

## **CONTRIBUTOR RIGHTS CONTRACT NOTICE:**

### **BBC/ EQUITY: AUDIO AGREEMENT 2022/23**

**From: Nicola Hill, Commercial Rights and Business Affairs Manager,  
BBC Central Rights and Business Affairs**

**Issue Date: 2<sup>nd</sup> August 2022**

The rates set out in this Agreement replace those in the previous Agreement dated 16<sup>th</sup> October 2019 and applies to engagements contracted on or after 1<sup>st</sup> September 2022 and will apply up to and including 31<sup>st</sup> October 2023 or until further notice.

The agreement covers professional performers engaged by the BBC for services on Radio, the World Service and Audio engagements covering the following categories:

- Actors undertaking dramatic roles
- Dramatic Readings
- Variety Performance
- Ad hoc Chorus Singers
- Solo Singers (in Entertainment programming)
- Pop Groups whose performances is predominantly non-instrumental

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**Section 2: Actors/Variety**

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## SECTION 1: INITIAL TRANSMISSION/ENGAGEMENT DETAILS

### Introduction

Where minimum fees are shown in this agreement they are negotiable taking into account a range of factors, including but not limited to the artist's established rate, the nature and weight of the artist's contribution and the artist's status within the industry.

**The artist's engagement fee acquires either:**

#### **100. BBC Core Services**

The BBC's Core Services are Radios 1, 2, 3, 4 and 5. The engagement fee entitles the BBC to transmit or permit the transmission of the artist's performance in the programme, whether live or recorded, twice, by any means of delivery on a BBC Radio Core Service (which shall cover simultaneous transmission in other BBC services and also one transmission at different times in the BBC's UK Domestic Regions, who may defer transmission for up to 30 days). The fee covers simultaneous transmission overseas; **OR**

#### **101. BBC World Service**

World Service engagement fees grant two transmission cycles (or one transmission cycle if applicable) on payment of the same engagement fees as Core Services. A transmission cycle in the World Service shall mean unlimited transmissions within an eight day period with the intention of enabling the programme to be heard throughout the world; **OR**

#### **102. BBC Public Service Digital Services**

The BBC's public service digital radio services are Radios 1Xtra, 6Music, 4 Extra, the Asian Network and Sports Extra and the engagement fees grant 1 transmission cycle. The engagement fees are based on 66.66% of the Core Service 2 transmissions engagement fee. A transmission cycle is defined as 9 transmission days; a transmission day is defined as 4 transmissions in a 24 hour period, within a 3-year term. This applies to all programmes except "filler" programmes (which are up to 2 minutes in length) where the engagement fee allows unlimited use in a 3 year term; **OR**

#### **103. BBC Podcast or On-demand Services**

The engagement fees are based on 66.66% of the Core Service 2 transmissions engagement fee and this allows the programme to be made available for up to 5 years throughout the World; **OR**

#### **104. Additional arrangements for engaging artists in certain programme categories**

Engagements granting one transmission or one transmission cycle in the World Service may be offered in the following areas:

- |                                  |   |  |
|----------------------------------|---|--|
| - BBC National Regional Radio    | - | Single Dramatic Readings                     |
| - BBC Local Radio                | - | Pilot Programmes                             |
| - BBC World Service (vernacular) |   | Network Radio (up to 12 programmes per year) |

Engagement fees are based on 66.66% of the Core Service 2 transmissions engagement fee; **AND**

**105. European Broadcasting Union broadcast**

Broadcasting organisations within the EBU can broadcast simultaneously or make or use a deferred recording within 1 year if full members of the EBU or 30 days if Associate Members; **AND**

**106. Additional Public Service Uses for programmes commissioned by the BBC's Core, World and Digital Services**

The programme can be made available on-demand as a stream/podcast or temporary download for a period of 5 years. The 5 years term may commence before the radio broadcast. Programmes may also repurposed and clipped for podcast, stream or temporary download; **AND**

**107. Non-Theatrical Rights throughout the World**

Exhibition to a non-paying or trapped audience; **AND**

**108. Podcasts and Streams (live and on-demand)**

BBC podcasts and streams (live and on-demand) which are commercialised throughout the World but excluding the UK.

