

BBC/EQUITY TELEVISION AGREEMENT

1st April 2019

(Version 8: updated 7th September 2020)

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RECITALS

THIS AGREEMENT dated 18th March 2019 is made **BETWEEN:**

- (1) **British Broadcasting Corporation** whose principal office is at Broadcasting House, Portland Place, London W1A 1AA (including the BBC's Group Companies, the BBC's assignees and successors in title ("**the BBC**"); and
- (2) **Equity**, an independent trade union whose registered office is at Guild House, Upper St Martin's Lane, London WC2H 9EG ("**Equity**").

The BBC and Equity shall individually be referred to as a "**Party**" and together "**the Parties**".

INTRODUCTION:

- A Equity is a UK Trade Union which represents artists from across the entire spectrum of arts and entertainment.
- B The BBC is a UK broadcaster, producer and distributor which engages Contributors to perform in BBC productions using a standalone contract between the Contributor and the BBC ("**Contributor Contract**") which reflects the applicable terms and principles set out in this Agreement.
- C This Agreement sets out the standard terms, working conditions and scope of rights accepted by the BBC in relation to the Contributor Contracts and comes into force on 1st April 2019 (updated and republished on 17th April & 2nd September 2019 and 22nd April, 13th May, 14th July & 7th September 2020) and cancels and replaces the 7th April 2015 Agreement. For the avoidance of doubt, under the Contributor Contract, the Contributor authorises Equity to negotiate amendments to and settle any claims or disputes arising under this Agreement in relation to subsequent amendments to existing provisions and/or additional rights of use. All amendments negotiated are incorporated into the Contributor Contract and the BBC acknowledges that Equity may act on behalf of the Contributor.

GENERAL TERMS

1 Scope, Enforceability and Application of the Agreement

- 1.1 The General Terms set out the nature, general application, governance and definitions that apply to this Agreement. Parts 1, 2, 3A-C and 5A detail the specific engagement terms in relation to each Contributor or group of Contributors. Part 4 and 5B establishes the rights granted to the BBC in relation to such contributions.
- 1.2 The Parties intend for this Agreement to be binding in honour but not give rise to any legal right or obligation enforceable by the Parties.
- 1.3 Nothing in this Agreement limits any statutory rights of the Parties including any rights set out in the Copyright, Designs and Patents Act 1988.

2 Definitions

- 2.1 Capitalised words shall have the meaning set out in the definitions. The definitions are in outlined in pages 11-18 of this Agreement.
- 2.2 Clause headings shall not affect the interpretation of this Agreement.
- 2.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 2.4 The Appendices form part of this Agreement.
- 2.5 Unless the context otherwise requires:
 - 2.5.1 words in the singular include the plural and in the plural include the singular;
 - 2.5.2 a reference to one gender shall include a reference to the other genders.
- 2.6 A reference to a statute or statutory provision:
 - 2.6.1 is a reference to it as amended, extended or re-enacted from time to time; and
 - 2.6.2 shall include all subordinate legislation made under that statute or statutory provision.
- 2.7 A reference to writing or written includes e-mail.

- 2.8 A reference to this Agreement or to any other agreement or document referred to in it is a reference to this Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Agreement).

3 Commencement, Duration and Termination

This Agreement commences on the date written above and continues until terminated by either Party giving not less than 4 months' notice in writing.

4 Equal Opportunities

- 4.1. The Parties are committed to fair and non-discriminatory employment practices and will not unlawfully discriminate in the engagement of Contributors on grounds of their 'protected characteristics' (see here for full details <https://www.gov.uk/discrimination-your-rights/types-of-discrimination>).
- 4.2 The BBC is committed to widening its talent base from which acting talent is recruited and will take practical steps to ensure that diverse talent is considered wherever appropriate. The principal criteria for casting a Contributor for a particular role shall be the Contributor's ability and the requirements of the role. The parties agree to annually monitor and review the operation of this policy.
- 4.3 To enable the casting of Contributors with disabilities, whether or not the role specifically calls for a Contributor with a disability, the BBC will make every practical effort within its reasonable control to ensure access to any audition, rehearsal or performance for Contributors with disabilities.
- 4.4 Wherever possible, the BBC commits to seeking disabled Contributors first for all roles specifically written as disabled characters. The BBC's commissioners will work with the producers of the programme to ensure this is fully explored when casting these roles. The BBC will also work to increase the on-screen presence of disabled people more generally by considering disabled actors to portray characters not specifically written as disabled.
- 4.5 In order to promote and ensure fair and non-discriminatory employment practices the BBC recognises the value of and is committed to equality monitoring, including of on-screen talent and to publishing monitoring data as it becomes available as part of the project known as 'Diamond'.

5 Anti-Bullying and Harassment

The BBC will not tolerate any form of bullying and harassment and is committed to providing a workplace in which the dignity of individuals is respected. Contributors engaged by the BBC will be required to agree that, whilst providing their services, they will not act in a way that could be regarded as bullying and/or harassment under the BBC's Bullying and Harassment Grievance Policy¹ (or any replacement policy). Acts of bullying and/or harassment are regarded as a serious breach of contract and could place the continuation of engagements with the BBC at risk.

6 BBC Child Protection Policy and Code of Conduct

Contributors will comply with the BBC's Child Protection Policy and Code of Conduct² ('BBC Child Protection Documents') (or any replacement policy or code). In addition, when engaged by the BBC's children's production department the Contributor may be provided with copies of the BBC Child Protection Documents and asked to sign a form confirming that they have read and understood the terms. Other BBC production departments may also require this form to be signed.

¹ http://downloads.bbc.co.uk/foi/classes/policies_procedures/bullying_harassment_policy.pdf

² http://www.bbc.co.uk/aboutthebbc/insidethebbc/howwework/policiesandguidelines/child_protection.html & http://downloads.bbc.co.uk/aboutthebbc/insidethebbc/howwework/policiesandguidelines/childprotection/pdf/Code_of_Conduct.pdf

7. Settlement of Disputes

- 7.1 This Clause sets out the procedure for the settlement of disputes either:
- 7.1.1 between the BBC and Equity in relation to the terms or operation of this Agreement; or
 - 7.1.2 between the BBC and a Contributor(s) engaged under a Contributor Contract.
- 7.2 In the case of any dispute between BBC and Equity, notice must be given to BBC Head of Rights or to Equity Head of Recorded Media as appropriate within 28 days of the dispute arising.
- 7.3 A dispute between a Contributor or Contributors and the BBC will in the first instance be dealt with between the Contributor(s) and the BBC or between an authorised representative of the Contributor(s) and the BBC. If the dispute is not then resolved, there will be a meeting between representatives of the BBC and Equity.
- 7.4 A dispute between Equity and the BBC will be managed as follows:
- 7.4.1 There will be a meeting of Equity officials and the appropriate BBC senior manager(s) unless both Parties agree otherwise and the dispute concerns the operation of this Agreement when 7.4.2. below can be invoked immediately;
 - 7.4.2 Failing resolution, there will be a meeting between Equity, the BBC Head of Rights and the appropriate BBC senior manager(s);
 - 7.4.3 Failing resolution at stage 7.4.2 two further options are available to the Parties who must agree to either:
 - 7.4.3.1 refer the matter to a Joint Standing Committee comprising representatives of Equity and the BBC (see clause 7.6 below); or
 - 7.4.3.2 refer the matter to ACAS.
 - 7.4.4 As a last resort arbitration can be used by mutual agreement.
- 7.5 In all cases, normal working continues while a dispute is being resolved.
- 7.6 Joint Standing Committee ('JSC')
- 7.6.1 Where a dispute is referred to a JSC:
 - 7.6.1.1 the JSC shall consist of four representatives – two nominated by the BBC and two by Equity – joint secretaries will be appointed, one by the BBC and one by Equity;
 - 7.6.1.2 the JSC shall be established and meet within four weeks of a dispute being referred;
 - 7.6.1.3 it should receive written submissions from each side a week in advance of the meeting;
 - 7.6.1.4 at the meeting it should hear any further verbal submissions and have the opportunity to ask questions of either side;
 - 7.6.1.5 it will then consider the matter and make a recommendation for the settlement of the dispute within two weeks of the meeting.

8. Payment and VAT

All payments referred to in this Agreement are exclusive of VAT and the BBC agrees to pay VAT with respect to such payments if properly payable upon receipt of an appropriate VAT invoice. Alternatively, if the Contributor is VAT registered and has signed up to the BBC's VAT self-billing scheme then VAT will be automatically applied.

9. Assignment

The BBC may at any time assign to any person, firm or company the whole or any part of the benefit of this Agreement provided that the assignee undertakes, in full, the BBC's obligations under this Agreement. After such assignment, Equity will look to the assignee for fulfilment of the obligations owed to it under this Agreement, but the BBC shall remain liable to Equity in respect of any of the BBC's or SPV's obligations that are not fulfilled by the assignee. However where the BBC has no on-going interest in the activity carried out by the assignee the BBC shall not remain liable to Equity and shall facilitate a direct arrangement between the assignee and Equity in order to fulfil the on-going obligations to the Contributor under this Agreement. Equity is able to provide a template assumption agreement for this purpose if required.

10. Alternative Arrangements or Amendments to this Agreement

The BBC may approach Equity to seek agreement that alternative or additional arrangements to those set out in this Agreement can apply in appropriate cases. For example: trials, or ad hoc arrangements for specific content.

11. Information for Equity's purposes

11.1 The BBC undertakes to provide Equity: (i) the annual total of engagements under this Agreement for Contributors in BBC Group productions for BBC Public Service, and (ii) copies of cast lists of Programmes.

11.2 Where Equity requires any further information in relation to the operation of this Agreement where practical the BBC will seek to provide it.

12. Casting Agreement

The BBC will endeavour to engage only professional performers for the categories of engagement covered by this Agreement.

Where this is not possible the terms and conditions of this Agreement will apply for all engagements except:

- amateur choirs
- talent spotting programmes
- non-professionals used in accordance with the BBC's policy of reflecting the different interests of the community
- amateur or amateur groups which, in the BBC's opinion, can provide a contribution that a professional cannot.

DEFINITIONS

TERM	MEANING
'ADR' Artist	artist engaged for ADR Session. Additional Dialogue Recording is also known as Automatic Dialogue Recording or Automatic Dialogue Replacement.
AVOD	Advertiser-funded Video-On-Demand. A VOD service with an advertising-based revenue model
Additional Fees	fees for Overtime and Supplementary Attendance
Additional Material	by way of example recorded publicity interviews, behind the scenes activity (e.g. footage filmed in rehearsals, read-throughs, wardrobe and make-up calls), extracts from the programme and deleted scenes. Use of out-takes or audition material is subject to the Artist's separate prior permission
Additional Uses	Uses other than: (i) those acquired in the Engagement Fee (ii) those acquired in the Excerpt Fee and (iii) UK broadcaster uses
Agreement	this Agreement
Artist	any of the type of artists referred to in Part One, Singers (dealt with in Part 2) and performers in recordings of third party productions (dealt with in Part Three).
Audio Publishing Rights	the right to use the soundtrack of the Programme, in whole or in part, on its own and to manufacture, distribute and/or otherwise make available that soundtrack as a standalone recording e.g. as a CD or download or stream, however the user chooses to acquire it, as well as the right to license others to do so in any format throughout the world
BBC	The British Broadcasting Corporation incorporated by Royal Charter and comprising of the BBC's public arm and its commercial subsidiaries both in the UK and internationally
BBC Alba	Scottish Gaelic language television channel jointly owned by the BBC and MG Alba
BBC Arts Online	The BBC's arts online site which can be currently found at www.bbc.co.uk/arts
BBC Content	any material made by or on behalf of the BBC
BBC In-House Production	All production teams not a part of BBC Studios such as BBC Children's and BBC News & Current Affairs
BBC iPlayer	the BBC's online- service, which is part of the BBC Public Services, currently branded BBC iPlayer which enables access to BBC Content at a time chosen by the user (within the window that the content is made available via the BBC iPlayer, which window varies depending on the type of content and the service for which it was originally commissioned) to watch via a streamed service or a temporary download, which expires at the end of the window of availability. Such definition shall include BBC Content made available via services distributed in accordance with BBC policy which is currently available here: http://downloads.bbc.co.uk/aboutthebbc/insidethebbc/howwework/policiesandguidelines/pdf/bbc_distribution_policy.pdf

BBC Nations	BBC Northern Ireland, BBC Scotland, BBC Wales
BBC New Media Services	BBC Online Services and BBC Red Button
BBC Online Services	the BBC's online services which are part of the BBC Public Services, such as www.bbc.co.uk and branded "apps" that connect certain hardware to the "mobile" versions of the online services. Such definition shall also include BBC Content made available via services distributed in accordance with BBC policy which is currently available here: http://downloads.bbc.co.uk/aboutthebbc/insidethebbc/howwework/policiesandguidelines/pdf/bbc_distribution_policy.pdf
BBC Public Services	any service or activity now existing or developed in the future which is provided or carried out in the delivery of the BBC's obligations and responsibilities as set out in the BBC's Royal Charter and the BBC Agreement with the Secretary of State for Culture, Media and Sport (and any successor to or variations of such Charter & Agreement) by any means now existing or developed in the future and in accordance with the BBC's Regulatory Framework.
BBC Red Button	the BBC's interactive television service available via the "red button" on a user's television remote control
BBC Regions	currently East, East Midlands, East Yorkshire & Lincolnshire, London, North-East & Cumbria, North-West, South, South-East, South-West, West, West Midlands and Yorkshire
BBC Secondary Channels	currently comprise of BBC Four, CBBC, CBeebies, BBC Scotland and BBC Alba
BBC Studios	BBC Studios Productions Limited and BBC Studios Distribution Limited
BBC Studios Distribution	BBC Studios Distributions Limited, the distribution division of BBC Studios Limited (previously known as BBC Worldwide) and a wholly owned BBC Subsidiary
BBC Studios Production	BBC Studios Productions Limited, the production division of BBC Studios Limited and a wholly owned BBC Subsidiary
BBC Subsidiaries	a company which is controlled by the BBC; or a holding company (as defined in section 1159 of the Companies Act 2006) of the BBC; or by another subsidiary which is controlled by the BBC, including BBC Studios and SPVs
BBC Three Online	an online Public Service provided by the BBC
Chorus Singer	a singer singing as part of a choir
Co-commissions	programme funded by two or more BBC Public Services with the programme premiering on a BBC Secondary Channel
Compilation Programme	a BBC programme consisting of 50% or more extracts from previously transmitted Programmes made under the terms of this Agreement (or the BBC's agreement with the Musicians' Union) which celebrate the work of one Contributor or an established group of Contributors or known programmes

