusivity Fee**

21.2.1 The Exclusivity Fee shall be negotiable.

21.2.2 The Exclusivity Fee shall be paid in addition to any studio or session fees and Use Fees payable to the Featured Artist in respect of the commercial for which the Featured Artist is engaged.

21.2.3 In the absence of specific agreement to the contrary the Exclusivity Fee shall be paid within 1 month of the commencement of the Exclusivity Period.

21.2.4 Unless otherwise agreed and stipulated in the Form of Engagement neither the Exclusivity Fee nor any part of it shall be repayable by the Featured Artist should the exploitation of the Commercial (or the Artist's performance or likeness in the commercial) subsequently be less than that contemplated at the time of the engagement or should the Artist's performance and/or likeness not be used in the commercial. See Clause 30 [Editing of Commercials].

### **21.3 Undertakings of the Featured Artist**

21.3.1 It shall be the duty of the Featured Artist prior to entering into an engagement which will impose an Exclusivity Period to inform the Advertiser of any commercial made in the previous 3 years, and any present or known future employment of the Featured Artist which might be relevant to the effectiveness of the proposed exclusivity.

21.3.2 Additional personal information required under 5.3.2.1 and 5.3.2.2 should be requested before this exclusivity is contracted.

21.3.3 The Featured Artist undertakes not to appear or perform in the character which has been created by the Advertiser for the sole purpose of promoting the product and/or services concerned, other than as required to do so under the terms of his/her contract.

21.3.4 If the Artist is subsequently required by the Advertiser to appear in such a character, then a negotiated fee shall be payable (e.g. for a Personal Appearance).

21.3.5 Should the Artist be approached by a third party to appear in such a character, the Artist undertakes first to obtain the written consent of the Advertiser. It is agreed that the Advertiser has the right to refuse this permission, but should this permission be granted, the Advertiser shall not be liable to make a payment under this sub-clause to a Featured Artist in respect of such requirement.

## **22 WORKING HOURS AND CONDITIONS**

### **22.1 Working Hours**

22.1.1 A Working Day, Night or Dawn Call shall normally be a period not exceeding 9 hours, excluding a break of 1 hour for a meal, making 10 hours in all.

22.1.2 The Working Day, Night or Dawn Call shall begin at the time at which the Featured Artist is called or attends to render services (whichever is the later) at the studio or location, or at such time as provided for under 22.8 [Travelling Time] below.

22.1.3 Where travelling time is included in working hours, the Working Day, Night or Dawn Call shall be deemed, for the purpose of calculating meal and rest breaks, to begin at the time the Featured Artist is called or attends to render services (whichever is the later) at the studio or location.

22.1.4 Time spent in make-up, hairdressing and wardrobe shall be included in working hours.

### **22.2 Day Calls**

22.2.1 Day calls commence between 7.30am and 12 noon.

22.2.2 Any call to render services after 12 noon shall be deemed to be for 12 noon for the purpose of calculating overtime.

22.2.3 There shall be a main meal break of 1 hour which shall commence not earlier than 12 noon and not later than 2.00pm.

22.2.4 If work continues beyond 5 hours calculated from the end of the midday meal break the Featured Artist shall be given a further break of 1 hour. See 22.9 [Meal and Rest Breaks] below.

### **22.3 Dawn Calls**

22.3.1 If the Featured Artist is required to render services for a Dawn Call i.e. between 4.00am and 7.30am he/she shall be paid, in addition to the BSF (also known as the Shoot Fee), a premium payment of one-fifth of the BSF/Shoot Fee for each hour or part of an hour so worked up to 7.30am, calculated from the time he/she is called or attends to render services (whichever is the later).

22.3.2 Featured Artists called under these provisions shall be provided with a hot drink prior to their commencing work and adequate refreshments during the period of call.

## **22.4 Night Calls**

22.4.1 Night calls are specially called as such and scheduled to extend beyond midnight or to commence between midnight and 4.00am. The Advertiser/Producer shall notify the Featured Artist of this call at the time of the engagement.

22.4.2 Notwithstanding the foregoing, any call to attend on or after 4.00pm shall be deemed to be for night work and shall be paid as such; unless it is specifically agreed between the Featured Artist and the Advertiser/Producer that the call is not for night work, in which case the Featured Artist shall be entitled to overtime payments from 10.00pm.

22.4.3 There shall be a meal break of 1 hour which shall commence not later than 5 hours from the starting time.

22.4.4 In addition to the studio fee the Advertiser/Producer shall pay to the Featured Artist a fee of 50% of the Featured Artist's BSF/Shoot Fee in respect of each session of night work for which the Featured Artist is called and attends. This Night Fee shall not qualify for Use Fees.

## **22.5 Overtime**

22.5.1 The Featured Artist may be required to work overtime for which the Featured Artist shall be paid one-fifth of the BSF/Shoot Fee for each hour or part of an hour so worked except as provided for under 22.5.2 below and except that the Advertiser/Producer shall be entitled to require the Featured Artist to work in excess of the normal day, night or dawn call to the extent of not more than 15 minutes to complete a take. No payment shall be made for this excess period if no further overtime is worked on the same day.

22.5.2 Overtime other than for a night call which takes place after midnight shall be paid at a rate of one-third of the BSF/Shoot Fee for each such hour or part of an hour.

22.5.3 Payment for overtime during night calls or on a Sunday or public holiday shall be calculated on the total of the BSF/Shoot Fee and the additional night fee or premium payment.

22.5.4 No overtime payment shall qualify for Use Fees.

## **22.6 Break between calls**

22.6.1 Periods of not less than 12 hours shall normally be allowed between the end of any period of working time to the next call under the same contract.

22.6.2 In the event that unavoidable circumstances require this break to be curtailed the Featured Artist shall be paid at the rate of one-fifth of the BSF/Shoot Fee for each hour by which the 12-hour break is reduced.

22.6.3 Such payment shall be made in addition to any overtime or other payments due in respect of such time. Such payments shall not qualify for Use Fees.

## **22.7 Sundays and Public Holidays**

In the event that the Featured Artist is required to work on a Sunday or public holiday the Featured Artist shall be paid an additional premium of not less than 50% of the BSF/Shoot Fee, such payment not to qualify for Use Fees.

## **22.8 Travelling time**

### **22.8.1 Studios and non-resident locations**

*\*Note. In sub-clauses 22.8.1.1, 22.8.1.2 and 22.8.1.3 below reference is made to 'Charing Cross, London' or 'Central London'. It is agreed that the travel principles embraced therein apply also to regional Advertising Agencies and/or Production Companies using local professionals. In such circumstances, both the time and distance principles referred to may be applied to the major mainline station in the region. Use of Artists from outside the region will attract the usual travel payments and accommodation requirements. Similar provisions apply to 24.1 and 24.2.*

#### *22.8.1.1 Where transport is not provided*

Time spent travelling to and from a studio or location within 20 miles radius of Charing Cross\*, London shall not be included in working hours. Where the Featured Artist is required to travel to and from a studio or location more than 20 miles radius from Charing Cross\*, the necessary travelling time to and from Central London\* or the Featured Artist's home, whichever is the lesser, shall be included in working hours, excluding 30 minutes each way.

#### *22.8.1.2 Where transport is provided from a rendezvous in Central London*

The Featured Artist's working hours shall be calculated from 30 minutes after the time of call to the rendezvous until 30 minutes before the time the Featured Artist is returned to the rendezvous.