## SECTION 2: ACTORS / VARIETY ARTISTS

### 200. Minimum Engagement Fees

The fees below are negotiable.

	2 TXS	1 TX
Full Day	£294	£201
Part day	66.66% of full day fee but not less than £294      £201	
Part Day (World Service and Education programmes only)	£190	£127
Vernacular Services of the World Service (excluding Europe)		£123
First engagement (and under age of 18) full day fee:	£206	£133

### 201. Knock On Scale

<b>Two Transmission Rates</b>			
November 2019	September 2022	November 2019	September 2022
£	£	£	£
280	294	346	353
294	300	355	362
297	303	357	364
303	309	362	369
306	312	366	373
308	314	369	376
309	315	371	378
316	322	376	384
322	328	380	388
326	333	382	390
330	337	390	398
331	338	402	410
333	340	412	420
334	341	425	434
339	346	430	439
343	350	436	445

<b>202. <u>Supplementary Fees</u></b>	<b>2 txs</b>	<b>1 tx</b>
Additional Day	£157	£111
Additional Part Day (recalls only)	£105	£71
Read-through (part day)	£101	£101

During the read-through the artist shall not be required to rehearse or record on microphone.

**203. Single Programme/Episodes and Part-Day Fees**

A part-day fee may be paid to record one episode. Where two or more episodes are recorded the BBC may pay the artist a part-day fee for each episode and the BBC may rehearse or record throughout the period of engagement.

**204. Multi-episodic use for 15 minutes programmes**

1 episode	part day or full day fee
2 episodes	150% of relevant fee
3 episodes	200% of relevant fee
4 episodes	250% of relevant fee
5 episodes	300% of relevant fee

A maximum of 75 minutes material may be recorded over 2 days. Recordings which take place over 3 days will be paid 350% of relevant fee.

**205. Multi-episodic/ Item Recording**

**A Factual Programmes**

Factual programming is defined as follows: current affairs/ news, features, documentary, magazine, critical, religious, music, anthology and education/ instructional programming.

**(i) Full Day Engagement**

A total of 50 minutes material may be recorded for multi-episodic (up to 10 episodes in the same strand, series or serial) or item use but each episode/item must not exceed 12 minutes duration.

Fee	150% of Full Day Engagement fee
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If the material recorded exceeds 50 minutes, an additional 10% is payable for each additional 10 minutes or part thereof or the 11<sup>th</sup> and subsequent episodes

**(ii) Part Day Engagement**

A total of 30 minutes material may be recorded for multi-episodic (up to 10 episodes in the same strand, series or serial) or item use but each episode/item must not exceed 12 minutes duration.

Fee 150% of Part Day Engagement fee

If the material recorded exceeds 30 minutes, an additional 10% is payable for each additional 10 minutes or part thereof, or the 11<sup>th</sup> and subsequent episodes

**(iii) Short Single Session (productions for World Service only)**

A total of 10 minutes material may be recorded for multi-episode use (up to 10 episodes/ items).

Fee 150% of Short Single Session Fee  
(Referred to in 206 below)

**B. All Genres**

**Short Contribution Session**

A total of 10 minutes material may be recorded for multi-episodic use (up to 10 episodes/items) in a one hour session

Fee 150% of Short Single Session Fee  
(Referred to in 206 below)

**Repeats**

For subsequent repeats of the engagements described above, one full repeat fee shall be paid giving the BBC the right to repeat once all episodes/items recorded in the session.

**206. Short single session for minor contributions**

Up to 5 minutes material may be used in any programme, however, use is limited in drama and light entertainment to programming of a pilot or experimental nature.

2 transmissions £175 (minimum)  
1 transmission £116 (minimum)

**207. Single Episode Dramatic Reading**

The fees below acquire one transmission/cycle of a dramatic reading of poetry, fiction or short stories but excludes straight narration, Bible readings, prayers and psalms, etc.

