



Pact Equity Supporting Artist Agreement 2019

This Agreement provides the minimum terms and conditions for Supporting Artists employed in productions produced for exhibition and exploitation on TV, SVOD platforms and feature films, shooting outside a 40 mile radius of Charing Cross.

Table of Contents

Clause 1	Date of Commencement, Duration and Termination	page 2
Clause 2	Application	page 2
Clause 3	Definition of Supporting Artist	page 2
Clause 4	Minimum Fees and Holiday Pay	page 2
Clause 5	Time of Payment	page 3
Clause 6	Working Hours	
	a) The Working Day or Night	page 3
	b) Make-Up, Hairdressing and Wardrobe	page 3
	c) Day Calls	page 3
	d) Night Calls	page 3
	e) Public Holidays	page 3
Clause 7	Overtime	page 3
Clause 8	Meal Breaks and Allowances	page 3
Clause 9	Costume Fittings	page 4
Clause 10	Minimum Turnaround	page 4
Clause 11	Nudity	page 4
Clause 12	Travelling and Transport	page 4
Clause 13	Health and Safety	page 5
Clause 14	Equal Opportunities	page 5
Clause 15	Welfare and Dignity at Work	page 5
Clause 16	Joint Films Council	page 5
Clause 17	Settlement of Disputes	page 6
Clause 18	Facilities for Trade Union Activity	page 6
Clause 19	Model Form of Engagement	page 6
Clause 20	Jurisdiction	page 7
	Signatories to the Agreement	page 7
Appendix SA1	Minimum Rates	page 8
Appendix SA1	Supplementary Fees	page 9
Appendix SA3	Meal Allowances	page 10
Appendix SA4	Travel Allowances	page 11
Appendix SA5	Model Form of Engagement	page 12

Pact Equity Supporting Artist Agreement 2019

An Agreement made on October 8th 2019 between Pact of 3rd Floor, Fitzrovia House, 153-157 Cleveland Street, London, W1T 6QW (hereinafter called "the Association") representing its members of the one part, and Equity of Guild House, Upper St Martin's Lane, London, WC2H 9EG (hereinafter called "the Union") representing its members of the other part.

Clause 1. Date of Commencement, Duration & Termination

This Agreement and its Appendices (hereinafter called "this Agreement") shall commence on 6th of January 2020 and shall continue until April 5th 2022. The Agreement may be terminated by either party giving six months written notice of termination and such notice may be given at any time. The Agreement will be monitored during its operation and either party may seek minor revisions of a non-financial nature at any time.

Clause 2. Application

This Agreement provides the terms and conditions for the engagement of Supporting Artists in relation to all independent screen and new media production engagements within the United Kingdom of Great Britain, the Channel Islands and the Isle of Man outside a 40 mile radius from Charing Cross (any one, a "Production").

The Association and the Union agree that the spirit and intention of the Agreement is to create, maintain and further good relations between Producers and Supporting Artists.

The Union is recognised by the Association and the Association by the Union as the representative bodies for the individuals and legal entities covered by the terms of this Agreement.

Clause 3. Definition of Supporting Artist

"Supporting Artist" shall mean a person who appears before the cameras who shall not be required to give individual characterisation or speak any specified dialogue (except that crowd noises shall not be deemed to be dialogue in this context) and subject to any additional requirements under Appendix SA2.

Clause 4. Minimum Fees and Holiday Pay

- a) A Supporting Artist shall be paid a minimum basic fee in accordance with Appendix SA1 ("Basic Fee").
- b) The Basic Fee shall entitle the Producer to incorporate the Supporting Artist's performance and image into the Production and to exploit, or license others to exploit, the Production worldwide in all media in perpetuity, including the publicity and promotion thereof.
- c) A Supporting Artist shall be entitled to paid holiday calculated at 28 days a year on a pro rata basis. The Producer may nominate periods of holiday and will provide at least twice as much notice as the length of the nominated period e.g. at least two days' notice for one day of holiday. In addition, subject to the express agreement of the Producer, holiday may be taken at times requested by a Supporting Artist. A Supporting Artist must give at least twice as much notice as the length of the period requested. Payment for complete days of holiday accrued but not taken shall be a holiday pay of £10.23. All attendances shall be subject to holiday pay as set out in Appendix SA1, with a cap on one holiday payment per day.
- d) A Supporting Artist may be required to provide additional skills or services according to the terms of Appendix SA2 and in each case the applicable supplementary payment(s) as set out in Appendix SA2 ("Supplementary Payments") shall be payable.