#### *22.8.1.3 Where transport is provided from the Featured Artist's home*

Time spent in travelling to and from the studio or location within 30 miles radius of Charing Cross\* shall not be included in working hours. Where the Featured Artist is required to travel to and from a studio or location more than 30 miles from Charing Cross\* travelling time shall be included in working hours, excluding 30 minutes each way.

### **22.8.2 Resident locations**

#### *22.8.2.1 Travel to or from a location on a working day*

Where the Featured Artist is required to travel to or from a resident location on a day on which services are rendered the appropriate provision of 22.8.1 above shall apply.

#### *22.8.2.2 Travel to or from a location on a non-working day*

Where necessary travelling occurs by prior arrangement with the Advertiser/Producer on a day on which no services are rendered the Featured Artist shall be paid 50% of the BSF (also known as the Shoot Fee).

#### *22.8.2.3 Travel while on location*

The Featured Artist's working hours shall be calculated from the time of call at the hotel or place of accommodation until the Featured Artist is returned to the hotel or place of accommodation. Provided that where the Featured Artist, with the consent of the Advertiser/Producer, obtains accommodation elsewhere than at a hotel or place of accommodation provided by the Producer, the incorporation of travel time in working hours shall be on the same basis as that agreed for other members of the cast.

## **22.9 Meal and Rest Breaks**

22.9.1 The Featured Artist shall not be required to work for more than 5 consecutive hours without a break for rest and refreshment. Such breaks shall not be less than 1 hour. (See also 22.2.3, 22.2.4, 22.3.2. and 22.4.3 above).

22.9.2 In the event that for any reason a main meal break is curtailed, or delayed by more than 30 minutes the Featured Artist shall be paid one-fifth of the BSF/Shoot Fee for each curtailment or delay.

## **23 MEALS AND MEAL ALLOWANCES**

23.1 When meals (breakfast, lunch and dinner) or refreshments are supplied to other members of the unit, Featured Artists shall receive similar meals and refreshments at the same time.

23.2 Where it is impracticable or impossible to supply meals and refreshments, a monetary allowance in cash shall be paid to the Featured Artist to purchase adequate meals or refreshment, which payment shall not be less than that paid to other members of the unit.

23.3 In the event that facilities for obtaining meals or refreshments are not available at the designated place of work, or are not available within reasonable walking distance, Producers shall provide transport to and from a place where Featured Artists can obtain meals and refreshments.

23.4 The guiding principle in 23.1.to 23.3 above shall be that Featured Artists shall receive meals and allowances equal to other members of the unit.

## **24 PROVISION OF TRANSPORT AND ACCOMMODATION**

*\*Note. In sub-clauses 24.1 and 24.2 below reference is made to 'Charing Cross, London' or 'Central London'. It is agreed that the travel principles embraced therein apply also to regional Advertising Agencies and/or Production Companies using local professionals. In such circumstances, both the time and distance principles referred to may be applied to the major mainline station in the region. Use of Artists from outside the region will attract the usual travel payments and accommodation requirements. Similar provisions apply to 22.8.*

### **24.1 Within 20 miles**

Where transport is not provided by the Advertiser/Producer, the Featured Artist shall pay the Featured Artist's own travelling expenses to and from any studio or location within 20 miles of Charing Cross\*, London.

### **24.2 Beyond 20 miles**

If the Featured Artist is required to travel to and from any studios or location further than 20 miles from Charing Cross\*, and transport is not provided by the Advertiser/Producer, the Advertiser/Producer shall pay to the Featured Artist the Featured Artist's reasonable travelling expenses from and to Central London or the Featured Artist's home, whichever is the lesser.

### **24.3 After Public Transport has closed down**

24.3.1 If the Featured Artist is called at a time, or detained until a time when public transport is not available the Advertiser/Producer shall transport the Featured Artist to or from the studio or location where the Featured Artist is working.



24.3.2 If the Featured Artist anticipates difficulties in returning home after a call likely to finish after 9pm, the Featured Artist shall raise the matter with the Advertiser/Producer on confirmation of the booking in order that suitable travel arrangements may be agreed in advance.

#### **24.4 Artists required to consume alcohol**

In the event of a Featured Artist being required to consume alcohol the Featured Artist shall be informed in advance and shall be provided with transport from his/her home to the studio and/or location, and back to his/her home.

#### **24.5 Studio and/or location accommodation**

If the Featured Artist cannot reasonably return from the location or studio to the Featured Artist's home each night the Advertiser/Producer shall provide the Featured Artist with reasonable living accommodation including board at or near the location.

#### **24.6 Illness**

24.6.1 In the event that while rendering services at a studio or location in the United Kingdom (as defined in 2.8 of this Document), a Featured Artist is injured or taken ill so that the Featured Artist is unable to return to the Featured Artist's home by normal means of transport the Advertiser/Producer shall be responsible for providing suitable transport to the Featured Artist's home or a nearby hospital as soon as the Featured Artist's condition permits.

24.6.2 As stated in 27.4, in the event that a Featured Artist is injured or taken ill when engaged on work on locations outside the United Kingdom (as defined in 2.8 of this Document), the Advertiser/Producer shall adhere to the requirements of 24.6.1 above.

## **25 PRESENTATION**

### **25.1 Screen Personality**

25.1.1 The Advertiser/Director shall have the sole right to decide the manner in which the Director shall present the Featured Artist's personality on the screen, and in particular how the Featured Artist shall wear the Featured Artist's hair and be made up.

25.1.2 It is incumbent on the Advertiser/Producer that, should the Advertiser/Director decide on a hairstyle, make-up or presentation necessitating changes in the Featured Artist's personal appearance, such 'abnormal' requirements shall be made known to the Featured Artist prior to the engagement of the Featured Artist.

25.1.3 Any such changes shall be the subject of a special stipulation in the same Form of Engagement and may be subject to an additional negotiable fee.

### **25.2. Altering or removing the Artist's performance**

Without prejudice to the payment to the Featured Artist of the monies to which the Featured Artist is entitled in respect of his/her engagement, the Advertiser/Producer shall have the right to lengthen, shorten, re-write or eliminate the Featured Artist's part in the commercial and/or to substitute another Featured Artist in the place of the Featured Artist who was first engaged to appear.



### **25.3 Use of a 'Double'**

25.3.1 If the Producer desires the right to use a double in the Featured Artist's place, this shall be the subject of negotiation and special stipulation in the Featured Artist's Form of Engagement.

25.3.2 In the absence of such special stipulation the Advertiser/Producer shall have the right to use a double in the Featured Artist's place only:

- In scenes which in the opinion of the Advertiser/Producer would impose an undesirable risk on the Featured Artist and/or
- n scenes which do not involve the use of professional skill in dramatic interpretation and in which no feature identifiable as other than that of the Featured Artist appears on the screen.

25.3.3 In no event shall the Advertiser/Producer have the right to use a double in the Featured Artist's place in scenes involving nudity or semi-nudity, unless this is specifically provided for by a special stipulation in the Featured Artist's Form of Engagement.

### **25.4 Using the Artist's legal or professional name**

If the Producer/Advertiser wishes to use the legal or professional name of the Featured Artist this shall be made known to the Featured Artist at the time of the engagement.

#### **25.4 Dubbing**

25.4.1 The Form of Engagement shall in every case state whether or not the Advertiser/Producer has the right to dub the Featured Artist's voice.

25.4.2 If this right is not expressly reserved to the Advertiser/Producer in the Form of Engagement the Advertiser/Producer shall have no right to dub the Featured Artist's voice, except for the purpose of re-takes or added scenes required at a time when the Featured Artist is not reasonably available.