<b>Duration of material</b>	<b>maximum studio time</b>	<b>% of 1 transmission rate</b>	<b>minimum rate - 1tx</b>
up to 5'00"	1 hour	53%	£117
5'01 - 10'00"	4 hours	66.66%	£117
10'01"-14'00"	4 hours	84%	£176
14'01 - 30'00"	9 hours	100%	£176
30'01 plus	negotiable - based on 115%/120% of 1 transmission rate		

Fees above £275 are negotiable

**208. Multiple Episodes Dramatic Readings**

For dramatic readings of more than one 15 minute episode, fees for two transmissions are as follows:

<b>Artist's 2 txs engagement fee</b>	<b>Minimum fee per episode/programme</b>
up to £321	£236
£322-£434	£257
£435 and above	£273

Readings of lengths other than those of 15 minutes will be calculated on a pro rata basis.

**209. Pilot programmes**

Pilot programmes are contracted at one transmission engagement fee rates. If the programme is subsequently transmitted, the artist's fee (if appropriate) will be increased to their two transmissions/cycles rate.

**210. Flashbacks/Flashforwards**

An extract of up to 1 minute may be incorporated in more than one episode for the purposes of flashback or flashforward on payment of £17.50 per episode regardless of whether the artist is engaged for the episode which contains the flashback or flashforward.

For the purposes of continuity between one episode of a series or serial and another, up to one minute of the previous episode may be transmitted at the beginning of the next episode without additional payment.



## 211. Photographic calls

Photographs may be taken during working periods for no additional fee and the BBC will use its reasonable endeavours to notify the artist in advance.

Outside working hours rates are payable as follows -

- |  |  |
|--|--|
| (i) on a day on which the artist is engaged      | £11.50 per hour or part thereof  |
| (ii) on a day on which the artist is not engaged | £46.50 (up to 4 hours) and additional hours at £14.30 per hour or part thereof |

The BBC, its licensees and assignees are entitled to use the artist's likeness for the promotion of the programme, the BBC and BBC interest channels in all media without further payment provided that such use does not constitute commercial exploitation.

NB If the location is outside the area the artist is based then the following applies: the call time will be calculated from the production base or the artist's base to the location whichever is the lesser and expenses will be paid to the location if the BBC does not provide or pay for transport. For the avoidance of doubt if the artist is required to travel to the production base in advance of travelling to the location the artist will either be provided with transport or paid expenses to the production base if this is usually provided to the artist.

## 212. Hours of Work

Unless otherwise stated the hours of work is as follows:

Full Day	7 hours work in a 9 hour period, including one break of not less than 1 hour
Part Day	4 hours
Additional Day	6 hours work out of 8 hour period, including one break of not less than 1 hour.
Short Single Session	2 hours
Work on location	in addition to the above periods an aggregate of one hour <i>may</i> be spent in travel if an artist is required on location (excluding Photographic Calls)

A location is defined as a place of work outside a 10 mile radius of Broadcasting House or agreed radius from BBC Regional Headquarters, excluding normal BBC premises.

## 213. Overtime

Overtime is payable when an engagement extends beyond the permitted time outlined above:

### **(i) All engagements except those outlined in (ii) and (iii) below;**

up to 60 minutes	£9.90 per 15 minutes or part thereof
over 60 minutes and up to 120 minutes	75% of Additional Day fee
over 120 minutes and up to 180 minutes	100% of Additional Day fee

### **(ii) Multi-episodic, Multiple and Item Recording sessions;**

up to 60 minutes	£9.90 per 15 minutes of part thereof
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A new session fee is payable from the end of the first session if more than 60 minutes is required.

### **(iii) Short Single Session (205 A (iii) & Short Contribution (205 B)**

up to 15 minutes	£9.90 per 5 minutes of part thereof
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For overtime in excess of 15 minutes, a part day engagement fee is payable in place of the short single session and overtime.



## 215. BBC Online and Podcast Services

### Short form and Readings

The following terms apply to content commissioned by the BBC's Online and Podcast Services including content made available via services distributed in accordance with the BBC's Distribution Policy.

<b>Duration of material</b>	<b>Maximum studio time</b>	<b>Minimum rate</b>
<b>SHORT FORM</b>		
up to 10'	1 hour	£85.00
up to 10'	2 hours	£127.50
Up to 20'	3 hours	£160
<b>READINGS</b>		
Up to 2 hours	Not applicable	£300
Over 2 hours	Not applicable	pro-rate above sum (e.g.12' material = £30)

#### The above rates allow:

- Term: 5 years on BBC Online and Podcast Services
- Territory: World

#### Further Uses

See Section 6 (NB where there are '1 transmission' percentages these should apply to the residual basic fee).