Continuing Drama Series	Currently these are: (i) BBC commissions – EastEnders, Casualty, Holby, Doctors + River City, and (ii) S4C commission - Pobol Y Cwm
Contributor Contract	the agreement between the BBC and the Contributor(s) incorporating the terms of this Agreement in so far as they relate to the Contributor and his/her engagement
Contributor(s)	Artists, Walk-ons or Supporting Artists, Singers and all other performers engaged under this Agreement
Day Work	a) In the case of Artists, work scheduled between 7am and midnight b) In the case of Walk-ons and Supporting Artists, work scheduled to finish before midnight or to begin between 7am and 10pm
Diamond	Diversity And Monitoring Data – project monitoring diversity in UK production
DTO – Download to Own Rights	the right to exploit audio-visual recordings by any means of non-physical delivery for the purpose of permitting access to or use of a copy for the private use of consumers
DTR – Download to Rent Rights	the right to exploit audio-visual recordings by any means of non-physical delivery for the purpose of permitting temporary access to or use of a copy for the private use of consumers
Dubbing	a recording of a vocal performance which replaces the vocal element of another artist’s recorded performance
DVD Rights	the right to exploit physical audio-visual recordings by any means now or in the future known for consumers to own and for their private use
Early Call	In the case of Artists, work scheduled to start between 5am and 7am
EST - Electronic Sell-Through	See DTO (above)
Emergency Extension	an extension to the Engagement Period where the extension is needed for reasons beyond the control of the Producer, e.g. adverse weather conditions
Emergency Extension Fee	the fee payable to cover an Artist’s availability for any Emergency Extension
Engagement	the commission of services of a Contributor under a Contributor Contract
Engagement Fee Uses	uses acquired upon payment of the Engagement Fee
Engagement Period	the period during which the Contributor is engaged under the Contributor Contract
Excerpt	the filming of a part of another production (produced by the BBC or a third party) while that production is being rehearsed or performed
Excerpt Fee	the amount payable to an Artist for the recording of an Excerpt
Excerpt Fee Uses	uses acquired upon payment of the Excerpt Fee
Extract	a portion of material which has been recorded by or on behalf of the BBC

Factual Programmes	Programmes where the funding for the Programme comes from a factual commissioner and when the Programme price falls within the commissioner’s factual tariff scale ³ .
First Call	the period during which the Artist renders their services to the BBC
Flashback/ Flashforward	the reuse of content in a Programme which appears in a different part of that Programme or related Series.
Gross Receipts	income received by the BBC or BBC Worldwide minus applicable sales tax
Historic and Reminiscent	programmes relating specifically to the history of the BBC
Home Entertainment	the right to exploit audio-visual content by any means known now or in the future for consumers to own and for their private use (including but not limited to DVD/DTO/DTR/EST) and referred to as Home Video in previous Agreements
Hours of Work	the hours of work to which the BBC is entitled from a Contributor under a Contributor Contract in any Work Day. The BBC may use the hours for rehearsal or performance, for travelling, costume and make-up, fittings, Post-sync, Trailers, Night Work or any other activities relating to the Contributor Contract and these activities may be required wholly or in combination within any Hours of Work
Light Entertainment	Shows, including comedy and sketch shows, consisting of a mix of performances from Variety Acts, comedians, dancers and singers
Location	a location other than a Studio
Minimum Engagement Fee	the minimum fee payable to the Artist for a specified period of work and may be calculated weekly, daily or by the episode or session depending on the nature of the engagement
Narrative Repeat	a repeat Transmission of an episode made within seven days of a Transmission of the same episode
News Access	access for the purposes of news reporting
Next Episode Premiere	premiere of a programme on a BBC Secondary Channel of a Programme commissioned by BBC One or BBC Two
Night Work	<ul style="list-style-type: none"> a) in the case of Artists, work between midnight and 7am which is either scheduled (excluding Overtime) to extend beyond midnight or to begin from midnight; b) in the case of Supporting Artists and Walk-Ons, work between 10pm and 7am which is either scheduled (excluding Overtime) to extend beyond midnight or to begin from 10pm
Non-Paying Audience	<p>the right of exhibition to audiences not making any specific payment to see or hear the Programme or material from the Programme in:</p> <ul style="list-style-type: none"> a) education institutions (e.g. universities, colleges, schools, evening institutes, etc.) b) education classes and gatherings held by companies and other bodies not being educational institutions c) clubs or other organisations of an educational, cultural, religious, charitable or social nature (e.g. drama study groups, film societies, churches, professional associations, etc.)

³The BBC range can be currently found here: <http://www.bbc.co.uk/commissioning/tv/how-we-work/business-requirements/tariff-ranges.shtml>

Non-Standard Television Distribution	the rights to exploit the Programme by all forms of television transmission whether existing now or developed in the future (other than Standard Television, Non-Theatric)
Non-Theatric	Non-Paying Audience and Trapped Audience
Opening + Closing Sequences	short sequences at the start or end of a Programme integrated with the Programme or Series
Overdubbing	the recording of a singer’s performance over other singers’ performances with the intention of layering the singers’ performances
Overtime	work within the Engagement Period but outside the Hours of Work whether performance, rehearsal, travelling, costume and make-up, fittings, Post-Sync, or any other activities that the Contributor is required to do by the BBC under the Contributor Contract. For clarity, Supplementary Attendances are not considered Overtime as they are outside the Engagement Period
‘+1’ Channel – Plus 1 Channel	a time-shifted channel which transmits an hour later than its parent channel
Post-sync	the recording of a vocal performance which adds to or replaces the vocal element of the same Artist’s previously recorded performance
Principal Performance Day	has the meaning set out in Part One, A, Section 1.1.2.2(b)(i) being a continuous period of 12 hours to include up to 10 Hours of Work in the Studio
Production Base	the designated place of work where the Contributor carries out a substantial part of his/her services
Programme	the programme, material or other content for which the Contributor is engaged under the Contributor Contract
Promotion and Publicity Purposes	the BBC’s right to use (and license or assign the right to use) extracts of the Programme for purposes of promotion or publicity in any media throughout the world, provided such use is not, on its own, commercial exploitation
Puppeteer	an artist who animates in real time an object or figure directly by means of hand movements, or indirectly by means of attached strings, rods, wires, or electronic control and thereby creates a character
Recce	a pre-filming visit to a location in order to assess its suitability, including access to facilities and assessment of any potential technical and/or hazardous issues, as a Location or Studio
Regulatory Framework	the BBC’s Operating Framework and Operating Licences (as may be updated or replaced by the BBC’s regulator(s) from time to time) and any related Policies and Guidance governing the BBC, which set out the conditions for the BBC’s distribution of its services and content on or via third party platforms.
Relay	a transmission of whole or part of a concert either to be transmitted live or recorded for future transmission

Residual Basic Fee ('RBF')	<p>the fee upon which Further Use payments in Parts 4 & 5B are based and is either:</p> <p>(i) divided equally between all episodes in the same Engagement Period; or</p> <p>(ii) in exceptional circumstances where episodes in the same Engagement Period differ significantly in duration, pro-rated based on the duration the episode bears to the total duration of all episodes in the same Engagement Period, unless the Contributor undertakes a similar duration of work for each episode in the Engagement Period in which case (i) above will apply e.g. an Engagement Fee of £10,000 for 1 x 80' and 12 x 50' episodes and where the work on the 80' episode is greater in duration than each of the twelve 50' episodes will be divided as follows: £1,176* for the 80' episode and £735.29 each for the 50' episodes.</p> <p>Further information can be found in Appendix 4 about Fees which attract and do not attract Further Use fees.</p> <p>*Rounded up so that the total of the Residual Basic Fees equals the Engagement Fee of £10,000.</p>
Residual Fees	fees which are a percentage of the artist's RBF
Royalty Fees/Royalties	payments shared pro-rata according to the artist's RBF
RPI	the general index of retail prices compiled and published in the UK in the Monthly Digest of Statistics by the Office for National Statistics
S4C	Sianel Pedwar Cymru (Channel Four Wales): an independent statutory corporation established by section 56 of the Broadcasting Act 1990 as a predominantly Welsh language television broadcaster
Second Call	the period when the Artist's previous professional engagements shall have priority
Series	a sequence of episodes of the same production which may or may not have one narrative arc
Session Singer	a singer who is available to provide services but not as a permanent member of a musical ensemble
Signature Tune	the opening and closing music for a continuing series (but not a single programme or series)
Singer	Chorus Singer or Session Singer
SPV	special purpose vehicle: a separate company wholly or indirectly owned by the BBC through a commercial holding company
Special Skills	driving vehicles, riding horses, fencing and other special skills which are specified by the BBC as requirements of the engagement
Standard Television Distribution	the right to exhibit by conventional free VHF or UHF television broadcast stations, the video and audio portions of which are intelligibly receivable without charge by means of conventional home roof-top or television set built-in antenna
Studio	a soundstage for the purpose of television production
SVOD	Subscription Video-on-Demand service. A VOD service with a subscription-based revenue model.

Supplementary Attendance	means attendance outside the Engagement Period for read-throughs, photographic sessions, costume fittings, hair and make-up, Post-sync, Trailers or any other activities the Contributor is required to do by the BBC (in relation to the engagement and subject to the Contributor's availability)
Supporting Artist	a performer who is not required to give either individual characterisation in a role or to speak dialogue beyond crowd noise or reaction
Television ('TV')	all forms of audio-visual distribution however transmitted or delivered whether known now or in the future (but excluding Non-Theatric Rights)
Theatric Rights	the right to exhibit the Programme at a venue where a fee is charged for admission to view the Programme
Trailer	a short promotional recording in any media for a Programme for Promotional or Publicity Purposes
Transmission ('TX')	a transmission by any means and media whether known now or in the future
Transmission Period ('TXP')	a period of 7 consecutive days where 4 transmissions are permitted within that period (NB: non-simultaneous transmission on other BBC Nations or BBC Regions services is not permitted)
Trapped Audience Rights	the right to exploit the Programme by all forms of delivery and in all formats to closed circuit television systems for viewing by audiences in premises such as hotels, hospitals, educational institutions, military locations, apartment houses, condominiums, public houses, clubs and discotheques or in the transportation industry
Travel Time	A Contributor's travelling time to and from Location beginning with the time of departure from the starting point i.e. appropriate railway station, terminal or assembly point nominated by the BBC and ending with the time of return to the starting point. It will be based upon the reasonable estimated/expected time for the mode of transport (rail, bus, driving, walking etc.) and distance together with any delays outside the Contributor's control
UK Primary TV Channels	BBC One, BBC Two, ITV One, Channel Four/S4C, Channel 5
UK Secondary TV Channels	All UK television channels except UK Primary Television Channels
UKTV	UKTV is a multi-channel broadcaster jointly owned by BBC Studios and Discovery Inc.
US Networks	CBS, ABC, Fox and NBC channels broadcast in the United States of America
Variety Act	a type of performance traditionally associated with a Variety Show, including but not limited to: performers with skills associated with the circus (such as clowns, acrobats and jugglers), magicians, illusionists and speciality performers (such as sword swallows, stilt walkers or ventriloquists)
VAT	Value Added Tax as defined in UK legislation
VOD – Video-On-Demand	a service which allows users to select and watch content when they choose (see AVOD and SVOD)

Walk-On	a performer who is not required to give individual characterisation in a role but may be required to impersonate an identifiable individual to accept individual direction and to speak a few unimportant (unscripted) words where the precise words spoken do not matter
Week	7 consecutive days
Wild tracks	Sound recording which will be synchronised to a picture
Work Day	any day or night the Contributor may be engaged to perform his/her obligations under the Contributor Contract.
Work Entitlement	the Hours of Work or Work Days that BBC will be entitled to require an Artist to work in return for not less than the Minimum Engagement Fee
Young Artist	an Artist over compulsory school age but under the age of 18

PART ONE - TERMS THAT APPLY TO THE ENGAGEMENT OF ARTISTS

A. TERMS THAT APPLY TO SPECIFIC CATEGORIES OF ARTISTS

SECTION 1 – ACTORS EXERCISING DRAMATIC SKILLS, PUPPETEERS, DANCERS AND SKATERS (SOLO OR GROUP) AND SOLO SINGERS APPEARING IN AT LEAST ONE ACT OF AN OPERA OR MUSICAL

INTRODUCTION: METHODS OF ENGAGEMENT AND ADDITIONAL USE PAYMENTS

There are **two methods of engagement**. They are: (i) **Weekly or Single Day Fees**; and (ii) **Episodic Fees**.

The method of engagement is determined by the **producer, commissioner and genre** (see chart below).

The chart below shows which method of engagement to use and when it is mandatory to pre-purchase Additional Uses.

PRODUCER	COMMISSIONER/PROGRAMME GENRES	METHOD OF ENGAGEMENT/ ADDITIONAL USE PRE-PURCHASE
BBC IN-HOUSE (including SPVs)	ALL GENRES	WEEKLY/SINGLE DAY FEES (SEE CLAUSES 1.1.1, 1.1.3 (a) and 1.2.1) (No mandatory Additional Use pre-purchase)
BBC STUDIOS PRODUCTION (including SPVs)	BBC CONTINUING DRAMA SERIES (SEE APPENDIX 1) BBC RETURNING SERIES (SEE APPENDIX 1) BBC THREE SHORT FORM BBC FACTUAL/EDUCATION BBC NEW MEDIA ENTERTAINMENT SINGLE NATION PRODUCTIONS	WEEKLY/SINGLE DAY FEES (SEE CLAUSES 1.1.1, 1.1.3 (a) and 1.2.1) (No mandatory Additional Use pre-purchase)
	ALL DRAMA AND COMEDY COMMISSIONS EXCEPT THOSE LISTED ABOVE	FEE PER EPISODE (SEE CLAUSES 1.1.2, 1.1.3 (b), 1.2.2, 3.2) AND A MANDATORY ADDITIONAL USE PRE-PURCHASE APPLIES TO UK PRIMARY TELEVISION (EXCLUDING PROGRAMMES FULLY FUNDED BY S4C) AND BBC THREE LONG-FORM COMMISSIONS (SEE CLAUSE 11.2.2.1(a)(iii) – page 48) NB The parties acknowledge that should the requirement to pay the 35% be unaffordable in the context of the production funding available for the programme, the BBC and Equity shall discuss in good faith a solution on the programme in question.

NB: Appendix 2 provides additional terms for BBC continuing drama series, daytime commissions, non-broadcast content, BBC Trailers & Idents and BBC Taster.

1.1 MINIMUM FEES FOR ENGAGEMENTS OF ONE OR MORE WEEKS AND WORK ENTITLEMENT

1.1.1. Weekly Fees, additional Work Day fee and Work Entitlement

Actor, Skater, Solo Singer, Puppeteer	£640.00
Dancer	£675.00
Additional Work Day (Fixed Payment)	£99.00

Work Entitlement

The minimum Weekly Engagement Fees entitle the production to either:

- For engagements of one Week's duration the Work Entitlement is six Work Days (except in the case of Young Artists where the Work Entitlement is 5 Work Days). This Work Entitlement will also apply to other episodes in the same Series which are each recorded within one Week; or
- For engagements of two or more weeks the Work Entitlement is five Work Days per Week.