## **26 POTENTIALLY RISKY WORK AND ADVERSE CONDITIONS**

### **26.1 Terms of Engagement**

26.1.1 The Advertiser/Producer shall not require the Featured Artist to render services which involve a degree of risk to health and safety unless the Featured Artist has been expressly engaged for such work.

26.1.2 Where Featured Artists are required to undertake such work they must be supervised by a person or persons with the necessary training and experience to supervise/arrange them safely and reduce any risk to the lowest level reasonably practicable. Such a person or persons shall be a qualified Stunt Co-ordinator or Co-ordinators listed in The Joint Industry Register of Stunt Performers and Co-ordinators (JISC – See Clause 12.6 - or have relevant professional qualification(s) and experience in relation to the work which the Artist is to undertake.

26.1.3 If the Featured Artist is engaged to render such work then the work shall be subject to express stipulations in the Featured Artist's Form of Engagement, and the Featured Artist shall be provided with sufficient information in writing about the nature of the services in good time prior to entering into the engagement so that they can make an informed decision as to whether to enter into such engagement; this information should be included in the casting breakdown.

26.1.4 The Advertiser/Producer shall at its own expense effect insurance for the Featured Artist.

## **26.2 Safety Provisions**

Where work of a risky nature is involved, all reasonable safety precautions shall be taken by the Advertiser/Producer and, where practicable, adequate notice that such measures have been taken shall be given to the Featured Artist.

## **26.3 Provision for Adverse Conditions**

26.3.1 In the event of a Featured Artist being required to perform under wet or other conditions of extreme discomfort, such conditions being necessary in order to achieve the performance required and not resulting from unforeseen weather conditions etc, the Featured Artists shall be provided with sufficient information in writing about the nature of the services in good time prior to entering into the engagement so that he or she can make an informed decision as to whether to enter into such engagement.

26.3.2 The Featured Artist shall be provided with adequate facilities for drying or otherwise alleviating such discomfort.

## **26.4 Stunts**

26.4.1 Engagements primarily for stunts or fights shall be offered only to suitably qualified Stunt Performers and Co-ordinators or to otherwise suitably qualified professionals.

26.4.2 Stunt performers shall be paid Use Fees if they appear in the commercial. Stunt Co-ordinators shall not be eligible for such Use Fees unless they themselves appear in the commercial.

26.4.3 All other provisions relating to Stunts can be found in Clause 12 [Stunt Performers & Co-ordinators].

# **27 ILLNESS**

## **27.1 Responsibilities of the Featured Artist**

27.1.1 The Featured Artist must assure the Advertiser/Producer on accepting the confirmation of the engagement that he/she is in such a state of health that the Advertiser/Producer will be able to effect insurance under normal conditions.

27.1.2 However between that time and shoot date if the Featured Artist knows that he/she will be unable to fulfil an engagement by reason of illness or accident, the Featured Artist or his/her agent shall at the earliest reasonable opportunity inform the Advertiser and/or Producer to this effect.

## **27.2 Medical Certificate and/or Examination**

If the Featured Artist is absent from the studio or location by reason of illness, mental infirmity or accident, he/she may normally be expected to provide a medical certificate and the Advertiser/Producer shall be entitled to require the Featured Artist to submit to medical examination by the Producer's doctor.

### **27.3 Termination of Engagement and Recasting**

If the Featured Artist is unable by reason of illness, mental infirmity or accident to fulfil or complete his/her engagement then the Advertiser/Producer may at his/her option either:

- terminate the engagement forthwith upon payment to the Featured Artist of monies accrued due up to the time of the Featured Artist's incapacity but without prejudice to the Featured Artist's rights under Clause 14 [Use Fees] hereof; or
- make such other arrangements with the Featured Artist by way of postponement and the like as may be practicable to fulfil the engagement.

### **27.4 Illness when Overseas**

In the event that a Featured Artist is injured or taken ill when engaged on work on locations outside the United Kingdom (as defined in 2.8 of this Document), the Advertiser/Producer shall adhere to the requirements of 24.6.1.

## **28 FORCE MAJEURE**

If the production is prevented or interrupted by reason of any cause beyond the control of the Producer then the Advertiser/Producer may either cancel the engagement (in which event they shall pay to the Featured Artist all monies accrued to the date of such cancellation) or make such other arrangements with the Featured Artist by way of postponement and the like as may be practicable to fulfil the engagement.

## **29 ASSIGNMENT**

*\*Note – The term 'Advertiser' as used here will normally apply to the Advertising Agency making the commercial as the original holder of the copyright and other rights to be assigned.*

### **29.1 Third Party Obligation**

If the Advertiser\* assigns all or part of its rights in the commercial(s) to a third party, then the Advertiser shall ensure that it is a term of such assignment that such third party assumes all the obligations the Advertiser owes to the Featured Artist pursuant to the Artist's engagement.

### **29.2 Obligation of Further Assignees**

Such assignment shall also include a provision requiring the third party to ensure that all such obligations be assumed by any further assignees of the rights in the commercial in addition to the duty of notification set out at 29.5.1 and 29.5.2 below.

### **29.3 Notification to IPA and Equity**

Any such assignment shall be promptly notified by the Advertiser\* to the IPA and Equity.

### **29.4 Contractual Obligations of the Featured Artist**

Upon such assignment(s) and subject to their being made in accordance with 29.1 and 29.2 above, the Featured Artist shall thereafter render any outstanding contractual obligations pursuant to the engagement to the third party or further assignee.

## **29.5 Contractual Obligations of the Advertiser\***

29.5.1 The Advertiser\*, having completed such assignment in the manner provided for above, shall have no further liability to the Featured Artist under the Artist's engagement other than in respect of payments to the Artist which have fallen due prior to the assignment save to the extent that the third party has expressly agreed to make such payments.

29.5.2 The Advertiser\* undertakes to notify the Featured Artist, the Agent or other representative, or if that proves impossible, to notify Equity, of the name, address and telephone number of the third party acquiring the rights to the commercial(s).

## **30 EDITING OF COMMERCIALS**

### **30.1 Visual Artist**

30.1.1 If the entire performance of a visual Featured Artist is cut from any commercial, Use Fees cease to be payable to that Featured Artist (unless Use Fees have been guaranteed on the Form of Engagement or elsewhere).

30.1.2 If any part of a performance remains, whereby the Featured Artist remains identifiable or where their performance remains integral to the story, Use Fees continue to be payable on the basis of the original contract.

30.1.3 If the Artist's face has not been seen, and all that remains in the final cut is, therefore, a non-attributable body part, then Use Fees cease to be payable to the Featured Artist.

### **30.2 Non-visual Artist**

30.2.1 If the entire performance of a non-visual Featured Artist is cut from any commercial, Use Fees cease to be payable to that Featured Artist (unless Use Fees have been guaranteed on the Form of Engagement or elsewhere).

30.2.2 If any part of a performance remains, Use Fees continue to be payable on the basis of the original contract.

### **30.3 Informing the Featured Artist**

Featured Artists, their agents, or their representatives must be told as soon as possible if the Featured Artist's performance has been edited out of the final cut so that the Artist concerned is free to attend casting sessions for similar products.

### **30.4 Product Price Changes**

Where, as a result of product price changes arising from Budget provisions the Advertiser wishes to remake part of a commercial and to engage for this purpose the original Featured Artist(s), a further studio/session fee of not less than the Featured Artist's original BSF (also known as the Shoot Fee) shall be paid, but transmissions of the commercial may continue to be counted for use fee purposes as if the re-made version was the original.