Clause 5. Time of Payment

The Producer shall pay a Supporting Artist, or the specified representative of the Supporting Artist, not later than each Friday of the week following the week/day of performance all moneys due for the services of the Supporting Artist in the making of the Production up to and including the preceding Saturday.

Clause 6. Working Hours

a) The Working Day or Night

The working period shall be ten consecutive hours, inclusive of an unpaid meal break of one uninterrupted hour.

b) Make-up, Hairdressing and Wardrobe

A Supporting Artist shall be available for Make-up, Hairdressing and Wardrobe, which time shall be counted as part of the working period.

c) Day Calls

A day call, including the Supporting Artist's preparation for their part, shall commence at the time at which the Supporting Artist is called or attends to render services, or from a designated assembly point which the Supporting Artist is instructed to use by the Producer. In any event a day call shall not normally commence before 07.00. The day call shall end when the Artist is released or is returned to the designated assembly point. Where day calls commence after 04.00 but before 07.00 the Supporting Artist shall be paid the overtime rate for each half hour or part thereof worked between 04.00 to 07.00.

d) Night Calls

Night calls are work scheduled to extend beyond midnight or commence before 04.00. Payment for night calls shall attract an additional payment of 50% of the Supporting Artist's Basic Fee for each night worked.

e) Public Holidays

When the Artist is called to work on a UK public holiday ("Public Holiday") they shall receive an additional payment of 50% of the Artist's Basic Fee.

Clause 7. Overtime

Each hour worked in excess of ten hours shall attract an overtime payment calculated on the basis of one-sixth of the Supporting Artist's Basic Fee or one-sixth of the enhanced rate for night calls and Public Holidays, whichever is applicable. The Supporting Artist shall receive payment for overtime for each half hour, or part thereof at half of the appropriate hourly overtime rate.

Clause 8. Meal Breaks and Allowances

a) The Supporting Artist shall be entitled to a one-hour unpaid meal break to be taken no later than five and a half hours from the commencement of work. In the event that the Supporting Artist works in excess of a normal day call or night call then the Supporting Artist shall be entitled to a second one hour meal break five and a half hours after the completion of their first meal break and in all circumstances the second one hour meal break must be given no later than twelve hours from the commencement of the Artist's call.

b) In the event the meal break is curtailed or delayed then the Supporting Artist shall receive overtime rates for each half hour up to a maximum of one hour.

c) If the Supporting Artist is engaged on a call that commences before 08.00 the Supporting Artist shall be provided with a hot drink and a running buffet breakfast upon their arrival.

d) The Producer shall provide appropriate meals and interim refreshments for Supporting Artists at the Producer's cost in respect of which:

- 1) The quality of food and interim refreshments and the service thereof provided for Supporting Artists shall be the equivalent of that provided for other members of the shooting unit.
- 2) Interim refreshments shall be made available at appropriate intervals during the morning and afternoon and night periods of work to be consumed without any cessation or interruption of production requirements.
- 3) When it is impracticable for the Producer to provide meals and/or interim refreshments as provided for in this Clause Supporting Artists shall receive meal allowances in accordance with HMRC guidelines as set out in Appendix SA3 (as appropriate) in lieu of such meals and/or refreshments.

Clause 9. Costume Fittings

If the Supporting Artist is called to attend for a costume fitting other than during a day call or a night call the Supporting Artist shall receive a payment of half of the negotiated Basic Fee provided that the call does not exceed five hours. If such a call exceeds five hours then the Supporting Artist's negotiated Basic Fee shall be payable.