Other than in exceptional circumstances no Artist will be required to work on more than six Work Days in any Week.

1.1.2 Episode Fee, additional Work Day fees and Work Entitlement

The fee acquires one work day in a consecutive seven days period and allows the performance to be incorporated into one episode only (NB see below for alternative terms for sketch shows/broken comedy) – Minimum Fee	£546
Production day payment (days 2-6 in a consecutive seven day period) – Fixed Payment	£60.50
Production day payment (day 7 in a consecutive seven day period) – Fixed Payment	£90.00

For engagements of two weeks or more, Artists can be engaged for either specified or unspecified dates or a combination of both specified and unspecified dates (see below).

A. Specified dates

When dates can be specified a fee no less than the minimum fee must be paid for the first day worked in any consecutive seven day period plus additional production day payments as required. Below is an example which uses the minimum fee and which would allow the Artist's performance to be used in six episodes over a seven weeks period:

Weeks	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1	n/r	n/r	£546	n/r	n/r	£60.50	n/r
2	£60.50	£60.50	n/r	n/r	n/r	n/r	£546
3	£60.50	£60.50	£60.50	£60.50	£60.50	£	n/r
4	n/r	£546	£60.50	£60.50	n/r	n/r	n/r
5	£60.50	£546	£60.50	n/r	n/r	n/r	£60.50
6	£60.50	£546	£60.50	£60.50	£60.50	n/r	n/r
7	n/r	n/r	n/r	n/r	£546	n/r	£60.50

n/r = not required and artist not on First Call

NB Subject to the artist's availability, a new contract must be offered if the artist is subsequently required on a previously 'not required' day or days.

B. Unspecified dates

When dates cannot be specified and the Artist is required on First Call for the entire period the artist must be paid no less than the minimum Episode Fee and four production day payments (see 1.1.2 for rates) for each consecutive seven days period. If the Artist is required for more than five days’ work then additional production day payment(s) are due.

C. Sketch shows/broken comedy

For engagements of up to two consecutive weeks or a maximum of 5 days over the entire production the Artist’s fee can be divided by the number of episodes in which their performance is incorporated subject to a minimum payment of £153 per episode.

1.1.3 Eight weeks or more continuous engagement

For continuous engagements of eight weeks or more the artist can be engaged for a minimum of 75% of the period on a First Call basis. The 75% must be rounded up to the next full week (see examples in chart below under ‘Engagement Period’).

The artist must be given at least six days written notice of the start and end date of each break. If written notice is not served then the artist is paid for that period.

The minimum payment is calculated as follows:

Engagement Period	(a) Minimum Weekly fee (paragraph 1.1.1)	(b) Minimum Episodic Fee (paragraph 1.1.2, B)
8 (75% = 6 weeks)	6 x £640 = £3,840	6 x (£546 + (4 x £60.50)) = £4,728.00
10 (75% = 8 weeks)	8 x £640 = £5,120	8 x (£546 + (4 x £60.50)) = £6,304.00
12 (75% = 9 weeks)	9 x £640 = £5,760	9 x (£546 + (4 x £60.50)) = £7,092.00
14 (75% = 11 weeks)	11 x £640 = £7,040	11 x (£546 + (4 x £60.50)) = £8,668.00
16 (75% =12 weeks)	12 x £640 = £7,680	12 x (£546 + (4 x £60.50)) = £9,456.00

1.1.4 Factual Programmes: work entitlement – additional terms

Factual programmes containing 50% or less drama may also engage artists as follows:

Programme Length	Work Days: Factual Programmes containing 50% or less drama
60’ or less	Up to 3 days in a period of 2 consecutive weeks
More than 60’	Up to 5 days in a period of 2 consecutive weeks

1.1.5 Emergency extensions to the Engagement Period (subject to the Artist’s availability)

The Engagement Period may be extended by:

- 1.1.5.1. one extra day, to be scheduled within one Week of the final date of the Engagement Period on payment of no less than £296.
- 1.1.5.2 more than one day or for a single day scheduled later than 7 days after the agreed final date of the Engagement Period where the fee is negotiable but bearing in mind the fee negotiated for the engagement.

1.2 MINIMUM FEES FOR ONE DAY ENGAGEMENTS AND WORK ENTITLEMENT

Terms for one day only over the duration of a production and where the performance can be reasonably rehearsed and recorded within this period.

There are two methods of engagement. The chart in the Introduction (page 19) shows which terms to apply and where it is mandatory to pre-purchase Additional Uses (see Clause 11.2.2.1(a)(iii) – page 48).

1.2.1 Single Day Fees

See Appendix 3 for further information about single day engagement fees, multiple single day engagements and combinations of single days and weekly engagements.

Factual-type programmes (including education, religious, documentary, features, instructional, critical and magazine programmes) and Work Entitlement	
NB: Number of episodes: no restriction	£281
Length of Work Day: 5 Hours of Work in an overall period of 6 hours	
All other Programme genres or factual-type programmes requiring a longer Work Entitlement than above	
One episode	£417.00
Two or more episodes	£640.00

1.2.2 Episodic Fees

All Programme genres	
One episode	£345.50
Two or more episodes	Above fee multiplied by number of episodes
Alternative term for sketch shows/broken comedy: the Artist's fee is divided by the number of episodes in which their performance is incorporated subject to a minimum payment of £153 per episode.	Above fee divided by number of episodes (subject to a minimum fee of £153 per episode)

1.2.3 MISCELLANEOUS

1.2.3.1. The following terms apply:

- (a) an aggregate of 10 minutes material may be broadcast or made available. Overtime may not be used to extend the maximum amount of transmitted material. Where the maximum transmitted time is exceeded the terms and conditions in Section 1.1 apply.
- (b) no Artist will be offered more than one such one day Engagement Fee per production. The terms and conditions of Section 1.1 apply to Engagements of multiple single days or a combination of Weeks and single days.
- (c) The minimum fee per episode does not apply to short-form content.

1.3 VOICE-ONLY PERFORMANCES

Terms for voice-only performances, including dubbing and dramatised reading for factual-type programmes (including education, religious, documentary, features, instructional, critical and magazine programmes).

1.3.1 MINIMUM ENGAGEMENT FEE, WORK ENTITLEMENT AND OVERTIME

Minimum Engagement Fee	£217.00
Session Length: 4 Hours of Work in an overall period of 5 hours	
Overtime: fee is per hour or part (up to 2 hours)	£35.00
Additional Hours of Work (over 2 consecutive hours): Schedule a new Voice-only session, replacing overtime, from the end of the previous session	

1.3.2 MISCELLANEOUS

The following terms apply:

- (a) **Dubbing (all Programmes) and dramatised reading (education, religious, documentary, features, critical and magazine programmes):** material recorded can be used in up to 13 episodes of a Series as required.
- (b) **Programmes and performances (except those listed in Section 1.3.2 (a) above):** For roles extending over two or more episodes in the same Series an additional sum of 50% of the session fee is due for each episode in which the performance is incorporated.

SECTION 2 – VARIETY ACTS

2.1 MINIMUM ENGAGEMENT FEES AND WORK ENTITLEMENT

The Minimum Engagement Fees entitle the production to two days work.

1 Artist	£668.00
2 Artists	£818.00
3 Artists	£958.00
4 Artists	£1,110.00
Each additional Artist	£151.00
Additional Work Days (day three onwards) – per Artist	£99.00

Alternative terms for a commission for a single region or nation	
The minimum Engagement Fees above may be reduced by	25%

Signature Tunes	
The minimum Engagement Fees above must be increased by	50%

Rights acquired: all rights in all media throughout the world in perpetuity except for UK Primary Television Channels where rights are acquired for a term of 5 years. Additional 5 year periods are acquired on payment of 75% of the then current Signature Tune Fee.

NB: this applies only to Signature Tunes recorded on or after 1st January 1995. Signature Tunes recorded prior to this date require no further payment.

SECTION 3 – STUNT CO-ORDINATORS AND PERFORMERS

3.1 MINIMUM ENGAGEMENT FEES

Contributor	Fee	Number of Days/Hours
Work Days		
Stunt Co-ordinator	£410.00	One day
	£1,640.00	Five Work Days within a Week
Stunt Performer	£355.00	One day
	£1,420	Five Work Days within a Week
Supplementary Attendances		
Stunt Co-ordinator and Stunt Performer	£173	One day: waiting, travel or self-isolation day
	£173	Up to 8 hours: read-through, photographic/costume fitting/make-up/hair sessions, etc.
	£86.00	Up to 4 hours: read-through, photographic/costume fitting/make-up/hair sessions, etc.

3.2 BBC STUDIOS PRODUCTIONS – ADDITIONAL TERMS: EPISODIC PAYMENTS AND MANDATORY PRE-PURCHASE OF ADDITIONAL USES

The chart in the Introduction (page 19) confirms when the terms below apply and where it is mandatory to pre-purchase Additional Uses (see Clause 11.2.2.1(a)(iii) – page 48).

Where a performance or co-ordinators work is incorporated into more than one episode the following additional payments are due:

- 3.2.1. Engagement by the day: one Work Day fee per episode
- 3.2.2. Engagement by the week: one Weekly Fee per episode and an additional 50% of the Week fee where the number of episodes exceeds the number of weeks engaged

3.3 MISCELLANEOUS

- 3.3.1. Stunt performers may be required to appear in vision to establish the characters in which they perform their stunt. If required to carry out work beyond that expected of a Walk-On the total Engagement Fee will be negotiable but subject to the appropriate Minimum Engagement Fee (see Part One, A, Section 1, 1.1).
- 3.3.2. An adjustment fee may be paid for a 'Major Stunt' i.e. where the skill or hazard is such that a detailed description of the stunt and/or Recce of the site is necessary prior to the performance of the stunt. The adjustment fee will take into account:
 - (a) the numbers of times the artist is required to perform the Major Stunt, and
 - (b) the degree of hazard involved.
 Adjustment fees are not included in the Residual Basic Fee
- 3.3.3. If a stunt performer or stunt co-ordinator supplies any property for the engagement an additional payment will be negotiated.
- 3.3.4. When a stunt co-ordinator is also required to perform a stunt a fee for the performance will be negotiated.

SECTION 4 – CHOREOGRAPHERS AND DANCERS REQUIRED TO ASSIST CHOREOGRAPHERS

4.1 MINIMUM ENGAGEMENT FEES AND WORK ENTITLEMENT (WORK DAYS)

Choreographer	
Either:	
6 Work Days within a Week	£858.00
2 Additional Work Days to be added to the above Week	£214.00
Or:	
3 Work Days within a Week (NB applies to engagements where the choreographer is required to direct Artists to perform conventional and uncomplex dances)	£674.00
Overtime: Rehearsal only days	No payment
Dancers required to assist the choreographer	
In addition to the dancer’s Weekly Engagement Fee	£110.00

4.2 MISCELLANEOUS

- (a) If an assistant to the choreographer is appointed because the choreographer wishes to be absent for part of an engagement the BBC will be entitled to deduct from the Engagement Fee(s) owed to the choreographer the cost of the assistant.
- (b) Choreography services provided under this Agreement, such as preparing versions of existing dances for Artists to perform or directing Artists to perform dances are not usually expected to encompass creating a new copyright work. However, if such new work is created then the BBC will acquire a licence in the new work according to Part Four (Programme and Extract Uses) of this Agreement and shall be entitled to exploit it as recorded to the same extent as it is entitled to exploit the performance of the dance. Subject to that, the choreographer shall retain the copyright in any new work of dance created and shall be entitled to exploit it separately from the recorded performance but the BBC shall remain the exclusive owner of the recording for all purposes.
- (c) Choreographers also required to perform will receive an additional fee (see Part One, A, Section 1, 1.1.1)

PART ONE - B: TERMS THAT APPLY TO ALL ARTISTS IN PART ONE – A.

The terms below apply to all Artists in Part One – A. unless where otherwise specified.

5.1 PERIODS OF WORK**5.1.1. Length of Work Day****5.1.1.1 Pre-recorded productions**

The length of the Work Day is either:

- (i) 10 consecutive hours inclusive of a meal break of 1 hour, or
- (ii) 8 consecutive hours without a meal break but a buffet will be provided during the Work Day

A production may use both of the above options.

5.1.1.2 Live or productions recorded as live

The length of the Work Days is:

- (i) the live or as live Work Day: 12 consecutive hours allowing up to 10 Hours of Work
- (ii) pre- or post-recording Work Days (which may include rehearsals): as 5.1.1.1
- (iii) rehearsal only Work Day: 8 consecutive hours allowing up to 6 hours of rehearsal

5.1.2 The Work Day starts when the Artist is called and includes time in make-up, hairdressing or wardrobe.

5.1.3 Subject to any continuous work periods agreed in relation to Hours of Work for an Artist elsewhere in this Agreement, in any period of continuous work of 6 hours there must be a break of at least 20 minutes (30 minutes in the case of Young Artists). Normally the maximum continuous period should be 5 hours.

5.1.4 The minimum period of rest between Work Days for an engagement is 11 hours (12 hours for Young Artists), and wherever possible should be 12 hours.

5.1.5 Where continuity of production or other exceptional circumstances require it, 5.1.1 above need not be observed (other than in the case of Young Artists) subject to an equivalent period of rest being provided within a reasonable period during the term of the Artist's engagement.

5.1.6 Night Work: Hours of Work for each night are restricted to a continuous period of 10 hours to include up to 8 hours work, to begin when the Artist is called or attends for work. See 5.2 for additional payment for Night Work.

5.1.7 Early Calls: notwithstanding 5.1.6 the BBC may call an artist between 5.00 a.m. – 7.00 a.m. and treat hours worked thereafter on that day as day work. See 5.2 for additional payment for Early Calls.