### **30.5 Dispute**

In the event of any dispute, the provisions of Clause 34 [Settlement of Dispute] and/or GLOSSARY X will apply.

## **31 CUT DOWN/NEW COMMERCIALS**

### **31.1 Cut down Commercial**

In the event of a commercial being cut down to a shorter version, the Featured Artist will continue to receive Use Fees on the basis of his/her original Form of Engagement for the existing commercial.

### **31.2 New Commercial**

31.2.1 If either all or part of an existing commercial is used to produce a new or different commercial (other than a cut down), then subject to the consent of the Featured Artist and agreement with the Producer/Advertiser, a new BSF (also known as the Shoot Fee) shall be negotiated.

31.2.2 A 'new, or different commercial' shall be one that does not appear on the original Form of Engagement.

31.2.3 This new BSF/Shoot Fee shall not be less than the BSF/Shoot Fee for the existing commercial and the Featured Artist will receive a new Form of Engagement for the new commercial.

31.2.4 Such an agreed BSF/Shoot Fee will be paid to the Featured Artist along with Use Fees calculated on the basis of the new Form of Engagement.

## **32 CAST INFORMATION AND MEETINGS OF FEATURED ARTISTS**

32.1 The Advertiser/Producer shall, if requested, make available to Equity a production sheet detailing the hours of work, dates of production, address of any locations where applicable and a full list of Featured Artists engaged.

32.2 The Producer shall offer all reasonable facilities for meetings of Featured Artists in the Featured Artist's own time.

32.3 Upon request by Equity, the Advertiser/Producer shall make provision for the attendance of a full-time Equity official on the production set to meet with the Featured Artists.

## **33 EQUALITY CLAUSE**

33.1 The parties to this Document will actively operate a policy of equal employment opportunities for Artists regardless of age, belief, caring responsibilities, class, colour, disability, ethnic or national origin, marital status, race, religion, sex, sexuality or other status or personal characteristic.

33.2 The parties are committed to casting policies that are based on ability and the requirements of each particular role rather than on stereotypical views of suitability and to this end support non-traditional and integrated casting strategies.

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

33.4 In order to enable the casting of Artists with disabilities, whether or not the part specifically calls for an Artist with a disability, the Advertiser will ensure that where

disabled access is outside the Advertiser's control and is inadequate, the Advertiser shall use every practicable effort to facilitate an accessible venue.

## **34 SETTLEMENT OF DISPUTE**

34.1 In the event of a dispute arising between a Featured Artist or Featured Artists and a Producer and/or Advertiser arising from or in connection with the Featured Artist's engagement which cannot be resolved by the parties, either party may refer the matter to their respective membership organisation referred to in this Document (or any successor organisation thereto) and such organisation will approach the organisation representing the other party to the dispute as soon as reasonably practicable thereafter with a view to those organisations trying to effect a settlement of the dispute with the consent of the parties.

34.2 In the exceptional circumstance that the dispute is not resolved within 28 days of the first discussion about it by the membership organisations (or such longer period as those organisations may agree), the dispute shall be referred to a Joint Conciliation Meeting, the procedure for which is detailed in Schedule 3.

## **35 HOLIDAY PAY**

Artists engaged under these terms are legally entitled to holiday pay as set out in legislation.

## **36 PENSION CONTRIBUTION**

Equity and the other signatories will monitor the position in respect of Pensions throughout the life of this Document, and will comply with the requirements of any legislation introduced.

## **37 REVIEW CLAUSE**

### **37.1 The Document.**

This Agreed Document shall be reviewed at any time subject to either party giving 3 months' notice that a review is required. Termination of this Document can occur following 6 months' written notice by either party.

### **37.2 Minimum Basic Studio Fees (BSF – also known as the Shoot Fee).**

Payments and other monetary entitlements shall be monitored and reviewed regularly.

### **37.3 Professional Performers.**

The implementation of Clause 5.1 [Professional Performers] will be monitored annually to ensure the intentions of both parties are being fulfilled.

### **37.4 Casting and Engagements**

The implementation of the procedures outlined in Clauses 5 [Casting] and 6 [Engagements] will be monitored annually to ensure the intentions of both parties are being fulfilled.

### **37.5 Equality Clause.**

The parties agree to monitor Clause 33 [Equality Clause] and to review annually the operation of this policy.

### **37.6 Settlement of Dispute**

All parties agree to monitor the settlement of dispute procedure as laid out in Clause 34 [Settlement of Disputes].

### **37.7 New Media Innovation**

All parties to this Document will monitor the growth of new media, television on new platforms, and the dissemination of broadcast advertising material in developing formats in the United Kingdom (as defined in 2.8 of this Document) and abroad. All parties are committed to respond to such innovation and will jointly create new clauses to be attached to this Document whenever necessary.

## **Part II: Agreed Document For The Employment Of Walk-On And Supporting Artists.**

### **1 DEFINITIONS**

#### **1.1 'Walk-on' Artist**

A 'walk-on' is an identifiable non-speaking artist (except that background speech or noise shall not be deemed to be speaking in this context) who shall be required to act individually in medium shot, or more closely, a special function peculiar only to the role, trade or calling that the character is supposed to portray and/or who, at the same time that his/her movements are recorded, is subject to individual direction and has a direct relationship with an actor (i.e. Featured Artist) who is performing his/her part as directed.

#### **1.2 'Supporting' Artist**

A 'Supporting Artist' is not required to give individual characterisation in a role, nor to speak dialogue beyond crowd noise or reaction.

#### **1.3 Advertiser**

For the purpose of this Document, "Advertiser" except where otherwise specified, shall be deemed to include an Advertising Agency.

#### **1.4 Other Provisions**

1.4.1 For the provisions relating to Dancers see Clause 13 in Part I of this Document.

### **2 CASTING**

The Advertiser/Producer shall, where practicable, offer engagements for Walk-On and

Supporting Artists to professional performers. Casting decisions shall remain within the discretion of the Advertiser/Producer.

### **3 UNDERTAKINGS OF THE ASSOCIATIONS, PRODUCER, ADVERTISER AND EQUITY**

#### **3.1.1 Good practice**

The parties to this Agreement agree that the spirit and intention of this Agreement is to create, maintain and further good practice in the engagement of Walk-On and Supporting Artists in TV commercials and that it is therefore generally recognised that Equity represents experienced professional performers.

#### **3.1.2 The Associations, Producer and Advertiser**

Any other provisions governing the undertakings of the Associations, Producer and Advertiser shall be applied as in 3.1.2, 3.1.3 and 3.1.4 of Part 1 of this Document.

#### **3.1.3 Equity**

Similarly, any other provisions governing the undertakings of Equity, the Walk-On and Supporting Artists shall be applied as in 4.1.1, 4.1.2 and 4.1.3 of Part 1 of this Document.

## **4 TERMS OF ENGAGEMENT**

### **4.1 Parity with Featured Artists**

Walk-On and Supporting Artists will be engaged according to Clauses 8.1.1 (Working and Standby days), 15.2, 15.4.5 and 15.5 (Studio Fees and Late Payments), 23 (Working Hours and Conditions), 24 (meals and Allowances), 25 (Transport and Accommodation), 26.3.2 and 26.3.3 (Doubling and Nudity), 28 (Illness), 29 (Force Majeure), 33 (Cast Information and Meetings), 34 (Equality) and 35 (Disputes) of Part I of this Document except that:

### **4.2 First Call**

Artists will receive payment of their reasonable travel expenses for a first call. Any recalls will be paid in accordance with the Featured Artist's Agreement.