### SECTION 3: CHORUS SINGERS

### SECTION 4: SOLO SINGERS

To be reviewed - see separate section

## SECTION 5: ADDITIONAL USES

All fees quoted grant two transmissions/cycles unless otherwise stated.

### 500. Excerpts from Performances and Rehearsals of third party or BBC productions

#### (i) News Access

Rehearsals or performances may be recorded within a call time of one hour and transmitted in BBC News and Factual programmes reporting current events under the following terms:

up to 2 minutes transmission time	no payment
over 2 minutes transmission time	£24.40

Nothing in these arrangements shall prevent any artist requesting the BBC not to record a performance for this purpose. The artist shall not be required to exceed contracted duties nor alter nor repeat a performance for the purpose of retakes. The recording may be used in whole or in part as required without payment if the contribution did not attract payment in the first instance.

#### (ii) Other Programmes

For all programmes except those outlined in (i) above the following rates apply to artists recorded in rehearsals or performances whether specially staged or actuality made at the artist's place of work or recreated at another location. General "behind the scenes" activity does not attract payment.

up to 3' of transmitted material (recorded within 1 hour)	£38.90
3' – 5' of transmitted material (recorded within 3 hours)	£85.50

#### Theatre Directors

The above rates will apply (even when the Theatre Director is not present during the recording) and acquire all rights for all purposes where excerpts from Performances and Rehearsals are not included in the Theatre Directors contract with the production.

#### Stage Management

Payment is made if their presence is necessary and required by the BBC or if they make a significant contribution to the recording. The above rates apply and acquire all rights for all purposes.

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

#### (iii) Large scale productions

There may be occasions when programmes wish to record short items of Opera, Ballet or Theatre productions featuring a large number of artists. These may include brief recordings for interval and introductory features and allied programming during relays.

Subject to the Union's consent and the agreement of the artists, a lump sum payment of not less than £237 may be made to the Company to allow an aggregate of up to 3 minutes material to be transmitted and it is the company's decision as to how the payment is allocated.

#### **501. Extracts**

Extracts may be taken from any BBC/BBC commissioned programmes from any media (that may or may not have already been transmitted) and may be taken from any source other than commercials and commercial audio recordings on payment of the following:

Extracts not exceeding 1 minute	£12.40
Extracts exceeding 1 minute and up to 5 minutes	£23.80

Extracts that criticise or ridicule the artist or are of a sexual nature may only be used with consent of the artist.

Extracts from television programmes may be used in radio programmes on payment of the appropriate fee above.

Extracts from radio programmes may be used in television programmes on payment of the appropriate fee outlined in the Television Agreement.

#### **Further use of Extracts**

For a repeat fee of 100% of the original extract fee the BBC may acquire the right over an unrestricted period to all public service uses of the extract integrated in either a radio or television programme. The fee is payable on first use under this provision.

For a fee of 100% of the original extract fee the BBC may obtain the rights over an unrestricted period for all further uses of the extract in all media. The fee is payable on first use under this provision.

#### **502. Commercials**

Subject to the consent of the artist, commercials may be used on payment of the following:

Extracts	minimum £18.50
Entire commercial	minimum £24.75

#### **Further use of commercials**

For a repeat fee of 100% of the original extract fee the BBC may acquire the right over an unrestricted period to all public service uses of the extract integrated in either a radio or television programme. This fee is payable on first use under this provision.

For a fee of 100% of the original extract fee the BBC may obtain the rights over an unrestricted period for all further uses of the extract in all media. The fee is payable on first use under this provision.

**503. Historic, Reminiscent and Obituary Programmes**

Brief extracts may be used without payment in programmes of an historic or reminiscent nature and for obituary programmes.

**504. Trailers**

Contributions recorded under this agreement may be used for promotional and publicity purposes by the BBC/BBC Studios, its licensees and assigns in trailers and promotional material for programmes, campaigns and BBC interest channels or for promotion of BBC programmes on other channels (between programmes or within review programmes) in all media without further payment provided that such use does not constitute commercial exploitation.

With the permission of the artist, recording may take place during engagements for trailer purposes without payment and may be made during a rehearsal or balance test or a previous public performance in the case of a relay of a public concert or opera.