Clause 10. Minimum Turnaround

The minimum turnaround between consecutive calls ("Daily Rest") shall normally be 12 consecutive hours. There may be occasions when as a result of the demands of a Production the Daily Rest is reduced to eleven consecutive hours in which case the Producer shall, where possible and where such reduction is anticipated by the Producer prior to the start of the work day immediately before such reduced Daily Rest, seek to consult the Union beforehand. In any event and in accordance with statutory obligations, the Supporting Artist should be offered Daily Rest of not less than 11 consecutive hours. Where the Daily Rest period is less than 11 consecutive hours the Supporting Artist shall be paid the overtime rate for each half hour or part thereof by which such Daily Rest period is curtailed, subject to a minimum payment equivalent to one hourly overtime payment.

Clause 11. Nudity

- a) Where nudity or semi-nudity is required of a Supporting Artist the Supporting Artist must be so advised in writing in advance of the engagement. Such notice shall state the degree of nudity and/or the nature and extent of any simulated sex acts required. No Supporting Artist shall be obliged to appear nude or semi-nude or to perform simulated sex acts.
- b) Persons not necessary to scenes involving nudity or simulated sex acts shall not be admitted to the set while such nudity and simulated sex acts are being undertaken.
- c) The Producer shall use his/her reasonable endeavours to ensure that the unused recorded material of those scenes involving nudity, semi-nudity and/or simulated sex acts not used in the finished product shall be destroyed.
- d) Fees for nudity, semi-nudity and/or simulated sex acts shall be agreed between the Producer and the Supporting Artist before the engagement and shall be paid in addition to any other Supplementary Payment pursuant to Appendix SA2, where applicable.

Clause 12. Travelling and Transport

- a) Travel allowances in accordance with Appendix SA4 shall apply to all engagements.
- b) Where shooting is to take place at a location not serviced by public transport or the call times are such that public transport is not available the Producer shall either:
 - 1) Designate a rendezvous point that is serviced by public transport and call the Supporting Artist to that point. The Producer shall then provide transport at the Producer's cost from the rendezvous point to the location and return and the call shall commence and finish at the designated rendezvous point; or
 - 2) Provide suitable overnight accommodation.

Clause 13. Health and Safety

- a) The Producer recognises their duty to ensure, so far as is reasonably practicable, the health, safety and welfare at work of all Supporting Artists engaged under the terms of this Agreement in accordance with the relevant statutory requirements, including the Management of Health and Safety at Work regulations, the Health and Safety at Work Act and related approved Codes of Practice and Guidance.
- b) It shall be the duty of Supporting Artists engaged under the terms of this Agreement to take reasonable care while at work for the health and safety of themselves and of other persons who may be affected by their acts or omissions at work and to co-operate as far as is necessary to ensure that the Producer is enabled to comply with the Producer's duties and obligations in relation to health and safety at work under law and the terms of this clause.
- c) The Producer shall arrange the appropriate insurance provisions to meet their statutory obligations.

Clause 14. Equal Opportunities

- a) The parties to this Agreement are committed to improving diversity within the industry and shall not unlawfully discriminate in the engagement, or Union admission, of Artists on the grounds of their Protected Characteristics as defined in the Equality Act 2010 ("The Act").
- b) The parties are committed to the casting of Supporting Artists based on ability and the requirements of each particular role and support non-traditional and inclusive casting.
- c) In all cases socio-economic status shall not factor into the criteria for casting.
- d) To enable the casting of disabled Supporting Artists, whether or not the role specifically calls for a disabled Supporting Artist, the Producer shall make reasonable adjustments in accordance with section 20 of The Act including making reasonable adjustments to cater for access to any audition, rehearsal or performance for Supporting Artists with disabilities.