5.2 ADDITIONAL FEES

OVERTIME

Pre-recordings (see 5.1.1.1): per 30 minutes or part (up to 2 hours overtime)	£21.00
Pre-recordings (see 5.1.1.1): per 30 minutes or part (over 2 hours overtime)	£40.00
Pre-recordings (see 5.1.1.1): Night Work and 7 th Work Day - per 30 minutes or part	£40.00
Live or Productions Recorded as live (see 5.1.1.2(i) and (ii)): Work Days and pre- or post-recording Work Days – per 15 minutes of part	£42.70
Live or Productions Recorded as live (see 5.1.1.2 (iii)): Rehearsal only days – per 60 minutes or part	£14.50

NIGHT WORK AND EARLY CALLS – ADDITIONAL PAYMENT

Night Work (see 5.1.6)	£64.00
Early Calls (see 5.1.7)	

SUPPLEMENTARY ATTENDANCES

Travel Days	£65.00
Read-throughs, Photographic/Costume Fitting/Make-Up/Hair Sessions, etc.	
Maximum 4 consecutive hours	£33.00
Maximum 8 consecutive hours	£65.00
Trailers	
Maximum 8 consecutive hours	£134.00
Rehearsal (maximum 8 consecutive hours per day)	
Day	£106.00
Rehearsal Week (5 days rehearsal)	£424.00
Additional Hours of Work (fee is per hour or part)	£13.25
Post-sync Session	
Maximum 4 hours in a period of 5 consecutive hours	£217.00
Additional Hours of Work (up to 2 consecutive hours): fee is per hour or part	£35.00
Additional Hours of Work (over 2 consecutive hours): Schedule a new Post-sync session, replacing Additional Hours of work, from the end of the previous session	
Self-isolation (NB other supplementary attendances may take place remotely at no additional cost during this period e.g. a read-through via video-conference)	
Week	£546.00
Day	£109.20

5.3 HOLIDAY AND COMPENSATION FOR LEAVE NOT TAKEN

An Artist shall be entitled to paid holiday calculated at 5.6 weeks a year on a pro rata basis to the length of the engagement and not less than a half days leave may be scheduled.

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 agreement of the producer, holiday may be taken at times requested by the Artist. The Artist must give at least twice as much notice as the length of the period requested. Days of holiday taken during the period of the engagement shall be paid at the same rate as if they were days of work.

Where possible leave should be allocated during the course of the engagement and where the Engagement Period is for a year or longer this should be the case. The Artist shall be paid for leave taken at their full or part Work Days rate (as appropriate). Where this is not possible the following payments apply:

(i) Payment for holiday due but not taken - rate for each Work Day	
Up to 5 consecutive hours work in any one Work Day	£7.40
One Work Day	£14.70
(ii) Alternatively, payment for each day of holiday accrued but not taken	£136.00

5.4 EQUITY PENSION SCHEME

The following deductions will be made for Artists who are members of the Equity Pension Scheme and who confirm that deductions should be made on their Artist Contract. See Appendix Two for terms for EastEnders.

Contributions Paid By	%age	Maximum Payment per weekly Engagement Fee or per episode whichever is greater
BBC	5%	£96.00
Artist	2.5%	£48.00

5.5 EXPENSES

The production team will confirm to the Artist the expenses policy for the production at the earliest stage possible.

Where productions move away from their Production Base, the BBC will either provide travel, accommodation and meals or pay the Artist an allowance. The BBC will determine whether an allowance is paid or travel, accommodation and meals are provided. The BBC may also elect to provide certain elements (e.g. lunch) and pay an allowance for other elements (e.g. accommodation).

5.6 TIME OF PAYMENT

Subject to the BBC being in receipt of a signed Contributor Contract (except where no signature, 'Fast Fee' contracts are issued), the Artist will be paid not later than seven days after the work is complete and where possible this payment will include any additional payments. The Late Payment of Commercial Debts (Interest) Act 1998 applies to late payments.

5.7 ARTIST SUBSTITUTION

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

5.8 CREDITS

The BBC recognises the importance of credits for all Artists and will provide credits to Artists in normal circumstances on BBC Services.

5.9 SUSPENSION OF PRODUCTION

The BBC will notify Equity and Artists as soon as reasonably practicable if this provision needs to be invoked.

Without prejudice to any other rights or remedies of the BBC, if any one or more performances contracted under the terms of this Agreement is halted or interrupted by any cause whatsoever, by force majeure or beyond the control of the BBC, the BBC may:

(a) Suspension of up to 3 consecutive weeks

Suspend the Contributor Contract for a period of up to 3 consecutive weeks without payment. The Artist will remain under First Call during this period. However, if the Artist wishes to enter into another engagement, they shall notify the BBC who will endeavour to release the Artist, subject to satisfactory arrangements to ensure the Artist's availability to complete the performances under the Contributor Contract. Upon resumption of the performances, the Contributor Contract and payment shall be resumed. The Contributor Contract may require a revised Engagement Period, however, for the avoidance of doubt the Artist shall be paid no less than their original contracted Engagement Fee even if the Artist's revised Engagement Period is less than the original Engagement Period. Where the revised Engagement Period is longer than the original Engagement Period 1.1.3.1 "Emergency Extensions to the Engagement Period" will apply.

(b) Suspension of more than 3 consecutive weeks

Subject to the Artist being notified before the end of the 3rd consecutive week of suspension, retain the Artist for a period of suspension of longer than 3 consecutive weeks under one of the following conditions:

- (i) First Call: the BBC will extend the Artist's Engagement Period by the length of the suspension and pay the Artist their agreed engagement fee (weekly or daily as appropriate) for the additional period beyond the three consecutive weeks of suspension unless the Artist is prevented from performing by an engagement entered into before the suspension commenced (the 'Prior Engagement') in which case the BBC shall retain 'Second Call' on the Artist for the period of the Prior Engagement; **OR**

- (ii) Second Call: the BBC will pay the Artist a fee of not less than £93 as a retainer for each week or part thereof of the continued suspension and should the Artist accept other work during this period this will not affect the retainer fee paid by the BBC.

Any fees paid during the period of suspension will not be included in the Artist's Residual Basic Fee.

5.10 ENGAGEMENT FEE NEGOTIATIONS

The Engagement Fee will be negotiated for each Artist for each engagement taking into account:

- (a) the nature and weight of the Artist's contribution including their contribution to:
 - (i) Opening and Closing Sequences (Series) where the Artist is also engaged for 50% or more of the total number of episodes of a Series (see terms where the Artist is engaged for less than 50% of the total number of episodes of a Series); and
 - (ii) the Programme's Trailer
- (b) the number of Programmes to be recorded where Artists are engaged under 1.1.1
- (c) the length of the engagement
- (d) the Artist's status and earning power in television and elsewhere
- (e) the BBC's budget for the production

5.11 LENGTH OF HAIR

- (a) When offering an engagement hair length will be specified, including whether the hair should be normal, short or very short or any other special requirement. Hair cutting may be necessary.
- (b) If the artist or his/her agent is not informed of the special requirements the artist will be able to fulfil the engagement without hair cutting or the artist will be replaced but paid in full.

5.12 PUBLICITY

Subject to the Artist's professional availability the Artist will take part as required in press and publicity for the producer/commissioner/distributor as required subject to the payment of reasonable expenses.

5.13 NUDDITY AND SIMULATED SEX ACTS

Definitions

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

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

Auditions

5.13.3 Before audition, the Artist shall be notified in writing that the engagement may involve Nudity or Simulated Sex Acts.

5.13.4 During auditions:

- a) no Artist shall be required to perform Simulated Sex Acts
- b) no Artist shall be required to appear Nude until after being interviewed
- c) all persons not required for Nude auditions shall not be present at such auditions
- d) no audition shall be filmed without the prior written consent of the Artist being obtained

Script and contract

5.13.5 The Artist shall be provided a reasonable opportunity to review the part or parts of the script requiring nudity and/or Simulated Sex Acts.

5.13.6 The Artist’s contract will contain a rider which sets out the scope and extent of the Nudity and/or Simulated Sex Acts for review and discussion before signing the contract.

5.13.7 For series such as continuing drama series where the script is not available at point of contract, any scenes requiring Nudity and/or Simulated Sex Acts will be discussed with the Artist.

Performance and filming

5.13.8 Where an Artist has agreed a nudity rider and is subsequently unwilling or unable to perform in the scenes requiring Nudity and/or Simulated Sex Acts, the Producer may employ a body double or doubles.

5.13.9 Persons not necessary to scenes involving Nudity and/or Simulated Sex Acts shall not be admitted to the set while Nudity and/or Simulated Sex Acts are being filmed.

Unused recorded material

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

Continuity photographs

5.13.11 All continuity photographs of the Artist Nude and/or performing Simulated Sex Acts shall be destroyed.

Use of material other than in the production

5.13.12 The Artist’s prior written consent is required for the use of any material where the Artist is Nude and/or performing Simulated Sex Acts other than in the final edited version of the production. This includes, for example, screen grabs for publicity or footage for trailers.

Unauthorised use of material

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

**5.14 Extension of the Engagement Period
(Clause applies to contracts issued on and after 7th September 2020)**

The Engagement Period can be extended by the producer giving notice in writing to the Artist no later than 7 days before the end of the Engagement Period. The extension period starts immediately after the original Engagement Period. Details of the number of days the Engagement Period can be extended by are provided in the chart below.

Original Engagement Period	Up to 20 days	20 – 39 days	40 – 74 days	75 days and over
Extension Period	None	5 consecutive days	10 consecutive days	15 consecutive days

If the Artist wishes to request release from the above in order to accept a professional engagement the Artist needs to write to the producer who must respond within 24 hours although if a request is received on a: (i) Saturday or Sunday the response must be on Monday (or Tuesday if the Monday is a public holiday); or (ii) public holiday the response must be on the next working day (excluding Saturday or Sunday). If the producer does not respond within the timeframes set out above then a release will be deemed to have been agreed. If the producer refuses the Artist’s request then the Engagement Period is extended and the extension will form part of the original contract and the Artist’s engagement fee will not be subject to re-negotiation.

PART TWO - SESSION AND CHORUS SINGERS

6.1 ENGAGEMENT AND REHEARSAL FEES, WORK ENTITLEMENT AND OVERTIME

The asterisked fees below are minimums:

6.1.1 Basic 5 Hours Session

	Work Entitlement/Fees	
Performance and/or rehearsal*	4 hours work in a 5 hours period	£220.00
Overtime for a performance and/or rehearsal session (1 hour and under)	each 6 minutes or part thereof	£14.60
Overtime for a performance and/or rehearsal session (over 1 hour)	each 6 minutes or part thereof	£17.50
Rehearsal immediately before a Basic 5 hours session	each 30 minutes or part thereof	£12.20
Rehearsal session on same day as a Basic 5 Hours Session	3 hours	£80.00
Rehearsal session on a day on which no Basic 5 Hours Session Fee is paid	3 hours	£89.60
Overtime for rehearsal sessions	Each 30 minutes or part thereof	£12.20
Additional Payments		
Performance recorded during a rehearsal session		£59.40
Subsequent Use of Tape ⁴		£27.00

⁴ **Subsequent Use of Tape Fee:** for music recorded in advance of the final performance in a programme by other artists, the tape may be used during all rehearsals of the programme on payment of this fee. The tape may be incorporated into the final programme without further payment

6.1.2 Out-of-Vision Recording Session

Recording session where singers record their contribution in advance of the final recording of the programme.

Session Type	Work Entitlement/Engagement Fee	
Performance and/or rehearsal: 8 singers or less	3 hours	£204.00
Overtime (up to 1 hour): 8 singers or less	each 15 minutes or part thereof	£14.10
Performance and/or rehearsal: more than 8 singers	3 hours	£165.00
Overtime (up to 1 hour): more than 8 singers	Each 15 minutes or part thereof	£12.20

6.1.3 Weekly Engagement

Recording may be in or out-of-vision.

Engagement Type	Work Entitlement/Engagement Fee	
Performance and/or rehearsal*	6 days in a Week	£620.00
Extensions of up to 2 days	Either Basic 5 Hours or Out-of-Vision Recording Session (as appropriate)	6.1.1 or 6.1.2
Extensions of over 2 days*	6 days in a Week	£620.00
Pre- or Post-recording sessions	Either Basic 5 Hours or Out-of-Vision Recording Session (as appropriate)	6.1.1 or 6.1.2
Additional Payment		
Subsequent Use of Tape ⁵		£27.00

⁵ **Subsequent Use of Tape Fee:** for music recorded in advance of the final performance in a programme by other artists, the tape may be used during all rehearsals of the programme on payment of this fee. The tape may be incorporated into the final programme without further payment

6.1.4 Signature Tune, Identifying Items or National Anthems

Session Type	Work Entitlement/Engagement Fee	
Performance and/or rehearsal*	3 hours	£331.00
Overtime	Each 30 minutes or part thereof	£52.50
Rehearsal	Each 30 minutes or part thereof	£12.20
<p>Rights acquired: all rights in all media throughout the world in perpetuity except for UK Primary Television Channels where rights are acquired for a term of 5 years. Additional 5 year periods are acquired on payment of 75% of the then current Signature Tune Fee.</p> <p>NB: this applies only to Signature Tunes recorded on or after 1st January 1995. Signature Tunes recorded prior to this date require no further payment.</p>		

6.2 SUPPLEMENTARY ATTENDANCES

Photographic/Costume Fitting/Make-Up/Hair Sessions, etc. Fees	
Singers engaged on a session basis	Applicable rehearsal fee
Singers engaged on a weekly basis: see below	
Maximum 4 consecutive hours	£30.70
Maximum 8 consecutive hours	£59.40

Trailers	
On a day when no other payment is made (maximum 8 consecutive hours)	£123.00
On a day when another payment is made	£59.40

6.3 OVERDUBBING

Each overdub will attract a payment of 100% of the appropriate fee for performance under either 6.1.1 or 6.1.2 up to a maximum of 300%.

6.4 EXPENSES

The production team will confirm to the Singer the expenses policy for the production at the earliest stage possible.

Where productions move away from their Production Base, the BBC will either provide travel, accommodation and meals or pay the Singer an allowance. The BBC will determine whether an allowance is paid or travel, accommodation and meals are provided. The BBC may also elect to provide certain elements (e.g. lunch) and pay an allowance for other elements (e.g. accommodation).

PART THREE – RECORDINGS OF PRODUCTIONS ALREADY REHEARSED AND PRODUCED BY THIRD PARTIES INCLUDING BBC PROMOTIONS OR PRODUCTIONS

A. ARTISTS - EXCERPTS OF REHEARSALS OR PERFORMANCES

7.1 EXCERPT FEES

Multiples of the fees below may be paid as appropriate for a series of recordings made over a period of time to follow the progress of a particular production, company or management.

Programme Genre	Minutes of programme content	Excerpt Fee – per artist
News Access	Up to 2'	No fee
	Over 2'	£34.20
All	Up to 3'	£51.30
	Between 3'-5'	£78.10
	Between 5'-10'	£265.00
	Over 10' but excluding recordings of full productions	See terms in Part One
Recordings of Full Productions	n/a	See terms in Part Three, Sections B and C
Listings Programmes: recordings of opera and ballet involving a large number of performers	Up to 3'	£214 for all Artists (NB this rate is subject to prior consent from Equity)
All Programmes: recording backstage activity or curtain calls	n/a	No fee

NB: These payments will also be made to directors and stage management staff of productions rehearsed and produced by a third party who:-

- (a) are especially called to attend by the BBC; or
- (b) appear in the transmitted Excerpt; or
- (c) in the opinion of the BBC make a significant contribution to the recording of the Excerpt.