### **4.3 More than one commercial made on a day/night**

Where more than one commercial is to be recorded on a day/night the Artist/Agent will be notified in advance. An additional 75% of the original fee shall be paid for each additional commercial.

## **5 WARDROBE, HAIR AND WIGS**

### **5.1 Fittings**

Artists may be required to attend for wig or wardrobe fittings, or for similar purposes, on a day outside the period of engagement, subject to the Artist's availability. Attendance for wig/wardrobe fittings or for similar purposes may be for either.



- one hour for which a minimum fee shall be paid of at least 25% of the negotiated fee
- a half day (i.e. up to 4½ hours), for which the Artist shall receive 50% of the negotiated fee
- or a full day (i.e. up to 10 hours - including a break of one hour and as per Clause 23.1.1), for which the Artist shall be paid the negotiated fee plus a meal allowance as in 8.2.2 of Part I of this Document.

## **5.2 Providing more than one outfit**

Where an artist is required to provide a change of clothes or is required to provide clothing of a specialist type, they will be paid an additional payment of 25% of the Artist's daily rate plus another 15% for each additional change.

## **5.3 Haircuts**

5.3.1 When offering an engagement the Producer/Advertiser should specify the hair length required where the Producer/Advertiser considers this to be necessary. The specification will indicate whether the hair is to be normal, short or very short or any other special adjustment. Depending on the requirement hair cutting may be necessary.

5.3.2 If the Producer/Advertiser does not inform the Artist or his/her agent of the special requirements the Producer/Advertiser shall either require the Artist to fulfil the engagement without any hair-cutting or pay the Artist for the engagement even though no services are required of the Artist.

5.3.3 If an Artist has not already and is required to have a very short haircut – by the standards of the day – and he/she wishes to accept the engagement he/she will be paid an additional fee of 25% of the Artist's daily rate.

# **6 POTENTIALLY RISKY WORK , STRENUOUS WORK AND ADVERSE CONDITIONS**

## **6.1 Potentially Risky Work**

6.1.1 The Advertiser/Producer shall not require the Artist to render services which involve a degree of risk to health and safety unless the Artist has been expressly engaged for such work.

6.1.2 Where Artists are required to undertake such work they must be supervised by a person or persons with the necessary training and experience to supervise/arrange them safely and reduce any risk to the lowest level reasonably practicable. Such a person or persons shall be a qualified Stunt Co-ordinator or Co-ordinators listed in The Joint Industry Register of Stunt Performers and Co-ordinators (JISC – See Clause 12.6 of Part I of this Document for details) or have relevant professional qualification(s) and experience in relation to the work which the Artist is to undertake.

## **6.2 Strenuous work.**

In the event that an Artist is required to undertake unusually strenuous work that is likely to create special stress or strain, the Artist should be informed at the time of booking, so that the Artist is fully aware of the nature of the work likely to be encountered and so that the Artist/Agent may negotiate a fee which takes into account the strenuous work required.

### **6.3 Adverse Conditions**

If the Artist is required to undertake work in a recognisably unpleasant environment or in adverse weather conditions (eg wet), and either or both of these conditions are necessary in order to achieve the performance required, the Artist should be informed at the time of booking so that the Artist/Agent may negotiate a fee which takes into account the conditions required. This shall not apply when resulting from unforeseen weather conditions etc. However, the Advertiser/Producer shall provide adequate facilities for drying or alleviating such discomfort in either case.

## **7 DURATION OF THIS DOCUMENT**

The duration of this Document and any review of fees and payments will be in accordance with the Featured Artists' Document.

## **8 FORM OF ENGAGEMENT**

The standard Form of Engagement for Walk-on Artists and Background Artists can be found in the Appendices at the back of this Document under Schedule 2 Form of Engagement for Walk-on and Supporting Artists in Television Commercials.

**Schedule 1**  
**Form of Engagement for Featured Artists in Television Commercials**  
**(March 2011)**

APPROVED BY EQUITY, INSTITUTE OF PRACTITIONERS IN ADVERTISING (IPA), THE ADVERTISING PRODUCERS ASSOCIATION (APA) AND INCORPORATED SOCIETY OF BRITISH ADVERTISERS (ISBA)

This Agreement shall incorporate the terms and conditions contained in the 'Agreed Document for the Employment of Featured Artists' dated March 2011 (hereinafter called the 2011 Agreed Document) and such amendments and schedules thereto as have subsequently been agreed, and which shall be binding upon the parties hereto.

**\*AN AGREEMENT** made the ..... day of ..... 20 .....

between ..... of .....

name and address of company (hereinafter called 'the Producer') of the first part

.....

..... of .....

name and address of company (hereinafter called 'the Advertiser') of the second part

.....

and..... of .....

(hereinafter called 'the Featured Artist') of the third part .....

(address) .....

**\*AN AGREEMENT** made the ..... day of ..... 20 .....

between ..... of .....

name and address of company .....

(who shall assume the responsibilities of both 'the Advertiser' and 'the Producer' as

hereinafter contained) of the one part and .....

of ..... name and address (hereinafter called 'the

Featured Artist') of the other part .....

.....

Whereby it is agreed as follows:

**1 ENGAGEMENT**

The Producer and the Advertiser hereby engage the Featured Artist and the Featured Artist hereby accepts the engagement to render services to the Producer and to the

Advertiser in the following television commercials:

NO. OF COMMERCIALS, TYPE AND TITLE OR SERIAL NUMBER	PRODUCT OR SERVICE
<input type="checkbox"/> .....	.....
<input type="checkbox"/> .....	.....

**\*One of these alternatives must be deleted**

<input type="checkbox"/> .....	.....
<input type="checkbox"/> .....	.....
<input type="checkbox"/> .....	.....
<input type="checkbox"/> .....	.....

Please tick if commercial is non-broadcast type (i.e. for copy testing or client demonstration)

**2 DATES OF ENGAGEMENT**

(a) The Featured Artist shall render service on the following dates and at the following places:

DATE	STUDIO OR LOCATION
..... day of ..... 20 .....	.....
..... day of ..... 20 .....	.....
..... day of ..... 20 .....	.....
..... day of ..... 20 .....	.....

\*(b) The Featured Artist shall render services on ..... days between the ..... day of ..... 20 ..... and the ..... day of ..... 20 ..... during which period the Featured Artist shall be on stand-by to the Producer and shall be paid in accordance with Clause 8.1.1 of the 2011 Document.

**\*Delete if not applicable**

**3 PRESENTATION**

- (a) The Featured Artist's name will/will not\* be used in connection with the products or services referred to above.
- (b) Subject always to Clause 25.5 of the 2011 Agreed Document the Producer shall/ shall not\* have the right to dub the Featured Artist's voice.
- (c) The Producer/Advertiser shall not have the right to use in paid-for advertising space, packaging or point-of-sale material any still photographs of the Featured Artist unless specially stipulated hereunder.

**\*Delete as appropriate**

#### 4 STUDIO OR SESSION FEES

- (a) The Producer/Advertiser shall pay to the Featured Artist such sums as may be payable under Clauses 5,7,8,9,22,23 and 24 of the 2011 Document.
- (b) The following shall be the Basic Studio or Session Fee payable: £ .....
- (c) The Producer/Advertiser shall make payments under (b) above and Clauses 5 and 6 below in accordance with Clause 15 of the 2011 Document.