Clause 15. Welfare and Dignity at Work

- a) The Producer shall undertake risk assessments prior to any engagement for the purposes of ensuring the health and safety of Supporting Artists.
- b) The Producer shall ensure that Supporting Artists have access to reasonable shelter and facilities including a seating area which should be safe dry and temperature regulated during the working period. The Producer shall ensure there are appropriate facilities including changing facilities and access to drinking water and refreshments in or near the place of work.
- c) The Producer shall ensure that Supporting Artists have access to the Producer's policies. Producers may choose to utilise the BFI Principles and Guidance available here: <https://www.bfi.org.uk/about-bfi/policy-strategy/set-principles-screen-industry>.

Clause 16. Joint Films Council

- a) There shall be constituted a Council to be called the Joint Films Council representative of the Producers Alliance for Cinema and Television and Equity.
- b) The objects of the Council shall be:
 - To promote and maintain the largest possible measure of co-operation for the safeguarding and development of screen and new media production by bringing together the experience and different points of view of Producers and Supporting Artists.
 - To consider questions and differences that may arise in the interpretation and operation of the Agreements between the Association and the Union involving Producers and Supporting Artists and to settle or to recommend the procedure for settlement of such questions and differences according to the provisions of Clause 17 below.

- To make recommendations in regard to the operation of any Agreements between the Association and the Union and to make recommendations in regard to any additions or amendments to such Agreements or any new Agreements in the course of negotiation.
- c) The Council shall consist of representatives appointed from time to time, respectively, by the Association and the Union.

Clause 17. Settlement of Disputes

This Clause sets out the procedure for settling all disputes arising between a Producer and a Supporting Artist(s), the Association and the Union or such parties in any combination.

- a) In order to facilitate assistance with any issue of dispute either the Producer or Supporting Artist(s), or both, will notify the Association or the Union respectively within 28 days of the issue that could give rise to a dispute being known by either the Producer or the Supporting Artist.
- b) The issue in dispute shall in the first instance be dealt with between the Producer and the authorised representative of the Union and/or the Supporting Artist concerned. In the event of a failure to agree there shall be a meeting between representatives at official level of the Association and the Union.
- c) In the event of a failure to agree either party may refer the matter to the Joint Secretaries of the Joint Films Council who shall arrange a conciliation meeting and wherever possible agree the terms of reference in writing before the meeting.
- d) This conciliation meeting shall take place within 72 hours (excluding Saturdays, Sundays and Public Holidays).
- e) This conciliation meeting shall be chaired by a representative of either the Association or the Union as jointly agreed. There shall also be present at least two representatives each of the Union and the Association who shall not have had direct involvement in the dispute and shall not be able to gain direct advantage from any decision of the meeting however construed or arrived at.
- f) In the event of a failure to agree at the conciliation meeting the matter shall be referred to a meeting of the Joint Films Council within 72 hours (excluding Saturdays, Sundays and Public Holidays).
- g) A meeting of the Joint Films Council shall have the power to determine the matter in dispute if the vote on each side of the Council is unanimous. Before the meeting of the Joint Films Council the parties to the dispute shall be informed of this. In the event of the Joint Films Council failing to reach a unanimous decision and if both parties in the dispute agree, the matter may be referred to Arbitration, the form of which shall be agreed between the Joint Secretaries in consultation with the affected parties.
- h) While the above procedure is in operation no stoppage of work, lock-out, ban on overtime either of a partial or general nature, or any departure from normal working shall take place or be authorised.

Clause 18. Facilities for Trade Union Activity

The Producer shall offer all reasonable facilities for meetings of Supporting Artists in the Supporting Artists' own time and for a full time accredited official of the Union to visit the Supporting Artists at their designated place(s) of work.


Clause 19. Model Form of Engagement

Prior to commencing work a Supporting Artist shall be issued with a Form of Engagement. Template Forms of Engagement are available from the offices of the Association as set out in Appendix SA5.

Clause 20. Jurisdiction

This Agreement is to be governed by and construed in accordance with the law of England and Wales and the parties hereto submit to the exclusive jurisdiction of the English and Welsh Courts.