7.2 LOCATION, TRAVEL AND WORK ENTITLEMENT

Recordings will normally be made at the Artist's place of work. Where this is not technically possible a recording of a rehearsal or a performance may be especially arranged by the BBC at a BBC studio or other location. The BBC will then, as appropriate:

- 7.2.1** provide return transport between the Artist's normal place of work and the BBC studio or location and provide reasonable refreshment facilities; and
- 7.2.2** ensure that the Artist returns to his/her normal place of work no later than 30 minutes before the Artist's performance is due to begin; and
- 7.2.3** ensure recordings are completed within three hours (including Travel Time) except where either the Weekly or One Day Engagement Fee(s) are paid where the Work Entitlements detailed in Part One apply

7.3 AGREED RESTRICTIONS

- 7.3.1** The prior consent of all the Artists recorded is required.
- 7.3.2** The BBC agrees that no part of its recording shall:
 - (a) include the denouement of a play unless the denouement is commonly or widely known (such as in the case of the literature of ancient Greece and Rome, Shakespeare);
 - (b) consist of the complete production;
 - (c) interfere with the presentation of the production, for example, change the direction of the production or the actors.

B. SINGERS – ENTIRE PRODUCTIONS AND EXCERPTS OF REHEARSALS AND PERFORMANCES

8.1 Session and Chorus Singers

The prior consent of each Singer recorded is required for third party productions and Equity has agreed to seek the consent of the Singer if requested by the BBC.

Multiples of the fees below may be paid as appropriate for a series of recordings made over a period of time to follow the progress of a particular production, company or management

Minutes of programme content	Fee
Recording backstage activity or curtain calls	n/a
News Access: up to 2 minutes	No fee
News Access: over 2 minutes	£34.20
3 minutes or under	£51.30
over 3 minutes & up to 5 minutes	£78.10
Relay fee / Over 5 minutes (see NB1 and NB2 below)	£154.00
Additional Rehearsal specially called by or for the BBC (NB No payment will be made where rehearsals are scheduled by a third party for its own purposes)	£59.40

NB1: Live or deferred relays of public concerts before a paying audience: the term ‘concert’ excludes entire opera productions, ballet, musicals and performances containing production numbers requiring singers to dance or move about the stage (which is dealt with in Section C below).

NB2: Simultaneous TV/Radio transmissions (live or deferred): the Relay fee (above) allows transmission on both TV and radio.

8.2 London Cathedral Choirs – Lay Clerks

	Work Entitlement/Engagement Fee
Normal Services	See 6.1.1
Special Services (as described by the capitular body)	150% of either 6.1.1. or 6.1.2.
Relay fee / Over 5 minutes	£163
Simultaneous TV/Radio transmissions (live or deferred)	The Relay fee (above) allows transmission on both TV and radio

C. BALLET/DANCE, OPERA AND THEATRE – ENTIRE PRODUCTIONS

9.1 ENGAGEMENT FEES FOR BBC COMMISSIONS

The fees below are for BBC commissioned programmes. Terms for programmes commissioned by other broadcasters or services are subject to discussion with Equity.

The Engagement Fee will be assessed according to the role being played and the artist's normal status in the Company. This condition will apply to negotiable as well as fixed fees. Roles with negotiable fees are marked with an asterisk.

- (a) Fees for the Royal Ballet, English National Ballet, Rambert Dance Company and Northern Ballet (or whatever those companies might be called in the future) are listed below. Other ballet/dance companies' minimum rates are reduced by 20%.
- (b) If a member of the Standard Corps de Ballet dances 3 or more Standard Corps de Ballet roles, that member will be entitled to be paid as Featured Corps de Ballet.

Dancers in either ballet/dance or opera production				
Role	BBC One and BBC Two		BBC Secondary Channels	
	More than 60 minutes	60 minutes or less	More than 60 minutes	60 minutes or less
1 st Category Principal*	£2,030.00	£1,515.00	£1,082.00	£811.00
2 nd Category Principal*	£1,674.00	£1,296.00	£928.00	£690.00
1 st Soloist*	£1,648.00	£1,184.00	£838.00	£629.00
2 nd Soloist*	£1,529.00	£1,078.00	£766.00	£576.00
Featured with at least 2 additional Standard Corps roles	£1,158.00	£843.00	£597.00	£449.00
Featured Corps de Ballet	£1,103.00	£793.00	£563.00	£423.00
Standard Corps de Ballet	£942.00	£696.00	£495.00	£376.00
Minor Corps de Ballet	£763.00	£631.00	£468.00	£336.00

Opera Productions				
Opera Chorus	£942.00	£694.00	£495.00	£376.00
Opera Chorus (step up role)	A supplement to the above fees will be agreed			
Actors and Stage Managers – Ballet/Dance and Opera Productions				
Actors	£640.00	£640.00	£322.00	£322.00
Stage Managers	£1,169.00	£921.00	£658.00	£495.00
Deputy Stage Managers	£921.00	£662.00	£468.00	£354.00
Assistant Stage Managers	£744.00	£572.00	£409.00	£309.00
Cover required by the BBC (per day fee)	£230.00	£230.00	£230.00	£230.00
Theatre Productions				
Actors*	By negotiation with Equity		£640.00	£640.00
Supporting Artists			£322.00	£322.00
Stage Management (All)			£640.00	£640.00

9.2 WORK ENTITLEMENT (EXCLUDING COVER)

- (a) The Engagement Fee entitles the BBC to 3 Work Days made up of either: (i) BBC One and BBC Two commissions - 1 recording and 2 rehearsal days; or (ii) commissions other than those for BBC One and BBC Two: 2 recording and 1 rehearsal day See 9.3 below for Additional rehearsal/recording day provisions and converting rehearsals to recording days
- (b) Where the Company's house rules specify that costumes may not be worn during meal breaks, the BBC will ensure a minimum of 1.5 hours for the main meal.

9.3 ADDITIONAL PROVISIONS FOR WORK DAYS

Day Type	BBC One and BBC Two	BBC Secondary Channels
To convert a Work Day (see above) from rehearsal to recording	£61.50	£29.90
Additional rehearsal day	£63.50	£32.10
Additional recording day	£130.00	£60.90

9.4 STAFF PRODUCERS

Staff Producers of the Company will be paid a negotiable fee if they supply services for the BBC at the BBC's request.

D. TELEVISION COMMERCIALS

10.1 FEATURED ARTISTS - USE OF WHOLE OR PART OF TELEVISION COMMERCIALS

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.

Minimum Fee	£169.00
Rights Acquired	See 11.1
Further Uses	See 11.2

PART FOUR - PROGRAMME AND EXTRACT USES: CONTRIBUTORS EXCLUDING WALK-ONS AND SUPPORTING ARTISTS

Recordings can be used worldwide in all media and by any means of distribution now or in the future known in accordance with this Agreement.

A. PROGRAMMES

11.1 USES ACQUIRED IN THE ENGAGEMENT FEE OR EXCERPT FEE

Payment of the Engagement Fee or Excerpt Fee allows the Transmission of the Artist's/Singer's performance in the relevant Programme whether live or recorded as follows:

ONE OF THE OPTIONS LISTED BELOW IN (i) to (vi). EITHER:	
(i) UK Primary Television Channels	1 Transmission (BBC: either simultaneously or at different times in different BBC Nations/Regions); OR
(ii) UK Secondary Television Channels ¹ (excluding Sky, UKTV)	9 Transmission Periods within a term of 5 years; OR
(iii) Sky, UKTV ² (headline terms)	12 transmission periods within a term of 7 years; OR
(iv) BBC Three Online: long-form	27 months availability within a term of 5 years and 3 months ³ NB Plus mandatory additional payment - 65% of the Artist's Residual Basic Fee to acquire: (i) 1 x BBC One or BBC Two TX post-2200; and (ii) an Additional Use as described in 11.2.2.1 (iii); OR
(v) BBC New Media Services (including BBC Three Online: short-form content)	Term of 5 years ³ ; OR
(vi) Commissions not covered by (i)-(v)	As discussed and agreed with Equity; OR
(vi) Opening and Closing Sequences - Series	13 episodes of the same Series;
AND THE FOLLOWING:	
Additional Material: subject to no further attendances being required the BBC may incorporate additional material in any DVD (or similar home entertainment media) incorporating the programme made pursuant to this Agreement. Additional Material may also be used for Promotional Purposes in all media provided that no separate revenue stream is created. For the avoidance of doubt should Additional Material be used outside a promotional context the terms of this Agreement will apply to material containing performances	
Contribution to Trailers: unlimited use	
One transmission of a sign language version of the Programme within 7 days of the 1 st Transmission and between the hours of 0100-0600	
World Non-Theatric rights, exhibition in TV & film festivals where there is no commercial gain from that festival for the producer and for private purposes of the producer/commissioner, BFI, National Sound Archive and other archive or similar bodies	
+1 Channel transmission	
Extract use as follows: (i) for the purposes of continuity extracts from previous episodes may be shown at the beginning of the other episodes (ii) for Programme Promotional and Publicity purposes extracts may be used either between Programmes or as parts of other programmes and as corporate promotion (iii) in Opening and Closing Sequences where the Artist is engaged for at least half of the total number of episodes of a Series or a given cycle of any Series	
Footnotes: 1. For BBC Next Episode Premieres and Co-Commissions see additional terms in Appendix 7 2. UKTV/Sky: Equity's agreements with UKTV and Sky apply (details can be obtained from Equity or the broadcaster) 3. on expiry of the licence period, there shall be no obligation on the BBC to takedown or break any links to content published by the BBC on the third party websites during the licence period.	

11.2 FURTHER USES

The fees below apply to uses other than those acquired in the Engagement or Excerpt Fee (see paragraph 11.1 above).

Residual and Royalty payments

UK Primary Television Channel repeat fees and other residual fees are expressed in this Agreement as a percentage of the Residual Basic Fee ('RBF') whereas royalty payments are a percentage of income (as specified in 11.2.2.2) shared pro-rata according to the Artist's RBF. See Appendix 4 for the fees included and excluded in the RBF.

Advance Payments

The BBC may pay an advance against uses which whilst not nominated in the Contributor Contract will however be confirmed at the point of exploitation of the use or uses. If the advance payment is less than the value of the residual or royalty payment(s) due for that form or forms of exploitation a top-up payment or payments will be made.

11.2.1. Commissioning UK Broadcasters' Uses

(i) UK Primary Television Channel Repeat Fees

The repeat fees below allow one transmission on a UK Primary Television Channel and, for BBC One and BBC Two, transmissions at different times in BBC Nations or BBC Regions. The fee also allows a transmission on a '+1' channel.

(a) Repeat Fees

REPEAT YEAR (FROM 1 st TRANSMISSION)	SLOT	HOURS	PERCENTAGE OF RESIDUAL BASIC FEE	
3 years	Peak	1800-2229	55%	
	Daytime	0900-1759	27.5%	
	Night-time	2230-0900	13.75%	
over 3 years and up to 5 years	Peak	1800-2229	60%	
	Daytime	0900-1759	30%	
	Night-time	2230-0900	15%	
Over 5 years	Peak	1800-2229	60%	+ enhanced by percentages in Appendix 5
	Daytime	0900-1759	30%	
	Night-time	2230-0900	15%	

(b) Narrative Repeat Fees

Narrative repeat fees are 75% of the repeat fees in Clause (a) above.

(c) Repeats of UK Secondary Television Channel commissions on a UK Primary TV Channel

If a UK Secondary Television Channel commission is repeated on a UK Primary Television Channel less than 2 months following its first UK transmission then the mandatory additional uses pre-purchase of 35% applies (see 11.2.2.1 (a)(iii)).

(d) Repeats on BBC One and BBC Two of named BBC programmes – see Appendix 6 for details

(ii) BBC Three long form and BBC Primary Channel Transmission (Off-Peak)

Wherever there is a requirement to transmit BBC Three long form programmes on a BBC Primary Channel an additional 65% of the artist's RBF will be paid and will acquire: (i) a transmission after 2200 hours on BBC One or BBC Two, and; (ii) the Mandatory Additional Use Pre-Purchase (see 11.2.2.1 (iii) – see page 48).

(iii) UK Secondary Television Channels and BBC Three Online

Programmes may be repeated on a UK Secondary Television Channel or made available on BBC Three Online on payment of a royalty (see section 11.2.2.2 (a)) which is applied as follows:

- (a) BBC Secondary Channels and BBC Three Online: to a notional programme price (see Appendix 7)
- (b) Commissioning broadcaster’s own UK Secondary Television Channels: as agreed by the broadcaster and Equity or where no agreement exists, between the appropriate parties.

(iv) UK Broadcaster catch-up and on-demand services

These uses are subject to agreement between the broadcaster and Equity.

See Appendix 8 for details of the BBC’s collective licence with Equity for the BBC’s catch-up service.

(v) Opening and Closing Sequences

Fee	Rights
Additional 100%	Right to include the recording in a further 13 episodes of the same series

(vi) Theatre Excerpts – alternative pre-purchase terms

Fee	Rights
Additional 100%	All UK television rights in perpetuity

11.2.2. Additional Use Payments

These are payments for uses other than those described in 11.2.1 (above).