#### 5 USE FEES

There are two methods of paying use fees: either as a Licence for a specific period of time and/or under designated terms of transmission (see Clause 14.2 of the 2011 Agreed Document), or as a Transmission fee plus repeat fees based on TVRs (see Clause 14.4 of the 2011 Agreed Document or as calculated below).

Stage	Network TVR Band	Rate Per Network TVR (per cent of BSF)
1	Between 0 and (including) 200 Network TVRS	7.41%
2	Between 200 and (including) 400 Network TVRS	3.68%
3	Between 400 and (including) 800 Network TVRS	2.42%
4	Over 800 Network TVRS	1.64%

#### 6 TRANSMISSION FEE

After the first transmission of the commercial on any channel, the Advertiser shall pay to the Featured Artist, in addition to use fees under Clause 5 above, a single transmission fee equivalent to 100% of the Featured Artist's basic studio/session fee, except that for commercials made for and transmitted only in a single ITV area accounting for less than 10% of UK individuals (aged four and over) the transmission fee shall be treated as a non-refundable advance against which use fees subsequently earned shall be credited. Payment of this fee shall grant to the Advertiser the right to unrestricted access to and showing of the commercial on any or all television channels irrespective of signal delivery system (i.e. terrestrial, satellite, cable or any other means). The transmission fee shall not qualify for use fees.

#### 7 ASSIGNMENT

The Advertiser undertakes that if they shall assign or sell any commercial made hereunder it shall be a condition of the sale or assignment that the assignee or purchaser and any person acquiring the commercial(s) or any rights therein directly or indirectly from the assignees or purchaser shall comply with the provisions of the 2011 Agreed Document. The Advertiser\* having completed such assignment in the manner provoked, shall have no further liability. The Advertiser\* further undertakes to notify the Featured Artist or the Featured Artist's agent, or failing that, to notify Equity of the name and address of the assignee or purchaser or any person acquiring the commercial(s) or any rights herein.

**\*NOTE: The term 'Advertiser' as used here will normally apply to the advertising agency making the commercial as the original holder of the copyright and other rights to be assigned.**

#### 8 FEATURED ARTIST'S WARRANTIES

The Featured Artist warrants that (a) The Featured Artist is and will remain a British Subject ordinarily resident in the United Kingdom until fulfilment of his/her obligations to the Producer under this agreement: or (if not a British Subject) that the Featured Artist is and will remain ordinarily domiciled in the United Kingdom until fulfilment of his/her

obligations to the Producer under this agreement. (b) The Featured Artist is, to the best of the Featured Artist's knowledge and belief, in such a state of health that the Producer will be able to effect insurance under normal conditions upon the Featured Artist against loss, howsoever caused, arising from the Featured Artist's inability to perform the services required hereunder. (c) The Featured Artist will not incur any liabilities on behalf of the Producer nor pledge the Producer's credit. (d) The Featured Artist shall comply with all the rules of the studios or location (especially the 'no smoking' rule) and that the Featured Artist shall provide at the Featured Artist's own expense such sun glasses or other protection for the Featured Artist's eyes as the Featured Artist feels necessary while working in the studio or on location.

## **9 FEATURED ARTIST'S DECLARATION**

I hereby declare that any information requested from me or provided by me as required by Clause 4.1.4 of the 2011 Agreed Document in respect of my engagements in the previous 3 years for television commercials has been complete and accurate in all respects.

## **10 CONSENTS**

Subject to the restrictions on use of any commercial(s) contained herein and in the 2011 Agreed Document the Featured Artist hereby grants all consents under the Copyright, Designs and Patents Act 1988, or any statutory modification re-enactment or replacement thereof, which the Producer and/or the Advertiser may require for the exploitation of any such commercial in which the Featured Artist appears.

## **11\*FEATURED ARTIST'S AGENTS**

Until the Featured Artist shall otherwise direct in writing, the Featured Artist hereby authorises and empowers his/her Agents

(name) .....

(address) .....

To collect and receive all sums of money payable to the Featured Artist under the terms of the 2011 Agreed Document and declares that the receipt of the said Agents shall be a good and valid discharge of all persons paying such monies to them. The Featured Artist also authorises and empowers the Producer and the Advertiser to treat with the said Agents on the Featured Artist's behalf on all matters arising out of this engagement.

**\*Delete if not applicable**

## **13 OVERSEAS USE**

The Featured Artist hereby consents to the overseas use of the commercial(s) in accordance with the provisions of the 2011 Agreed Document subject only to (i) the exclusion of such country(ies)/region(s) as may be specified below:

.....  
 .....  
 .....

.....  
 and (ii) a payment of a fee to be agreed for such overseas use which shall be not less than the percentage of the Featured Artist's Basic Studio or Session Fee provided for at [www.usefee.tv](http://www.usefee.tv)

**14\*EXCLUSIVITY**

An exclusivity agreement shall operate under Clause 21 of the 2011 Agreed Document in respect of a limited/general\* period for which the Exclusivity Fee shall amount

to £..... for the duration of the period which shall commence on

..... and shall end on .....

..... in respect of the following products or services: .....

.....  
**\*Delete if not applicable**

**14 SPECIAL STIPULATIONS**

.....  
 .....  
 .....  
 .....

As witness the hands of ..... Producer Equity No .....

the parties on the day ..... Advertiser Nat ins No.....

and year first above written ..... Featured Artist VAT No, if reg .....

**NOTE: Where the Featured Artist is registered for VAT, it shall be his or her responsibility to send a separate tax invoice to the advertising agency or production company for each payment to be made to him/her.**

*Copyright - Equity/IPA/APA/ISBA, 2011*



**Schedule 2**  
**Form of Engagement for Walk-on and Supporting Artists in Television**  
**Commercials**  
**(March 2011)**

APPROVED BY EQUITY, THE INSTITUTE OF PRACTITIONERS IN ADVERTISING (IPA), THE ADVERTISING PRODUCERS ASSOCIATION (APA) AND THE INCORPORATED SOCIETY OF BRITISH ADVERTISERS (ISBA)

This agreement shall incorporate the terms and conditions contained in the 'Agreed Document For The Employment Of Walk-on And Background Artists In Television Commercials' dated March 2011 (hereinafter called the 'Document') and such amendments and schedules thereto as have subsequently been agreed, and which shall be binding upon the parties hereto.

**AN AGREEMENT** made on the ..... day of ..... 20 .....

between ..... of .....

name and address of company (hereinafter called 'the Producer/Advertiser') of the first part .....

and ..... of .....

(hereinafter called 'the Artist') of the second part .....

(address) .....

Whereby it is agreed as follows:

**1 ENGAGEMENT**

The Producer/Advertiser hereby engages the Artist and the Artist hereby accepts the engagement to render services to the Producer/Advertiser in the following television commercial(s)

No. of commercials ..... name of commercial(s) .....

product of service .....

**2 DATES OF ENGAGEMENT**

(a) The Artist shall render services on the following date(s) and at the following places:

Date(s) .....

Studio or location .....

\*(b) The Artist shall be on stand-by to the Producer and shall be paid in accordance with Clause 15 of Part I of the Document

between ..... and .....

**\*delete if not applicable**

**3 FEES**

(a) The following shall be the Daily Fee payable: £ .....

- (b) The Producer/Advertiser shall pay the Artist all additional sums (including overtime) as may be payable under the terms of the Document.
- (c) The Producer/Advertiser shall make payments under (a) and (b) above in accordance with Clause 15 of Part I of the Document.