Signatories to the Pact Equity Supporting Artist Agreement 2019

For the Union: 
Signed by:

Christine Payne

Signed by: 
.....

For the Association:

Signed by: 
.....

Max Rumney, Deputy CEO- Pact

Signed by: 
.....

Sara Geater, Chair- Pact

TOTAL:

Terms and Conditions

1. **Data Protection**
 - 1.1 The Producer shall process the Artist's personal data in accordance with the General Data Protection Regulation EU 2016/679, the Data Protection Act 2018 and any other UK or EU laws and regulations relating to personal data and privacy as may be in force in the UK from time to time.
 - 1.2 The Artist acknowledges that the Producer shall collect, use and otherwise process certain personal data of the Artist for purposes connected with the relationship under this engagement, including the Producer fulfilling its obligations under this engagement and complying with legal and regulatory obligations.
 - 1.3 The Artist acknowledges that special category personal data (including the Artist's membership of Equity), and personal data relating to criminal convictions and offences (if any), of the Artist is processed by the Producer for the purposes connected with the relationship under this engagement, including where permitted under employment legislation or to determine occupational suitability.
 - 1.4 The Producer may share the Artist's data with members of the production team, the distributor, legal and regulatory authorities, future employers and potential purchasers of the Producer (or any of its assets or business), affiliates, group companies, professional advisors and other parties which provide products or services to the Producer. If the Producer transfers the Artist's data outside of the European Economic Area, it shall take reasonable steps to ensure its security and confidentiality. The Producer may also share the Artist's data with the Union and the Artist acknowledges that the Union shall collect, use and process certain personal data of Artist for purposes connected with the Artist's engagement.
 - 1.5 The Producer is required to maintain personal data that is accurate and may ask the Artist to update their personal data at any time. The Artist shall, in any event, inform the Producer as soon as reasonably practicable of any changes to their personal data.
 - 1.6 The Artist has certain rights in respect of their personal data (such as access, rectification and portability) and further information about those rights and the processing of personal data by the Producer generally can be found by visiting the Producer's data protection/privacy policy at: [insert URL](#) or can otherwise be obtained from the Producer upon reasonable written request.
2. **The Agreement**

This contract shall incorporate all the terms of the Agreement.
3. **Consent**

The Artist hereby grants all consents under the Copyright, Designs and Patents Act 1988 or any statutory modification or re-enactment thereof for the time being in force which the Producer may require for the making and use of the Production subject to the restrictions on use of the Production contained herein and in the Agreement and in any other agreement current at the time of such use between Pact and Equity in relation to any means of distribution now known or hereafter developed. The Artist grants all necessary consents for all and any rights and additional uses to be exercised in accordance with the Agreement.

As WITNESS the hands of the Parties hereto the date first before written:

The Producer (Authorised Signatory):

The Artist:

VAT No (if applicable):

N. I. Number:

[NB: All payments are exclusive of VAT. Where the Artist is registered for VAT, it shall be his or her responsibility to send a valid VAT invoice to the Producer for each payment to be made to him/her.]



STANDARD FORM OF ENGAGEMENT FOR SUPPORTING ARTISTS

incorporating the

Pact/Equity Supporting Artists Agreement (hereinafter referred to as "the Agreement")
effective from January 6th 2020.

PRODUCTION:

BASE:

DATE:

Section A

Production Company:

("the Producer")

Phone No:

Address:

Email:

Section B

Supporting Artist:

Phone No:

Address:

Email:

Section C

Agent:

Phone No:

Address:

Email:

Section D

The Artist shall render services to the Producer as a Supporting Artist on the following date(s):

Section E

The minimum Basic Fee shall be []

Number of days engaged:

x [] =

Number of night calls / public holidays worked (50% enhancement):

x [] =

Overtime @ 1/9 per hour:

Number of hours:

x applicable rate =

Costume Fitting Payment(s):