If a session is called to record for trailer purposes only, the artist will receive one short single session fee, which grants to the BBC all rights for trailer purposes.

## SECTION 6: SECONDARY USES

The following terms apply for the secondary use of BBC produced programmes unless stated otherwise.

All secondary use payments are based on an aggregate fee which shall be the aggregate of the Engagement, Additional Days (including recalls for recording new material) and Readthrough Fees except where otherwise stated. The aggregate fee excludes overtime, supplementary attendances (including recalls to re-record material) and flashbacks/flashforwards. The aggregate fee for members of the Radio Drama/Schools Repertory Companies is 50% of the artist's weekly fee for contracts issued for engagements up to 31<sup>st</sup> December 2017.

### 600. Public Service Uses

#### Repeats on Core, National and World Services

Two transmissions/cycles engagement fees acquire the second transmission/cycle in the originating service. If the second transmission/cycle is not in the originating service the appropriate repeat fee is payable. A transmission cycle in the World Service shall mean unlimited transmissions within an eight day period with the intention of enabling the programme to be heard throughout the world. All fees below allow programmes to be made available as per paragraphs 106 and 108.

#### (i) Repeats within 3 years of 1<sup>st</sup> transmission

For use of material up to 3 years from 1<sup>st</sup> transmission, the following percentages of aggregate fees apply.

##### (a) Core Services

Two txs engagement fee	33.33% for the 3 <sup>rd</sup> and subsequent tx
One tx engagement fee	50% for the 2 <sup>nd</sup> and subsequent txs

##### (b) World Service

Two tx cycles engagement fee	23% for the 3 <sup>rd</sup> and subsequent cycles
One tx cycle engagement fee	35% for the 2 <sup>nd</sup> and subsequent cycles

##### (c) Nations

Tx cycle (4 txs in any one Nation) 7%

#### (ii) Repeats - made 3 years or more after 1<sup>st</sup> tx

For use of material more than 3 years from the 1<sup>st</sup> transmission/transmission cycle, the following percentage of aggregate fees apply.

<u>Years after 1<sup>st</sup> tx</u>	<u>Core Services</u>	<u>World Service</u>	<u>Nations</u>
3 - up to end of year 8	50%	40%	11%
9 - up to end of year 14	80%	65%	17%
15 - up to end of year 19	125%	110%	26%
20 - up to end of year 24	175%	160%	37%
25 - up to end of year 29	230%	215%	48%
30 - up to end of year 34	285%	270%	60%
35 - up to end of year 39	310%	295%	65%
40 - up to end of year 44	325%	310%	88%
45 - up to end of year 49	515%	500%	108%
50 plus	540%	525%	113%



**601. Public Service Uses except Repeats on the Core, World or National Services**

**(a) Programmes contracted under previous BBC/Equity Audio Agreements (i.e. those Agreements dated on or before 31<sup>st</sup> December 2017)**

Payment of 2% of the artist's aggregate fee allows the programme to be used as outlined in Paragraph 106.

**(b) Radio 4 Extra**

**i) Premieres of Core Service commissions on Radio 4 Extra**

Payment of 10% of the artist's 1 transmission fee (i.e. 66.66% of the 2 transmissions fee) allows the programme to be premiered on Radio 4 Extra and acquires the transmission cycle described in paragraph 102.

**(ii) Extended Version of a Core Service commission on Radio 4 Extra**

Payment of 33% of the artist's aggregate fee allows an extended version of the Core Service commission to be broadcast on Radio 4 Extra and acquires the transmission cycle described in paragraph 102.