11.2.2.1 Residual Provisions

- (a) All Programmes and contributions except those listed below in (b) and (g)

RIGHTS	TERM	
	7 YRS	10 YRS
All rights in all media throughout the world except the rights listed below:		
(i) UK and US Television, World Theatric, UK Home Entertainment	45%	53%
OR		
(ii) UK and US Television, World Theatric, World Home Entertainment	35%	42%
RIGHTS	PER TRANSMISSION	
USA: 1 st Network TX (prime time)	75%	
2 nd Network TX (prime time)	25%	
Thereafter per TX (prime time)	15%	
USA: 1 st Network TX (non-prime time)	35%	
2 nd Network TX (non-prime time)	7.5%	

RIGHTS	TERM			
	5 YRS	7 YRS	10 YRS	15 YRS
UK: Theatric (unlimited use)	-	15%	20%	
USA: Theatric (unlimited use)	-	15%	20%	-
World (ex UK and USA): Theatric (unlimited use)	-	15%	20%	-
USA: PBS Network	-	15%	20%	-
USA: PBS Syndication	-	7%	10%	-
USA: Syndication (full)	-	25%	35%	-
USA: Basic cable	-	10%	12%	-
USA: Major Pay	-	30%	40%	-
*USA: broadcaster affiliated SVOD service	-	3%	n/a	-
**UK: DVD	-	5%	n/a	-
UK: DTO/DTR	-	2%	n/a	-
US: DTO/DTR (applicable where fees described in table on previous page have not already been paid)	-	2%	n/a	-
World (ex UK and US): DTO/DTR (applicable where fees described in table on previous page have not already been paid)	-	2%	n/a	-
UK: Secondary Television Channels	-	7%	10%	-
CBBC/CBeebies TV	5%	-	-	-
CBBC/CBeebies Online <i>NB</i> Term is 4 years (years 2 – 5). The initial year of use is paid via the BBC's Collective Licence – see Appendix 8, 1.1)	2.5% (see <i>NB</i>)	-	-	-
World (ex UK and US) VOD (all forms): Top Up Payments (NB the 10 or 15 years options apply where World (ex UK & US) VOD rights have already been pre-purchased – see table on previous page)	Included in rights package in table on previous page		2%	5%
*Primary Window: UK SVOD (single SVOD platform)	7%	8%	9%	11%
*Primary Window: US SVOD (single SVOD platform)	15%	16%	18%	21%
*Primary Window: North America SVOD (single SVOD platform)	16%	17%	19%	22%
*Secondary Window: UK SVOD/AVOD (unlimited platforms)	6%	7%	8%	10%
*Secondary Window: US SVOD/AVOD (unlimited platforms)	13%	14%	16%	19%
*Secondary Window: North America SVOD/AVOD (unlimited platforms)	14%	15%	17%	20%
RIGHTS	TERM			
(Holdback (HB) term from first television transmission)	7 YRS	7YRS	10 YRS	10 YRS
	HB: 6 months	HB: 12 months	HB: 6 months	HB: 12 months
*Secondary Window: UK SVOD (single SVOD platform)	6%	4%	7%	5%
*Secondary Window: USA SVOD (single SVOD platform)	10%	8%	12%	10%
*Secondary Window: North America SVOD (single SVOD platform)	11%	9%	13.5%	11.5%
RIGHTS	TERM: YEAR 16 ONWARDS			
UK SVOD	Additional 0.25% each year			
US SVOD	Additional 0.5% each year			
World (ex UK and US) SVOD	Additional 0.25% each year			

***VOD: Additional Information –**

- **Affiliated SVOD:** exploitation on a service owned, operated or affiliated to a US broadcaster which does not form part of a TV subscription package e.g. HBO Now. Services included in the viewers TV subscription package such as HBO Go are included in the payment for HBO TV i.e. the 30% for Major Pay Cable.
- **Primary window:** programme can be made available as required and the term commences from first use on the SVOD platform
- **Secondary window SVOD/AVOD (unlimited platforms):** programme can be made available after the first television transmission and the term commences from first use on the SVOD/AVOD platform
- **Secondary window SVOD (single platform) with holdback:** programme can be made available after the holdback period (either 6 or 12 months) and the term commences from first use on the SVOD platform

**** BBC Studios Distribution:** pre-purchases up to 75,000 units. Once this sum is exceeded, the royalty applies.

NB: there is no restriction on the term

(i) Commencement of term

The terms described above start from first use of the programme except where otherwise stated.

(ii) Payment for Additional Uses on expiry of term

When a pre-purchase of rights expires the Agreement in force at the time of use applies and the BBC has the option to pay the Artist under either the residual or royalty provisions.

(iii) Mandatory Additional Uses Pre-Purchase – UK Primary TV, BBC Three long-form commissions and UK Secondary TV Commissions with UK Primary TV Channel repeat (less than 2 months)

The Mandatory Additional Uses Pre-Purchase applies to UK Primary Television Channel commissions. It also applies to: (i) BBC Three long-form commissions whilst there is a requirement to repeat these commissions on BBC One or BBC Two (NB the 35% referenced below is **included** in the 65% payment referenced in 11.1 and 11.2.1.(ii) – on pages 44 and 45), and; (ii) UK Secondary Television Channel commissions where the programme is repeated on a UK Primary Television Channel less than 2 months following the programme’s first UK transmission.

Artists must be paid an additional 35% of their Residual Basic Fee to pre-purchase one of the following:

either;

- all rights in all media except UK and US Television, world Theatric + world Home Entertainment (7 years);

or

- as a payment towards US Television including North American SVOD rights (7 years). NB if the value of the rights selected exceeds 35% then the difference must be paid, but if the value of the rights selected is less than 35% then the difference may be set-off against other US Television or North American SVOD rights.

The Artist’s contract must detail which of the above rights have been pre-purchased. It is, however, possible to change the rights selected up to 12 months from either first use (e.g. broadcast or making available) by the commissioner or first sale of the programme whichever is the earlier. The artist must be notified in writing in advance of the change. If advance notice is not given the original selection applies.

(b) Factual Programmes

These payments can be made either at point of contract or exploitation.

Content	Additional Payment	Rights acquired in perpetuity
50% or less drama	60%	all rights throughout the world in perpetuity excluding UK Primary Television Channels and US Networks
More than 50% drama	80%	
50% or less drama	50%	all rights throughout the world in perpetuity excluding all UK uses and US Networks
More than 50% drama	70%	

(c) Non-drama/light entertainment programmes containing 50% or less drama content

The terms below apply to non-drama/light entertainment programmes containing 50% or less content contracted using the BBC/Equity Television Agreement. These payments can be made either at point of contract or exploitation.

Where payment(s) has been made for a selected form of exploitation and subsequently all rights are required a top-up payment can be made (e.g. 125% would be paid for all rights in all media throughout the world (excluding BBC One and BBC Two) if World Non-Paying Audience has been previously acquired and paid).

Additional Payment	Rights acquired in perpetuity
100%	All rights in all media throughout the world (excluding the UK)
150%	All rights in all media throughout the world (excluding UK Primary Television Channels)
35%	World Standard Television (excluding UK Primary Television Channels)
20%	World Standard Television (excluding UK Primary Television Channels) – Programmes previously sold
30%	World Non-Standard Television
20%	World Non-Standard Television – Programmes previously sold
25%	World Non-Paying Audience*
5%	World Trapped Audience*
*payable on contracts issued before 1st October 2014	

(d) Voice-only performances – dramatised reading

Additional Payment	Rights acquired in perpetuity
100%	All rights throughout the World excluding UK Primary Television

(e) Opening and Closing Sequences

Additional Payment	Rights acquired in perpetuity
100%	All rights throughout the World excluding UK Primary Television and US Networks
150%	All rights throughout the World excluding UK Primary Television

(f) Theatre Excerpts – alternative pre-purchase terms

Additional Payment	Rights acquired in perpetuity
100%	All rights throughout the World excluding UK Primary Television

(g) Session and Chorus Singers – Signature Tune, Identifying Items or National Anthems

See paragraph 6.1.4

(h) Sales to UK Primary TV Channels

The repeat fees in paragraph 11.2.1.(i) (a) apply.

(i) Alternative pre-purchase arrangements

The appropriate royalty (see section 11.2.2.2 (a) for royalty percentages) can apply based on a notional income derived from the standard rates for the form of exploitation in question.

11.2.2.2. Royalty Provisions

(a) **All forms of exploitation except those detailed in (b) - (c)**

Artists will receive a share of the following Royalty Fees.

Programme Type	Royalty
All Programmes except those listed below	17%
Opera, Ballet and Pop Music where performers are engaged under both BBC/Equity and BBC/Musicians' Union Agreements	21% shared with performers engaged on BBC/Musicians' Union contracts

Additional Terms: amounts on which the Royalty Fees are based

The Royalties above are based on a percentage of the BBC's Gross Receipts depending on the type of exploitation and whether distributed by the BBC or a third party:

Type of Exploitation	Distributor	Amounts on which to base the Royalty
DVD Rights	BBC	100% of BBC's Gross Receipts minus the following costs: origination, duplication, packaging, distribution and marketing
	Third party	100% of BBC's Gross Receipts
DTO/DTR	BBC through its own service	70% of BBC's Gross Receipts
	BBC through a third party service	85% of BBC's Gross Receipts
	Third Party	100% of BBC's Gross Receipts
VOD - Video-on-Demand	BBC through its own service	70% of BBC's Gross Receipts

(b) **Theatric Rights**

Programme Type	Royalty	
Previously broadcast or made available	20% of Theatric gross receipts. Theatric gross receipts is defined as all monies received by BBC or BBC Studios Distribution from the exploitation of Theatric Rights less: (a) distribution expenses (which includes marketing expenses) and; (b) all costs incurred in converting the Programme to a form and format suitable for theatric release	
Theatric release is simulcast with the first broadcast/ making available	An advance payment (the level of which depends on the number of screens – see below) which is recoupable against a royalty of 20% of Theatric gross receipts	
	Screen Numbers	Advance
	0 - 200	£50
	201 – 700	15% Artist's RBF
	701 – 1700	20% Artist's RBF
	1701 – 3000	25% Artist's RBF
	3001 – 4500	30% Artist's RBF
	4501 – 6000	35% Artist's RBF
	6001 - 7500	40% Artist's RBF
7501 – 9000	45% Artist's RBF	
9001 - unlimited	50% Artist's RBF	

(c) Soundtracks – Audio Publishing Rights

Physical Product: the royalty payment will be based on Gross Receipts in respect of the sale of the recordings less returned (i.e. unsold) recordings.

Other Product (e.g. download-to-own): the royalty payment will be based on Gross Receipts in respect of the sale of the recordings less returned (i.e. unsold) recordings. In respect of recordings made available from a BBC or BBC Studios Distribution operated site the royalty will be based on Gross Receipts minus 30% to cover platform costs.

All Performances except Single Voice (see below)

Royalty	Form of Exploitation/Territory
8.35%	Sales of 20,000 copies and under: UK and BBC audiobooks released in North America
9.47%	Sales of 20,001 copies and over: UK and BBC audiobooks released in North America
4.18%	Sales of 20,000 copies and under: (a) outside the UK and North America, (b) through audio/book clubs and/or by mail order (c) as budget re-issues
4.74%	Sales of 20,001 copies and over: (a) outside the UK and North America (b) through audio/book clubs and/or by mail order (c) as budget re-issues
9.47%	Dramas and multi-voice readings licensed to a third party in North America
8.35%	Extract rights

Single Voice Performance

Sales of Copies	Form of Exploitation/Territory	
	Royalty: UK & BBC audio books released in North America	Royalty: Ex-UK and BBC audio books released in North America; audio/book clubs and mail order; budget re-issues
Up to 50,000	4%	2%
50,001-100,000	5%	2.5%
100,001-150,000	6%	3%
150,001 or more	7%	3.5%
n/a	7%	Licensed to a third party in North America
	4%	Extract Rights

11.2.2.3. Additional Uses covered by a collective licence (see Appendix 8, 1.2.1)

- BBC Studios Distribution: Online Clip Agreement

11.2.3. Accounting Provisions – Commercial Payments

The BBC shall render to the Artist/Singer a statement of all payments due during each six month period delivering each such statement within three months of the end of the relevant period together with a remittance in respect of all of sums shown to be due. The payment shall be accompanied by an explanation of how the amount due to the Artist/Singer is calculated. Unless specifically demanded no statements will be rendered nor payments made in respect of any six month period in which the sum due to the Artist/Singer is less than £25 in which case the amount will be carried forward to the next accounting date. The Artist/Singer or their authorised representative or agent shall upon giving the BBC prior written notice thereof but not more than once in any calendar year and during the business hours only be entitled to examine the records of account and take copies relating to exploitation of commercial rights which examination shall be at the expense of the Artist/Singer unless errors to the disadvantage of the Artist exceeding 10% (but subject to a minimum of £156) shall be disclosed in which case the cost of such examination shall be paid by the BBC and if no notice requiring such examination has been given to the BBC within 12 (twelve) months of receipt of any statement of account and if at the end of that period there is no other dispute relating to such statement the Artist/Singer shall be deemed to have agreed such statement and to have waived any claim in relation to it.

The Artist/Singer shall keep any confidential information regarding the affairs of the BBC or any third parties which come to the attention of the Artist/Singer as a result of the examination or otherwise strictly confidential provided that the Artist/Singer may disclose such information to the Artist/Singer's professional advisers and the BBC reserves the right to require any professional representative of the Artist/Singer who examines the records of account to sign an undertaking of confidentiality in similar terms to that given by the Artist/Singer herein.

Home Entertainment only: the BBC shall: (i) be entitled to set aside as a reserve against returns 20% of the royalties due as shown on each statement of account and such reserve shall be liquidated on the statement of account for the following period, and (ii) and render to the Artist/Singer the number of DVDs sold during each six month period after its first issue for sale to the general public delivering each such statement within three months of the end of the relevant period together with a remittance in respect of all of sums shown to be due.

When granting any commercial rights to a third party distributor, the BBC shall ensure the terms of such licence shall include an audit clause which is sufficient to enable the BBC to comply with the provisions of this clause 11.2.3

11.2.4. Quit Clause

Where in respect of performances contracted in accordance with this Agreement the Artist/Singer is entitled by law to receive from domestic or foreign collecting societies equitable remuneration or other forms of income additional to that arising under this Agreement nothing in this Agreement shall prevent the Artist/Singer from laying claim thereto. The Artist/Singer shall not be obliged to account to the BBC for any such income to which the Artist/Singer is entitled. For the avoidance of doubt, the Artist/Singer authorises Equity to collect income from the Educational Recording Agency in respect of use of their performance in educational establishments and to use any payments due to Artists/Singers who cannot readily be identified or which it is not practicable to distribute for any other reason, for the general benefit of Artists/Singers in such ways as Equity may approve. The Artist/Singer grants to Equity and the BBC every consent necessary under the Copyright Designs and Patents Act 1988, or as subsequently amended, in respect of such use of their performance in educational establishments.

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

Such income includes but is not limited to equitable remuneration in respect of the off air recording right, the cable retransmission right, blank tape levies or machine levies the lending right and rental right and any other right from time to time provided for by the law of any jurisdiction. For the avoidance of doubt, income in respect of the 'off air recording right' does not include income from the Educational Recording Agency in respect of use of the Artist's/Singer's performance in educational establishments, such income is authorised by the Artist/Singer to be collected by Equity pursuant to the first paragraph within this clause 11.2.4.

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

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

11.2.5. Use of Photographs

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

PART 4 - B. PROGRAMME EXTRACTS: CONTRIBUTORS EXCEPT WALK-ONS AND SUPPORTING ARTISTS

For Walk-ons and Supporting Artists (UK Primary Television) see 14.2.

12.1 ALL PROGRAMMES EXCEPT COMPILATION PROGRAMMES

The consent of the Artist is required for the use of an Extract which criticises or ridicules the Artist’s performance or for an Extract which is of an explicitly sexual nature or which features full frontal nudity.