#### **4 ARTIST'S CONSENTS**

The Artist hereby grants all consents necessary under the Copyright, Designs and Patents Act 1988 or any statutory modification or re-enactment thereof which the Producer and or Advertiser may require for the exploitation of the above commercial(s) in which the Artist appears.

#### **5 ARTIST'S AGENTS**

Until the Artist shall otherwise direct in writing, the Artist hereby authorises and empowers his/her Agents:

(name)..... (address).....

.....

to collect and receive all sums of money payable to the Artist under the terms of the Document and declares that the receipt of said sums by the Agents shall be a good and valid discharge of all persons paying such monies to them.

As witness the hands of ..... Producer Equity No .....

the parties on the day ..... Advertiser Nat ins No .....

and year first above written ..... Featured Artist VAT No, if reg .....

**NOTE: Where the Featured Artist is registered for VAT, it shall be his or her responsibility to send a separate tax invoice to the advertising agency or production company for each payment to be made to him/her.**

*Copyright – Equity/IPA/APA/ISBA, 2011*

### **Schedule 3**

#### **Disputes – procedure for joint Conciliation Meeting**

A dispute between Equity and the Association and/or Institute and/or Society on a matter concerning the Agreement or the relations between the parties shall, if not resolved by discussion between the parties according to the procedures set down in Clause 34, be referred immediately to a Joint Conciliation Meeting. Such meeting shall take place within 21 days of a reference.

- (b) A Joint Conciliation Meeting shall consist of:
- (i) not less than two and not more than four representatives of Equity, together with an official of Equity acting as Joint Secretary.
  - (ii) not less than two and not more than four representatives of the Advertising Producers Association, the Institute of Practitioners in Advertising and the Incorporated Society of British Advertisers, together with an official of the Association or Institute or Society acting as Joint Secretary.
  - (iii) a chairman provided, by prior arrangement, by either Equity, the Association or the Institute or the Society; as far as practicable the chairmanship shall alternate between the two sides of the meeting.
- (c) A decision of a Joint Conciliation Meeting shall be arrived at by the affirmative vote of each of the two sides considered separately. The Joint Secretaries shall be considered voting members of the meeting, as well as advising on matters of procedure, interpretation of the Agreement etc, and recording decisions reached. The Chairman shall have no casting or other vote whatsoever.
- (d) In the event that a Joint Conciliation Meeting is unable to reach a decision as above the matter shall be referred to arbitration in accordance with the Arbitration Act 1996 or any statutory modifications or re-enactment thereof for the time being in force, unless the Meeting specifically agrees differently on the particular occasion. An arbitration hearing or other meeting which may have been agreed shall take place within 56 days of the conclusion of the Joint Conciliation Meeting.
- (e) Strict adherence to the time-limits contained within this Clause shall be considered to be of the essence of this procedure. In the event that any party concerned fails to observe such time-limits or any other provision of this Clause any party to this Agreement (i.e. Equity, the Association, the Institute or the Society) shall be entitled to issue a "notice of compliance" upon the defaulting party. Such notice shall state the decision sought by the party giving notice, and shall advise the defaulting party that the said decision shall be deemed to have taken effect 28 days from the date of the notice unless the defaulting party has by that date complied with the provisions of this Clause. Notwithstanding the above the parties to this Agreement may if considered appropriate in specific instances agree to vary the time-limits provided in this Clause.
- (f) A Joint Conciliation Meeting may if it considers desirable adopt rules of procedure additional to those contained herein which shall thereupon be deemed included in this procedure.

## GLOSSARY

### Television

For the purposes of the Document, "television" shall be defined as a telecommunication system for broadcasting (whether from within the United Kingdom of Great Britain, the Channel Islands or the Isle of Man) and receiving within the United Kingdom of linear/non linear communications irrespective of the method of delivery, the type of signal (ie analogue/digital), or method of reception/platform by the viewer.

- It is agreed that, for the purposes of the Document, the parties agree and accept that simultaneous transmission of a television commercial in both analogue/digital signal, and irrespective of the platform of reception by the viewer, shall be regarded as a single transmission
- A time-shift channel is a television channel carrying a time-delayed rebroadcast of its parent channel's output. This channel runs alongside its parent with a time delay of one hour and thus described as a +1 channel eg C4+1
- It is agreed that, for the purposes of the Document, Linear & non-linear services – TV or internet services which are transmitted in a schedule to the consumer (for example BBC1 or ITV) are linear; consumers cannot choose to access any programme(s) at the time they want. Non-linear services refer to services in which the consumer has some or total control over when a programme/film is received (for example video on demand).

### Internet

The "Internet" is defined as a worldwide, publicly accessible network of interconnected computer networks. Examples of the services accessible via the internet include but are not limited to the World Wide Web, electronic mail, file transfer and file sharing.

- Website is a collection of web pages, images, videos or other digital assets accessible usually via the internet. For the purposes of this Document a television commercial can be shown as part of a campaign on either:
  - single website geo-locked/filtered or not (see below for definition)
  - multiple websites geo-locked/filtered or not ( see below for definition)
- Geo-location- is the identification of the real world geographic location of an internet connected computer, mobile device, website visitor or other
- Geo-locked/filtered - is a security measure which recognises from the user's IP address the real world geographical location and as such access to a website may be locked/filtered
- Streamed media - Streaming media allows the user to watch and/or listen to a media file without its having first been fully downloading to the user's equipment
- Download - allows a users to receive audio and/or audio-visual to the users mobile device and/or personal computer from a remote system eg website(s) etc The content may become unusable after a certain period and may not be viewable using competing platforms depending on rights issues.

The following services can also be accessed from a defined single or multiple website campaign:

- **Podcast** - A podcast is a series of audio or video digital-media files which are distributed over the Internet using syndication feeds for playback on portable media players and computers
- **Mobisode**- For the purpose of this Document 'a mobisode' is an entertainment programme, not exceeding 5 minutes in duration, produced for exhibition on a

screen of a handheld device (such as a mobile phone) to which the programme is transmitted via mobile or internet protocol delivery technology system on a non-permanent downloadable basis

- **Webisode**- is generally short form content that is shown on single or multiple websites either as a streamed (definition above) or downloadable (definition above) product
- **Viral**- Viral advertising refers to marketing techniques that use pre-existing social networks to increase brand awareness or to achieve other marketing objectives. Viral promotions are usually sent as electronic mail and may take the form of video clips, interactive Flash games, advergames, ebooks, brandable software, images, or even text messages.

The following services can also be accessed from a mobile network suppliers without the need for a personal computer.

- **SMS Short Message Service (SMS)** is a communications protocol allowing the interchange of short text messages between mobile telephone devices
- **MMS Multimedia Messaging Service (MMS)** is a standard for telephone messaging systems that allows the sending of messages including multimedia objects (images, audio, video, rich text), in addition to or instead of text. It is mainly deployed in cellular networks along with other messaging systems like SMS, Mobile Instant Messaging and Mobile E-mail. Its main standardization effort is done by 3GPP, 3GPP2 and Open Mobile Alliance (OMA).

It is recognised that issues of security surround the ability of the consumer to forward material to other users unauthorised by the originator. It is recognised that it is within the control of the originator to prevent a subscriber to any mobile network from forwarding received audio or audio-visual content to any third party.

## Games

'Computer Games' is a general term covering interactive or otherwise games played on personal computers, mobile devices or dedicated games consoles such as Nintendo Wii/DS, PlayStation 2/3/portable and Xbox. The games software can be played by the consumer online through multiplayer gaming and digital media delivery service and internet based MMOs (Massively Multiplayer Online games). Games can be purchased as a physical product or downloaded to the consumers' device of choice.