**(iii) Repeats on 4Extra (1<sup>st</sup> April 2021 – 31<sup>st</sup> March 2022)**

A collective licence allows previously transmitted content produced by and for the BBC to be transmitted and made available as follows:

- 30 days after transmission (either streamed or as DRM protected downloads)
- 7 days prior to transmission (either streamed or DRM protected downloads), and
- Commercialised outside the UK (see paragraph 108)

**(c) Additional Arrangements for Factual Programmes containing minor dramatic contributions**

The following payments acquire all public service uses of the programme excluding transmissions on Radios 1 – 5, Radio 4Extra and the World Service in perpetuity as follows:

<b>Additional Payment – percentage of Artist's Aggregate Fee</b>	<b>Conditions</b>
6%	To acquire rights in perpetuity. NB This applies to contracts issued under this Agreement and to contracts issued under previous BBC/Equity Audio Agreements (i.e. those dated before 31 <sup>st</sup> December 2017) where artists have already received a payment equal to 4% of their fee
10%	To acquire rights in perpetuity for contracts issued under previous BBC/Equity Audio Agreements (i.e. those dated before 31 <sup>st</sup> December 2017)

This provision only applies to programmes of a factual nature featuring minor dramatic contributions. Factual is defined as follows: current affairs/ news, features, documentary, magazine, critical, music, anthology, religious and education/ instructional programming. A minor dramatic contribution is defined as up to 10 minutes of drama in a 27 minute episode/programme (NB this length of contribution may be pro-rated e.g. 5 minutes in a 13.5 minute episode/programme).

## **602. Commercial Exploitation (excluding Commercial Audio Recordings)**

The following terms apply for commercial exploitation excluding Commercial Audio Recordings – see paragraph 603 below and where those rights have been pre-purchased under the terms described in paragraphs 108, 600 and 601(b)(iii)

### **(i) Royalty Payments**

A 17% royalty of the gross income or deemed receipts accruing to the BBC, its licensees and assigns, will be paid in respect of any commercial activity (unless there is a specific separate agreement which varies terms e.g. commercial audio release). In the case of operas, concerts and chart-type programmes featuring both MU and Equity artists a royalty of 21% will be paid in respect of sales. In both cases the royalty shall be divided equally amongst the artists.

### **(ii) Additional Use Payments**

As an alternative to the royalty arrangements, the BBC has the option to purchase the following rights on payment of the following percentages for two transmission engagement fees.

Programmes over 3 years old the aggregate fee should be adjusted by RPI.

#### **(a) Unlimited Rights**

80% of aggregate fee for all radio rights throughout the world applies to 2 transmission engagement fees.

125% of aggregate fee for all radio rights throughout the world applies to 1 transmission engagement fees.

#### **(b) Limited Rights**

As an alternative to taking unlimited rights, the following percentages apply to the artist's aggregate fee and acquire 4 transmissions over a 6 year period.

	<b>2 tx eng fee</b>	<b>1 tx eng fee</b>
British Commonwealth, British Forces overseas and Eire (excluding the UK), or Australia	33%	50%
New Zealand	10%	15%
Canada	7%	10%
South Africa	7%	10%
Minor Commonwealth	10%	15%
USA and its territorial possessions	7%	10%
Rest of World (excluding UK)	16%	25%
British Forces Broadcasting Service only	16%	25%
	7%	10%

### **(iii) Minor Contributions in non-drama and light entertainment programming**

On payment of 23% (or 35% for 1 tx engagement fees) of the aggregate fee all further usage of the contribution is acquired.

### **(iv) Compilations**

Compilation programme(s) may be edited together from programmes in the same series. Each compilation programme payment will be based on the aggregate fee of the contributor for one programme in the series.

### **(v) Non-Theatric Distribution (Programmes contracted prior to 4<sup>th</sup> August 2010)**

For content made available on a cost-recovery, not for profit basis payment will not be made to the artists, however, the licensee will use reasonable endeavours to ensure that the artists featured in the licensed material are credited.

### **603. Commercial Audio Recordings**

The following sets out the terms agreed between the BBC, BBC Studios Ltd and Equity for the exploitation by the BBC, its subsidiaries, its licensees or assignees of the contributions of Equity-type artists.

Physical Product: the royalty payment will be based on net receipts of those amounts actually received by the BBC or BBC Studios in respect of the sale of the recordings less only any applicable taxes and accounting for returned (i.e. unsold) recordings.

Other Product (e.g. Download-to-own): the royalty payment will be based on net receipts of those amounts actually received by the BBC or BBC Studios. In respect of recordings made available from a BBC or BBC Studios operated site the royalty will be based on gross receipts minus applicable taxes and 30% to cover platform costs.