GENRE AND/OR EXTRACT USES	CONTRIBUTOR (EXCEPT WALK-ONS AND SUPPORTING ARTISTS)	LENGTH	EXTRACT FEE – RIGHTS ACQUIRED: SEE OPTIONS IN PARAGRAPH 11.1 (i)-(v)	ADDITIONAL PAYMENTS – ALL ADDITIONAL USES IN THE UK	ADDITIONAL PAYMENTS – ALL USES EX-UK
All genres except Schools programmes	Variety Acts	Up to 1 minute	£43.00	100%	100%
		Up to 2 minutes	£79.20	100%	100%
	All except Variety Acts	Up to 1 minute	£43.00	100%	100%
		Up to 4 minutes	£79.20	100%	100%
Schools	All except Variety Acts	Up to 5 minutes	£79.20	100%	100%
Obituary Features	All	10 minutes with no Extract to exceed 2 minutes	Donation of £244 to the Equity Benevolent Fund or another agreed charity		

PROGRAMME EXTRACT FEES/12.1 CONTINUED

GENRE AND/OR EXTRACT USES	CONTRIBUTOR (EXCEPT WALK-ONS AND SUPPORTING ARTISTS)	LENGTH	EXTRACT FEE	ADDITIONAL PAYMENTS – ALL ADDITIONAL USES IN THE UK	ADDITIONAL PAYMENTS – ALL USES EX-UK
Flashback/Flashforward	All	Up to 2 minutes	£93.00 per episode (all uses)	no further payment	
Historic and Reminiscent	All	Up to 1 minute	no payment		
BBC Online: extracts for general promotional, historical, background or reminiscent use	All	Up to 1 minute	no payment		
TV Extracts in Radio (all genres)	Radio terms and conditions apply to TV Extracts featured in radio programmes				
Radio Extracts in TV (all genres)	Television terms and conditions apply to radio Extracts featured in television programmes				

12.2 COMPILATION PROGRAMMES – EXTRACT PROVISIONS

There is no limit to the length or number of Extracts which can be incorporated into a Compilation Programme. Additional Uses must be paid under the terms described in Part 4, Section A, paragraph 11.2.

12.2.1 UK Primary Television Channels

Contributor-type	Fee to acquire initial uses (see Part 4, Section A, paragraph 11.1 for details)
Artist	Either: (i) Artist’s highest Residual Basic Fee from the Programmes featured in the compilation multiplied by the appropriate repeat fee Or (ii) subject to the prior consent of the Artist, a payment of no less than £313 per programme. NB There is no mandatory pre-purchase of Additional Uses for Compilation Programmes.
Singers	Session rate in force at the time of production of the Compilation Programme

12.2.2 UK Secondary Television Channels and BBC Three Online

Contributor-type	Fee to acquire initial uses (see Part 4, Section A, paragraph 11.1 for details)	
	Aggregate clips	Fee
Artists – Regulars in the Series	Up to 1 minute	£154.00
	1-5 minutes	£339.00
	Over 5 minutes	25% of the highest Residual Basic Fee from the Programmes selected featuring that Artist with a floor of and a maximum of
Artists – Non-Regulars in the Series	2 minutes or less	£77.00
	2-5 minutes	£116.00
	5-10 minutes	£339.00
Singers	No restriction	50% of the session rate in force at the time of production

PART FIVE – TERMS THAT APPLY TO WALK-ONS AND SUPPORTING ARTISTS

SECTION A: TERMS OF ENGAGEMENT (ENGAGEMENT FEES & ADDITIONAL FEES)

13.1 ENGAGEMENT FEES – ONE WORK DAY	WALK-ONS	SUPPORTING ARTISTS
Engagement Fee - one episode (Day Work)	£106.80	£86.40
Engagement Fee: one episode (Night Work)	£129.20	£94.60
Two or more episodes recorded in one day or night	Additional 50% of the above fees	
NB 1: The Engagement Fee allows the producer to request the artist to provide a contemporary outfit to perform in		
NB 2: Contributors required to speak dialogue or provide characterisation or in some other way contribute more to a role than permitted under Part Five will be contracted under Part One of this Agreement		
NB 3: Length of Hair: The production will specify the hair length and/or any other special requirement when offering the engagement. Hair cutting might be required but if the production does not inform the artist or his/her agent of the length of hair required the BBC will either permit the artist to fulfil the engagement without hair cutting or replace the walk-on/supporting artist but pay him/her in full		
13.2 ADDITIONAL FEES		
13.2.1 SUPPLEMENTARY ATTENDANCES – PAYMENT FOR HOURS OR DAYS OF WORK OUTSIDE THE WORK ENTITLEMENT DETAILED IN 13.1 AND 13.3		
Rehearsal – Day Work	£86.40	
Rehearsal – Night Work	£94.60	
Overtime – Day Work: per hour or part	£16.30	£13.10
Overtime – Night Work ⁶ : per hour or part	£21.80	£16.30
Overtime – rehearsal: (a) daytime (b) night-time	(a) £13.10 (b) £16.30	
Costume fittings and make-up tests: up to 8 hours	£46.70	
Costume fittings and make-up tests: up to 4 hours	£25.10	
Haircut session (on a day other than a work day)	£24.75	
Audition	£18.10	

⁶ Night Work Overtime: this applies to work that extends unforeseen into Night Work and Night Work that extends into Day Work.

13.2.2 COMPENSATION FOR LEAVE NOT TAKEN (payments due when it is not possible to schedule a half or full day holiday)		
	WALK-ONS	SUPPORTING ARTISTS
Payment in respect of holiday not taken: work days	£11.22	£8.87
Payment in respect of holiday not taken: costume fitting and make-up test: (a) 8 hours day; and (b) 4 hours day	(a) £5.60 (b) £3.05	
13.2.3 MISCELLANEOUS PAYMENTS		
Special Skills e.g. riding horses, driving vehicles, fencing: per day		£41.00
Nudity i.e. full nudity for men, full or substantial nudity (e.g. topless) for women: per day		£58.60
Simulated sexual acts (with or without nudity): per day	Negotiable – where appropriate Part 1 fees apply	
Unusually strenuous work/work in unusual discomfort	Negotiable	
Very short haircut by current standards. Haircut must be agreed in advance by the artist		£25.25
Provision of a second contemporary outfit to perform in – per additional outfit: per day		£11.50
Provision of evening dress of specialist clothing to perform in (e.g. morning dress, military or other uniform) – per additional outfit: per day		£24.10

13.3 WORK ENTITLEMENT

The Engagement Fees entitle the production to the following:

13.3.1. Work Days

There are two options and a production may use both:

- (a) a continuous period of 9 hours to include up to 8 hours of Work and a meal break of not less than one hour. An aggregate of up to 30 minutes Travel Time may be scheduled over and above 9 hours without additional payment; or
- (b) provided that agreement has been reached between the BBC and the Walk-On and Supporting Artist a continuous working period of seven hours without a meal break ('Continuous Work Day'). Such continuous periods will normally take place between 07.00 hours and 19.00 hours, or 20.00 hours and 08.00 hours.

The working day commences when Walk-ons or Supporting Artists are called to provide their services or asked to meet at an assembly point. The working day ends when Walk-ons or Supporting Artists are released or returned to the assembly point.

13.3.2. Periods of Work

A maximum of 6 consecutive hours except for Continuous Work Days (see Clause 13.3.1 (b)). When the Walk-On or Supporting Artist is called before 0800 a break for a drink will normally be given by 1000.

13.3.3. Expenses

The production team will confirm to the Artist the expenses policy for the production for walk-ons and supporting artists at the earliest stage possible.

If an artist is called before or after a time when public transport is available, the BBC will provide transport home. If the BBC is unable to provide such transport and the artist is required to stay overnight away from his/her home, the BBC will:

- (i) pay subsistence at the agreed current rates; or
- (ii) provide appropriate meals and accommodation.

13.3.4 Timing of Payments

Subject to the BBC being in receipt of a signed release form, the Walk-on or Supporting Artist will be paid their Engagement Fee not later than seven days after the work is complete and where possible this payment will include any additional payments.

SECTION B: PROGRAMME AND PROGRAMME EXTRACT USES

Recordings may be used worldwide in all media and by any means of distribution now or in the future known in accordance with this Agreement.

14.1 PROGRAMMES

14.1.1. Engagement Fee Uses

Payment of the Engagement Fee entitles the BBC to transmit the Walk-On’s and Supporting Artist’s performance in the relevant Programme whether live or recorded and as follows:

Performer	Rights Acquired
Supporting Artists	All Further Uses throughout the world in all media and by any means of distribution now or in the future known
Walk-ons	As Supporting Artists, but excluding: (i) the second and subsequent transmissions on BBC One/Two (other than a repeat of a sign language version of the programme and ‘+1’ Channel transmissions), and (ii) extract use in programmes commissioned by UK Primary Television Channels (other than extracts in Trailers, including specially shot Trailers made during the Work Day)
Walk-ons	Specially shot - Opening and Closing Sequences: use in 13 episodes

14.1.2. UK Primary Television Channels: Walk-Ons

(a) Fees for repeats (other than Narrative repeats)

The repeat fees below allow one transmission on a UK Primary Television Channel and for BBC One and Two transmissions at different times in BBC Nations or BBC Regions. The fee also allows a transmission on a ‘+1’ channel.

Slot	Hours	Percentage of residual basic fee
Peak	1800-2229	100%
Daytime	0900-1759	50%
Night-time	2230-0900	25%

(b) Narrative Repeat Fees – All except those listed in (c) below

Narrative repeat fees are 75% of the repeat fees in Clause (a) above.

(c) Narrative Repeat Fees – Pre-purchase of repeats of programmes named in Appendix One

A fee of 50% of the Residual Basic Fee applies to programmes named in Appendix One where a narrative repeat fee has previously been purchased at the point of contract.

(d) Repeats of named BBC programmes on BBC One or BBC Two

See Appendix 6 for details.

14.2 PROGRAMME EXTRACTS

14.2.1. UK Primary Television Channels: All Genres Except Compilation Programmes

Extract Length	Fee per Walk-On	Rights Acquired
Up to 1 minute	£27.10	All Rights throughout the world in all media and by any means of distribution now or in the future known
Over 1 minute – up to 4 minutes	£43.30	
Schools only: Over 1 minute – up to 5 minutes	£43.30	

NB: The consent of the Walk-On is required for extracts of an explicitly sexual nature or which criticise or ridicule the artist’s performance.

14.2.2. UK Primary Television Channels: Compilation Programmes

Length of Extract(s)	Fee per Walk-On	Rights Acquired
No limits	The one day engagement fee in force at the time of production	See Part 5, Section B, 14.1 NB: Further uses as Part 5, Section B, 14.1.2

14.2.3. Commissions for services other than UK Primary Television Channels

No payment is due, although the terms of 14.2.1 and 14.2.2 apply if the programme has a second or subsequent transmission on a UK Primary Television Channel.

PART SIX: ADDITIONAL DIALOGUE RECORDING ('ADR')

ADR is where certain dialogue and sounds are recorded by an ADR Artist during post-production. The ADR Artist will use their language, accent, musical skills and specialist knowledge to create authentic dialogue and sounds for the Programme.

15.1 ENGAGEMENT FEES AND WORK ENTITLEMENT

Engagement fees for 4 hours session	
1 st episode	£196
2 nd episode in a session	£65.50
3 rd and subsequent episode in a session	£39.00 per episode

15.2 RIGHTS ACQUIRED IN ENGAGEMENT FEE AND FURTHER USE PAYMENTS

Rights detailed in 11.1	Fees detailed in 15.1 above
All rights throughout the world (excluding the UK)	10% x Residual Basic Fee
Two transmissions on a UK Primary Television Channel and all Further Uses in the UK excluding fourth and subsequent transmissions on a UK Primary Television Channel	20% x Residual Basic Fee
Fourth and subsequent transmissions on a UK Primary Television Channel	See 11.2.1.1. (a)

For the fees outlined above the ADR Artist may for:

- sound synchronised to match on-screen figures movements: create dialogue or perform scripted material (see 'Additional Terms' below for Post-sync'ing an Artist's line of dialogue)
- sound synchronised to match on-screen picture: provide general dialogue and/or vocals (e.g. crowd reaction, background conversation)
- Wild tracks: provide general dialogue and/or vocals

15.3 ADDITIONAL TERMS

The ADR Artist may:

- Post-sync an Artist's line of dialogue: see Post-sync Session terms - Clause 1.3.2
- Record wild tracks and up to ten words spoken relating to on-screen scenes: see Part Five – Terms that apply to Walk-Ons and Supporting Artists

PROGRAMMES WHICH CAN BE CONTRACTED UNDER WEEKLY/DAY FEE TERMS AND CONDITIONS

The following programmes can be contracted under weekly/day fee terms (see Clauses 1.1.1, 1.1.3(a) and 1.2.1). There is no requirement to pay the Mandatory Additional Uses Pre-Purchase.

CONTINUING DRAMA SERIES

- Casualty
- Doctors
- EastEnders
- Holby
- Pobol Y Cwm
- River City

RETURNING SERIES

If there is a returning series not listed below the BBC will discuss its inclusion with Equity.

Where there has been a significant break in the production of a series (e.g. should a series such as Only Fools and Horses return) it is anticipated that the episodic fee structure (see Clauses 1.1.2, 1.1.3 (b), 1.2.2) and Mandatory Additional Use Pre-Purchase payment (Clause 11.2.2.1.(a)(ii)) will apply unless otherwise agreed with Equity.

- A Year in the Life of a Year
- Citizen Khan
- Clique
- Doctor Who
- Double Busy (Series 1)
- Famalam
- Father Brown
- Hold the Sunset
- Inside No. 9
- Luther
- MotherFatherSon
- Mr Winner
- Mrs Brown's Boys
- Our Girl
- Scarborough (Series 1)
- Shakespeare and Hathaway
- Silent Witness
- Still Game
- Still Open All Hours
- This Country
- Tracey Breaks The News
- Two Doors Down
- Upstart Crow
- Vic and Bob's Night Out

ADDITIONAL ENGAGEMENT TERMS

1. Continuing drama series and commissions for BBC Daytime - Minimum Engagement Fee, Work Entitlement and Programme Duration

Minimum Engagement Fee	£1,030
Work Entitlement	2 weeks
For programmes of no more than	35 minutes
All other terms and conditions	As per Agreement

2. Pobol Y Cwm

Terms and conditions available from BBC Wales and Equity

3. Continuing Drama Series

Item	Additional terms
EastEnders & Holby: Walk-ons and Supporting Artists	a contribution of £9.80 per artist per day will be paid for travel to Elstree
EastEnders: Equity Pension Scheme - Contributions	Producer: 5% weekly fee up to a maximum of £148.80 per week
	Artist: 2.5% x weekly fee up to a maximum of £74.20 per week

4. Contributions Not Intended for Broadcast or Any Form of Exploitation

The terms below are for contributors excluding Walk-Ons and Supporting Artists.

(a) Engagement Fee and Work Entitlement

Type of Day	Work Entitlement	Minimum Engagement Fee
Performance/Rehearsal days	8 hours work within a period of 10 continuous hours	£134.00
Rehearsal only days	3 hours	£35.10 (fixed fee)
NB: No rights are acquired in the above contributions (see table below for additional payments for subsequent uses)		

(b) Rights

Subsequent Uses	Additional Payment
Television Training Productions – Sales	An additional 100% of the above fee acquires all uses of the content for training purposes only
Other Productions: First Broadcast and Additional Uses	The above fee will be negotiated to no less than the appropriate Minimum Engagement Fee in Parts One and Two and a separate Contributor Contract issued. All Programme and Extract Uses as described in Part Four.