Up to four hours- half daily rate

x [] =

In excess of four hours- full daily rate

x [] =

Holiday Entitlement:

x 10.77% =

Supplementary Payments (not to be included in the holiday pay):

SP1 (Creative Contribution)

x [] =

SP2 (Performance Skill)

x [] =

SP3 (Provision of Personal Property/Service)

x [] =

Appendix SA4 – Travel Allowances

Travel Allowances are subject to amendment per HMRC Guidance

Vehicle	Allowance
Car (or similar)	45p per mile
Motorcycle	24p per mile
Cycle	20p per mile

Where the above does not apply the Producer will reimburse reasonable expenses upon production of applicable receipts.

Appendix SA5 – Model Form of Engagement

Appendix SA3 – Meal Allowances

Meal Allowances are subject to amendment per HMRC Guidance

Meal (where catering not provided by Producer)	Meal Allowance
Breakfast	£5
Lunch	£5
Dinner	£10

Appendix SA2 - Supplementary Payments

Supplementary payments are not subject to annual increase

SP1 (Creative Contribution)

Where a Supporting Artist is required, either individually or as part of a group of not more than four Supporting Artists, to exercise their professional skills in relation to a cast member and/or in close-up to camera and/or may be required to impersonate an identifiable individual and/or speak a few unimportant words where the precise words spoken do not have an effect on the overall script or outcome of the story.

SP1 Supplementary Payment – £30

SP2 (Performance Skill)

- **SP2.1 – Swimming**

Where a Supporting Artist is required to swim or be immersed in water.

- **SP2.2 – Driving**

Where a Supporting Artist is properly qualified and licenced and required to drive a car, motor-cycle or light van in shot.

- **SP2.3 – Dancing**

Where a Supporting Artist is required to perform a non-choreographed sequence where only limited movement direction is required.

- **SP2.4 – Horse Riding**

Where a Supporting Artist is properly qualified and required to ride a horse.

- **SP2.5 – Supervised use of Firearms**

Where a Supporting Artist is required to fire a gun discharging blank ammunition under appropriate supervision.

SP2 (Performance Skill) – £25 per applicable Performance Skill

SP3 (Provision of Personal Property/Service)

- **SP3.1 – Change of Clothing**

Where a Supporting Artist provides a change of clothes (up to two sets).

- **SP3.2 – Special Clothing**

Where a Supporting Artist is required to provide and wear special clothing of a type the Supporting Artist would not normally wear. This includes dinner or morning suit, long evening dress or cocktail dress.

- **SP3.3 – Hair Cuts**

Where a Supporting Artist has scissors/clippers applied to hair/sideburns/beard/moustache/eyebrows.

- **SP3.4 – Inclement Weather/Wetting Down**

Where a Supporting Artist is required to perform wearing clothes (provided either by the Producer or the Supporting Artist) unprotected in natural or artificial rain and his/her clothing is wetted.

- **SP3.5 – Provision of Vehicle**

Where a Supporting Artist is required to provide their own vehicle. The Supporting Artist shall in addition be reimbursed car parking fees, congestion charges and any travel allowances due under the Agreement.

SP3 (Provision of Personal Property/Service) – £20 per applicable Provision of Personal Property/Service.

Any additional skill, service or provision of personal property not specifically stipulated above is subject to negotiation.

Appendix SA1 – Minimum Rates

Applicable Engagement Date	Basic Fee	Holiday Pay	Overtime (per 30 mins or part thereof)	Costume fitting (up to 5 hours)	Public Holiday / Night Call enhancement	Public Holiday / Night Call Overtime (per 30 mins or part thereof)
1 January 2020 thru 31 December 2020	£95.00	£10.23	£7.92	£47.50	£47.50	£15.84
1 January 2021 thru 31 December 2021	£97.00	£10.45	£8.08	£48.50	£48.50	£16.16
1 January 2022 thru 5 April 2022	£99.00	£10.66	£8.25	£49.50	£49.50	£16.50