## Video on Demand

VoD systems either stream content through a set-top box, allowing viewing in real time, or download it to a device such as a computer, digital video recorder, personal video recorder or portable media player for viewing at any time.

- VoD services are available as a subscription, free or pay per view service within which the viewer can access a 7 or 30 day catch up service eg 4oD, ITV.com and/or iPlayer
- Streamed services are monitored by the number of UVs ( unique visitors) to the defined service
- Download services are monitored by the number of downloads from the defined service.

## **Digital Signage**

Is a form of electronic display that is installed in public spaces. Digital signs are typically used to entertain, inform or advertise the audio and/or audio visual content. Digital signage is a form of out-of-home advertising in which content and messages are displayed on digital signs, typically with the goal of delivering targeted messages to specific locations at specific times.

## **Cinema**

Cinema is defined as all commercial venues designed for the projection of theatric film, video or digital media onto either indoor or outdoor public screens.

## **Public Location Advertising**

Including, but not limited to: screens at transport terminals/stations; on trains; on buses; in-flight; sports stadiums; concerts; events; venues; garage forecourts; shopping malls; cinema foyers; public exhibitions; point-of-sale; loop systems including retail TV and cross-track sites.

## **Physical Product**

All forms of distribution of physically recorded audio visual media including but not limited to: promotional give-aways; cover mounts on magazines or brochures etc; corporate use; rental or resale use. Including but not limited to the following formats: video cassette, CD, CD Rom, DVD, Blue Ray, HD DVD.

## **Outdoor print**

All forms of printed static image public location advertising including but not limited to: posters, bulletins, transits, transport terminals/ stations, escalator panels, bus stops and sides.

## **Other Print**

Including but not limited to: consumer and trade magazines, newspapers, supplements, inserts, mailers, brochures, in-store leaflets, PoS materials, postcards, shelf wobblers etc.

## **Additional Use**

For any new platform not contemplated or provided for within the Document but which subsequently emerges, it is agreed that its inclusion within the Document shall be subject to agreement between the IPA and Equity. Such subsequent agreement shall then be deemed to be included in and part of the Artist's original Form of Engagement between the Advertising Agency/Production Company and the Artist, and every consent necessary under the Copyright Designs and Patents Act 1988 or as subsequently amended, shall be deemed as having been granted.

## **Unauthorised Use**

Both parties to the Document recognise the negative impact of unauthorised use of content on any platform. It is therefore agreed that both parties have a shared responsibility that when it can be identified that content is being used in such a manner that both the IPA and Equity will use their best endeavours to ensure that the content is removed as expediently as possible.

## **ARTIST DEFINITIONS**

### **Television**

The signatories to the 2011 Document (APA, Equity, IPA and ISBA) have agreed the following definitions to assist in the application the correct interpretation of a role when casting Advertising and Promotional material. In particular, it is recognised that the category of Walk-on shall not be applied to those artists who should be engaged as Featured Artists.

### **Featured artist**

In applying the definition of a Featured Artist to any artist's contribution to Advertising and Promotional material, it is understood that the artist's performance will be assessed against the wording of the 2011 Document and the artist's contribution to the overall presentation of the commercial.

- a) A 'commercial story' is the principle message about the product/service which the Advertiser is seeking to relay.
- b) A Featured Artist is someone who is seen or heard (excluding background speech or noise) in a commercial, and whose individual role plays an essential part of the telling of the commercial story.
- c) A Featured Artist is someone whose individual performance plays an essential part in how the commercial story is relayed to the viewer.
- d) An appropriate test of whether 'an individual role plays an essential part' in telling the commercial story is to ask whether or not the performance could be removed from the commercial without compromising the relaying of the commercial story. If it can, then the artist is not a Featured Artist; if it cannot, then the artist is a Featured Artist.
- e) There may be more than one Featured Artist in a commercial.
- f) 'Recognisability' is not a sole criterion for deciding whether or not someone is a Featured Artist.

The following shall be excluded from this definition:

- (i) Persons carrying on their normal daily occupations, whether at their normal place of work or at the studio, or at the location, and not being further identified with the commercial message, story or product to the exclusion of the Featured Artist.
- (ii) Instrumental musicians
- (iii) Walk-on Artists and Background Artists according to the definitions agreed by the parties.
- (iv) Artists whose performance appears in the commercial although they are physically obscured. [See 'Editing of Commercials' clauses 31.1.1 to 31.1.4]

### **Walk-on artists**

- a) A Walk-on Artist is an artist whose performance does not meet the definition of a Featured Artist as set out above.



- (b) A Walk-on is an identifiable non-speaking artist who shall be:
  - (i) required to act in medium shot or more closely
  - (ii) required to perform a special function peculiar only to the role, trade or calling that the character is supposed to portray
  - (iii) subject to individual direction and, at the same time that his/her movements are recorded, have a direct relationship with a Featured Artist who is performing his/her part as directed.

Background speech or noise shall not be deemed to be speaking in this context.

### **Supporting artist**

- (a) The principle purpose of a Supporting Artist is to be an individual or member of a group required to enhance or contribute to the overall authenticity and atmosphere of a scene.
- (b) The individual or individuals in the group may be dressed in clothing identifiable with the period, role, calling or trade selected by the Advertiser/Producer, and may be directed by the Director to move and/or react as required on set.
- (c) A Background Artist is someone who is not required to give an individual characterisation nor speak any word of dialogue.
- (d) Crowd noises can include community singing of well-known songs where the words do not have to be learned.

As above, background speech or noise shall not be deemed to be speaking in this context.

# EQUITY/IPA APPROVED ARTISTS' ADVERTISING CV ARTIST'S DECLARATION FORM

STRICTLY CONFIDENTIAL

## ARTIST'S DETAILS

Name:   
Hair:   
Wardrobe size:   
Nationality:   
Work permit: YES  NO  Not applicable

Height:   
Eyes:   
Age: Tick here if over 70   
For alcohol adverts tick here to confirm 25+   
Valid driving licence: YES  NO   
Passport: YES  NO   
(Passport must be valid over shoot dates plus 6 months)

I understand that the advertiser needs to know whether my nationality or passport prevent me from visiting certain territories.

Restricted territories: (if any)

Flying:  
I declare that I am currently able to fly without health (or other) restrictions: YES  NO  Speak to Agent

## ADVERTISING CV

(All territories and platforms as a featured artist in the past 3 years)

I recognise that making a false declaration or the failure to disclose any information relevant to my casting suitability could result in my being personally liable for the recovery of associated costs.

PRODUCT	DATE	MEDIA PLATFORMS	TERRITORIES
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

ATTACH ADDITIONAL SHEET IF NECESSARY

## TO BE COMPLETED BY THE CASTING DIRECTOR OR AGENT

Product:  Usage:   
Proposed BSF (Agent Advised): £   
Date of casting:  Casting Director:

## DECLARATION

In submitting this form, artists are declaring that to the best of their knowledge they know of no reason why their appearance would bring public disgrace to the product/agency/advertiser; that over the past three years (i) their health has not prevented them from working or (ii) they have recovered from any health issues that may have prevented them from working and (iii) that any condition is now well managed, that they agree to produce a medical certificate if it should prove necessary and that they are fit for work.

Please specify any current commitments:

Contact number – agent or artist (please specify):

Signed, in good faith,  
by the artist (at the casting):  Date:

NB: This document constitutes a declaration, not an acceptance of terms.