5. BBC Trailers and idents

These terms apply to contributors engaged to perform in BBC Trailers and idents. NB The terms and conditions in Parts One, Two and Four apply to Artists and Singers already engaged for the Programme for which the trailer is being produced.

Contribution	Fee	All Additional Uses
Artists contracted under Part One terms and conditions	As Part One	Additional 100%
Walk-ons	As Part Five	Additional 100%
Supporting Artist	As Part Five	As Part Five: No further payment

6. BBC Taster

BBC Taster is a site which features the BBC's latest ideas for digital content and emerging technology. More information can be found here <http://www.bbc.co.uk/taster>. The terms below are for BBC Taster commissioned and funded content and apply to all contributors excluding Walk-Ons and Supporting Artists. For Walk-Ons and Supporting Artists see Part Five.

Type of Day	Hours	Minimum Engagement Fee	Term	Rights Acquired in Fee	Territory
A. All types of content except television Programme spin-offs					
Performance day --OR-- Mix of performance and rehearsal on one day	8 hours work within a period of 10 continuous hours	£134	Up to 6 consecutive months, beginning when the content is made available to the public on BBC Taster.	BBC Taster NB: further uses are acquired. Should further uses be subsequently required this is subject to negotiation.	World
Rehearsal only day	3	£35.10 (fixed fee)	In special circumstances longer durations can be negotiated.		
B. (i) Alternative BBC Taster terms					
Terms and conditions as per Parts One and Two			BBC New Media Services: see Part Four, A, 11.1 NB: Additional Uses: see 11.2		World
(ii) Television Programme spin-offs (e.g. content related to Casualty or EastEnders)					
Terms and conditions as per Parts One and Two			BBC New Media Services: see Part Four, A, 11.1 NB: Additional Uses: see 11.2		World

SINGLE DAY ENGAGEMENT FEES, SERIES OF SINGLE DAY ⁷ENGAGEMENTS AND COMBINATIONS OF SINGLE DAYS⁷ AND WEEKS

Genre	Number of Days	Maximum Transmitted Material	Hours of Work - Summary (see relevant clauses in Part One for full details)	Restrictions	Minimum Engagement Fee (Day)	Maximum Number of Episodes
Education, Religious, Documentary, Features, Instructional, Critical and Magazine Programmes	One	10 minutes	Location/Studio: 5 out of 6 hours (for longer engagements the terms described directly below apply)	One such engagement per actor per production	£281	No restriction
Programmes excluding those listed above	One	10 minutes	Location: 8 out of 9 hours Studio: 10 out of 12 hours	One such engagement per actor per production	£417	1 ⁸
All	One	n/a	Location: 8 out of 9 hours Studio: 10 out of 12 hours	n/a	£640	No restriction
All	Series of single days ⁷	n/a	Location: 8 out of 9 hours Studio: 10 out of 12 hours	n/a	£640.00	No restriction
All	Combination of single days ⁷ and Weeks	n/a	Location: 8 out of 9 hours Studio: 10 out of 12 hours	n/a	£640.00	No restriction

⁷ One Work Day in a Week

⁸ NB production for short-form: there is no restriction in the number of episodes which may be recorded in a day

RESIDUAL BASIC FEE: FEES THAT ATTRACT AND DO NOT ATTRACT ADDITIONAL USE PAYMENTS**Fees which must be included in the Residual Basic Fee and attract Additional Use fees**

Engagement Fee(s) – Weekly/Episodic/Day/Session
 Production Day Payments
 Excerpt Fee(s)
 Compilation Fees
 Relay Fee(s)
 Singers: Payment for Performance recorded during a rehearsal session

Fees excluded from the Residual Basic Fee and that do not attract Additional Use payments

Additional Fees

Overtime

Additional Work Days in any Week above the Work Entitlement

Additional Work Days

Travel only Days

Recce Days (Stunt Performers)

Waiting Days (Stunt Performers)

Additional Hours of Work in any Work Day above the Work Entitlement

Hours on Location

Hours in Studio

Emergency Extension

Supplementary Attendances

Read-throughs, Photographic/Costume Fitting/Make-Up, Hair Sessions, etc.

Trailers

Rehearsal

Post-sync sessions

Self-Isolation payments

Additional Fee for Dancers required to assist the choreographer

Adjustment Fees (Stunts)

Compensation for Leave Not Taken

Costumes (Supply of)

Early Call – Additional Payment

Expenses

Flashback or Flashforward Fee(s)

Night Work - Additional Payment

Pension

Properties (Supply of)

Payments not referenced in this Agreement

Suspension period: Any fees paid during the period of suspension

APPENDIX 5

UK PRIMARY TV CHANNELS: REPEAT FEE ESCALATOR FOR ARTISTS NAMED IN PARTS ONE, TWO AND THREE

Programmes first transmitted in	Escalator % for repeats in 2018
2018	100
2017	100
2016	100
2015	100
2014	100
2013	113
2012	116
2011	119
2010	125
2009	131
2008	134
2007	135
2006	141
2005	147
2004	150
2003	156
2002	160
2001	165
2000	166
1999	171
1998	174
1997	179
1996	185
1995	190
1994	196
1993	201
1992	205
1991	210
1990	220
1989	240
1988	259
1987	276
1986	287
1985	297
1984	314
1983	329
1982	346
1981	365
1980	409
1979	471
1978	552

Programmes first transmitted in	Escalator % for repeats in 2018
1977	598
1976	671
1975	772
1974	964
1973	1148
1972	1272
1971	1369
1970	1489
1969	1606
1968	1682

ARTISTS + WALK-ON ARTISTS: REPEAT FEES FOR NAMED PROGRAMMES ON BBC ONE AND BBC TWO

The terms below apply to the following programmes:

- Dad’s Army
- Father Brown

Appendix 6 contains:

- Artists: Repeat fees for the first two transmissions within a defined period after first Transmission
- Artists: Definition of Peak, Off Peak and Daytime
- Artists: Repeat fee escalator for productions transmitted 3 years after first Transmission
- Walk-ons: Repeat Fee escalator

ARTISTS: REPEAT FEES FOR FIRST TWO TRANSMISSIONS

The following percentages apply to the first two repeat Transmissions. In addition, Repeats may be transmitted once at different times around the BBC National and/or Regional services.

Genres	Period after 1 ST TX	Repeat Fee
All genres except those listed below	3 years from first TX	80%
Drama and Light Entertainment	Up to 2 years	80%
Drama and Light Entertainment	2 – 2.5 years	90%
Drama and Light Entertainment	2.5 – 3 years	100%

DEFINITION OF PEAK, OFF-PEAK AND DAYTIME

Day Part	Day	BBC One	BBC Two
Peak	Monday – Friday	1600-2159	1800-2229
	Saturday & Sunday	1600-2259	1800-2259
	Public Holidays	1600-2259	1800-2259
Off-Peak	Monday – Friday	2200-1359	2230-1359 1700-1759
	Saturday	2300-1559	2300-1159
	Sunday	1400-1559	1400-1759
	Sunday	2300-0859	2300-1159
	Public Holidays	2300-1559	2300-1759
Daytime	Monday-Friday	1400-1559	1400-1659
	Saturday	See off-peak	1200-1759
	Sunday	0900-1359	1200-1359
	Public Holidays	See off-peak	See Off-peak

ARTISTS: REPEAT FEES FOR NAMED PROGRAMMES ON BBC ONE AND BBC TWO – REPEAT FEE ESCALATOR

Date of First Transmission	Percentage of Residual Basic Fee (%)		
	Peak	Off-Peak	Daytime
01.01.14 - to present	100	50	30
01.01.09 – 31.12.13	105	53	32
01.01.08 – 31.12.08	110	55	33
01.01.07 – 31.12.07	120	60	36
01.01.06 – 31.12.06	125	63	38
01.01.05 – 31.12.05	130	65	39
01.01.04 – 31.12.04	140	70	42
01.01.02- 31.12.03	150	78	47
01.01.02 – 31.12.02	160	83	50
01.01.01 – 31.12.01	170	88	53
01.01.00 – 31.12.00	180	93	56
01.01.99 – 31.12.99	190	98	59
01.01.98 – 31.12.98	245	125	75
01.01.97 – 31.12.97	305	155	93
01.01.96 – 31.12.96	370	188	113
01.01.95 – 31.12.95	430	218	131
01.01.94 – 31.12.94	545	275	165
01.01.93 – 31.12.93	585	295	177
01.01.92 – 31.12.92	650	328	197
01.01.91 – 31.12.91	700	353	212
01.01.90 – 31.12.90	765	385	231
01.01.89 – 31.12.89	795	400	240
01.01.88– 31.12.88	855	430	258
01.01.87 – 31.12.87	920	463	278
01.01.86 – 31.12.86	930	475	285
01.01.85 – 31.12.85	940	480	288
01.01.84 – 31.12.84	950	485	293
01.01.83 – 31.12.83	960	490	295
01.01.82 – 31.12.82	970	500	297
01.01.81 – 31.12.81	980	510	300
01.01.80 – 31.12.80	990	520	310
01.01.79 – 31.12.79	1000	530	320
01.01.78 – 31.12.78	1020	540	326
01.01.77 – 31.12.77	1030	550	340
01.01.76 – 31.12.76	1040	560	343
01.01.75 – 31.12.75	1045	570	345
01.01.73 – 31.12.74	1050	580	347
01.01.64 – 31.12.72	1060	590	350

**WALK-ON ARTISTS: REPEAT FEES FOR NAMED PROGRAMMES ON BBC ONE AND BBC TWO
– REPEAT FEE ESCALATOR**

Programmes may be repeated on payment of a fee calculated by multiplying the Residual Basic Fee by the percentages listed below.

All repeat fees allow one transmission on BBC One or BBC Two (or at different times in BBC Nations or BBC Regions) and transmission on a '+ 1' Channel.

PRESENT TO 2006	
Genres	Percentage
All programmes (except those listed below)	100%
Drama and Light Entertainment programmes repeated more than 2 years but less than 2 ½ years after the original broadcast the Repeat Fee	110%
Drama and Light Entertainment programmes repeated more than 2+1/2 years but less than 3 years after the original broadcast the Repeat Fee	120%
Narrative Repeat	50%

PRE-2006 RATES	
2005	120%
2004	125%
2003	135%
2002	140%
2001	150%
2000	160%
1999	175%
1998	190%
1997	205%
1996	215%
1995	230%
1994	240%
1993	250%
1992	270%
1991	295%
1990	325%
1989	370%
1988	420%
1987	475%
1986	525%
1985	585%
1984	640%
1983	690%
1982	745%
1981	755%
1980	765%
1979	775%
1978	785%
1977	795%
1976	805%
1973 - 1975	810%
01.04.1970 - 31.12.1972	820%

**ARTISTS AND SINGERS: BBC THREE ONLINE AND BBC SECONDARY CHANNELS –
FEES FOR FURTHER USES AND TERMS FOR NEXT EPISODE PREMIERES & CO-COMMISSIONS**

The prices are per hour and may be pro-rated to the length of the programme. The programme age is calculated from the date the programme is first transmitted or made available. Prices are adjusted by RPI each financial year. The programme prices detailed below apply up to 31st March 2021 and will be updated when RPI is published in April 2021.

GENRE	NOTIONAL PRICES			
	PROGRAMME AGE			
	PREMIUM (up to 6 months)	STANDARD (6 months – 2 years)	BASIC (2 - 7 years)	LIBRARY (over 7 years)
Drama & Entertainment	£18,424	£13,818	£10,607	
Music	£14,739	£10,133	£7,370	£5,527
Factual	£11,054	£7,370	£5,527	£4,606
BBC Nations or BBC Regions (for local output)	75% of above rates			
Education	50% of above rates			
Next Episode Premieres	225% x premium rate			
Co-Commissions between either BBC One or BBC Two and one of the BBC Secondary Channels	2 packages @ 225% x premium rate 1 package @ 100% x premium rate			

The above prices acquire the following uses:

CHANNELS/SERVICES	TRANSMISSION PERIODS	TERM
BBC Three, CBBC, CBeebies, BBC Scotland, BBC Alba	4 TXPs	24 consecutive months
BBC Four	6 TXPs	
BBC Three Online	see opposite for term	
Next Episode Premiere	1 TXP	
Co-Commissions between either BBC One or BBC Two and one of the BBC Secondary Channels	12 TXPs	

COLLECTIVE LICENCES: BBC CONTENT – OVERVIEW

The collective licences allow programmes made by or for the BBC to be used as detailed below.

Payment and reporting is made to Equity’s nominated distributor and Equity establishes the distribution policy for the payments made to the relevant contributors.

1.1 BBC PUBLIC SERVICE USE

**Programme Catch-up e.g. BBC iPlayer
(Licence Term: 1st April 2020 – 31st March 2021)**

	Details
Period of Availability	<ul style="list-style-type: none"> • First run – continuing drama series: 12 months availability • First run – titles other than continuing drama series: 12 months from first availability of the final episode in the current series. NB many key titles will not be available for 12 months during the transition period from 30 days to 12 months • Repeats: series stacking plus 30 days availability • Premiere online: if the programme is made available prior to TX the 12 months period of availability starts from first availability of the last episode of the programme online
Territory	UK and British military personnel based outside the UK and UK licence fee payers requiring access while outside the UK
Access	Streamed, temporary download

1.2 BBC COMMERCIAL USES

**1.2.1 BBC Studios Distribution: Online Clip Agreement
(Licence Term: 29th February 2020 – 28th February 2022)**

Period of Availability	Territory	Access	Volume of Content
Term of licence	World	Streamed/DTO	Up to 16,000 clips

**1.2.2. BBC Studios Distribution: Simultaneous European Retransmissions
(Agreement dated 29th July 2015)**

This agreement allows programmes to be transmitted or re-transmitted in or to the Republic of Ireland, Belgium and the Netherlands, such transmission or re-transmissions being simultaneous with transmissions of these services in and to the UK.

UKTV's Agreement with Equity: rights and fee summary

This is a summary of the deal agreed by UKTV and Equity and should be read in conjunction with UKTV's special stipulations document which contains the full details of the agreement.

NB These terms are correct as of 18th March 2019 but are subject to change by UKTV and Equity.

RIGHTS SUMMARY	FEE
UKTV – 12 Transmission Periods	Acquired in engagement fee
Additional Broadcasts: Block of 4 Transmission Periods	15% x Residual Basic Fee
UKTV – VOD: first 12 months period	2.5% x Residual Basic Fee
UKTV – VOD: subsequent 12 months periods	1.5% x Residual Basic Fee