The royalty payments are as follows:

#### **(A) Dramas and Multi-voice Performances**

- (i) 8.35% on sales in the UK, Northern Ireland and BBC audiobooks released in North America, increasing to 9.47% after overall sales reach 20,000 copies
- (ii) 4.18% on sales (a) outside the UK, N.I. and North America, (b) through audio/book clubs and/or by mail order, (c) as budget re-issues, increasing to 4.74% after overall sales reach 20,000 copies
- (iii) 9.47% on dramas and multi-voice readings licensed to a third party in North America
- (iv) 8.35% from exploitation of the Extract rights

#### **(B) Single Voice Performance**

- (i) UK, Northern Ireland and BBC audiobooks released in North America as follows:
  - 4% on sales up to 50,000 copies
  - 5% on sales of 50,001 - 100,000 copies
  - 6% on sales of 100,001 - 150,000 copies
  - 7% on sales of 150,001 copies or more
- (ii) (a) outside the UK, NI and North America, (b) through audio/book clubs and/or by mail order, (c) as budget re-issues as follows:
  - 2% on sales up to 50,000 copies
  - 2.5% on sales of 50,001 - 100,000 copies
  - 3% on sales of 100,001 - 150,000 copies
  - 3.5% on sales of 150,001 copies or more
- (iii) 7% on readings licensed to a third party in North America
- (iv) 4% from exploitation of the Extract Rights

## **Royalty Reserve**

The BBC shall be entitled to set aside as a reserve against returns of commercial audio recordings 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.

## **Accounting**

The BBC will send to the Contributor within ninety (90) days after the thirtieth day of June and the thirty-first day of December in each year of the Term a Statement showing for the preceding six (6) month period. The BBC shall remit to the Contributor, with each Statement, the amount of the royalties shown to be due on such Statement.

Unless specifically requested no statements need to be rendered nor payments made in respect of any six months period in which the sum due to the Artist is less than £25.00 in which case the amount will be carried forward to the next six months period.

The Artist 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 relating to exploitation of the Commercial Audio Rights which examination shall be at the expense of the Artist unless errors to the disadvantage of the Artist exceeding 10% (but subject to a minimum of £150 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 shall be deemed to have agreed such statement and to have waived any claim in relation to it.

## SECTION 7: GENERAL

### 700. Travel and Allowances

#### (i) Travel

If an artist is required to attend at a location outside a 10 miles radius of Broadcasting House (excluding normal BBC premises) or the accepted mileage from BBC Regional Headquarters in the area concerned, the BBC shall provide or pay for second class transport. Travel time is deemed to commence at the time of departure from the appropriate railway station or point of assembly nominated by the BBC and is deemed to finish at the time of returning to this nominated point. If an artist is required to work outside the BBC area in which s/he is normally based the BBC shall either provide or pay for reasonable transport, and overnight accommodation if appropriate. If an artist is detained at work when public transport is not available the BBC shall transport the artist home or arrange accommodation.

#### (ii) Allowances

Where an artist is required to stay away from their base and if the BBC does not provide accommodation and/or meals the artist will be entitled to one of the following:

(a) 24 hours allowance to cover bed, breakfast, lunch and dinner: £66.00 and £75.00 for artists engaged on The Archers, or

(b) Where an artist stays in private accommodation: £25.00 (including breakfast).

#### (iii) Expenses Claims

Where the artist is entitled to make a claim and where the BBC does not arrange and pay for accommodation, travel or make a payment in advance, receipts must be provided for each item claimed and should be submitted as soon as possible after the expense has been incurred. A claim that is more than 3 months old will only be paid in exceptional circumstances.

### 701. In-House Training rates

Rates are £101.70 for a Full Day and £58.50 for a Part Day.

### 702. Radio Drama Company

TYPE OF MEMBER	FEE	ENGAGEMENT PERIOD	OTHER
Regular	£610 per week (minimum)	3 months (with a notice period of one month either side)	n/a
Carleton Hobbs Winner & Norman Beaton Fellowship (Soundstart members)	£580 per week	5 months (including 1 week induction)	£500 contract completion bonus

- Hours of Work: 40 hours per week averaged over a 4 week period
- Leave Entitlement: in line with Working Time Directive
- Rights: (i) contracts issued on or after 1<sup>st</sup> January 2018 – all rights for all purposes throughout the world; and  
(ii) contracts issued prior to 1<sup>st</sup> January 2018 – as follows:

- (a) for Minor Contributions to Factual Programmes all public service uses of the programme in perpetuity, excluding transmissions on Radios 1 – 5, Radio 4Extra and the World Service - see Section 601c  
 (b) programmes and contributions other than those in (a) above - see Section 600

**703. The Archers: Engagement Fees**

<b>BBC rate for 2 TXs engagement</b>	<b>The Archers (acquires 2 transmissions)</b>
up to £318	£294
£319 - £364	£302
£365 - £455	£316
£456 plus	£333

The following additional payments apply for extended service to The Archers:

30 years or more	£16.80 per episode
40 years or more	£21.00 per episode

**Hours of Work**

2 hours and 15 minutes in which 1 x 15 minute episode may be recorded. Where a 30 minute episode is recorded for an Archer's Special the artist will be paid 150% their episode fee for a 4 hours and 30 minutes recording session.

**Overtime Payment**

£10.75 per 15 minutes or part thereof.

**Topical Inserts/Pick-ups**

**(a) Topicals and pick-ups recorded within a session for which the artist has already been engaged**

No further fee for up to 5 minutes transmitted material

**(b) Topicals and pick-ups recorded outside a session for which the artist has already been engaged**

Fees as outlined below allow recording of up to 10 minutes transmitted material either:

- 50% fee - topicals/pick-ups recording session adjacent to the original recording session, or
- 66.66% fee - topicals/pick-ups recording session adjacent to the original recording session with lunch break in between, or
- 75% - topicals/pick-ups recording session with one session break before/after the original recording session, or
- 100% fee - topicals/pick-ups recording session with two sessions break before/after original recording session

**Expenses**

Please refer to The Archers Expenses Guidelines available from The Archers production office.

## **SECTION 8: TERMS OF AGREEMENT**

### **800. Duration and termination**

The agreement is effective from 1<sup>st</sup> September 2022. The agreement shall continue until terminated by either party giving six months' notice in writing of its termination. Either party may not give less than three months' notice to seek revision of terms and conditions which have been in place for at least 12 months.

### **801. Supply of information**

The BBC guarantees to keep Equity regularly informed of the number of engagements contracted under this agreement, output plans and consult on the introduction of new forms of distribution.

### **802. Pension Scheme**

Where the Artist is a member of the Equity Pension Scheme and has elected to make a contribution the BBC will contribute 5% of the Artist's Basic Engagement Fee (which excludes read-throughs, additional days, short items, extracts, overtime, expenses, assembly fees and all secondary use payments) subject to a maximum contribution of 5% of three times the minimum engagement fee.

The Artist will contribute 2.5% of their Basic Engagement Fee subject to a maximum contribution of 2.5% of three times the minimum engagement fee.

The BBC will remit their contribution and the Artist's contribution direct to the Pension Fund on a monthly basis.

The Equity Pension Scheme is administered by First Act Insurance and provided by Commercial Union.

### **803. Leave Entitlement**

Actors are entitled to annual paid leave in line with the Working Time Directive and not less than a half day may be scheduled.

Where possible leave should be allocated during the course of the engagement (and where engagements are for a year or longer in duration this should be the case). Days of leave taken during the engagement period shall be paid at the same rate as days of work.

Where this is not possible the following payments in respect of leave not taken apply:

- £5.20 for each part day an artist works
- £10.30 for each day an artist

A part day is defined as up to 4 hours work (NB this rate can only be used for part day engagement). A full day is defined as over 4 hours work).

#### **804. BBC/Equity Disputes procedure**

In the event of a dispute between Equity and the BBC about the operation of the agreement the following procedure will be followed:

- (i) a meeting will take place between Equity officials and a senior BBC manager from the directorate involved;
- (ii) failing resolution under stage (i) the matter will be referred to a meeting between Equity, the Head of Contributor Rights and an appropriate senior manager;
- (iii) failing resolution under stage (ii) two options can be considered;
  - a. to refer the matter to a joint standing committee comprising representatives of Equity and the BBC (see below), or;
  - b. to refer the matter to ACAS for conciliation. As a final resort arbitration can be used by mutual agreement.
- (iv) Stage 1 (i) can be by-passed by mutual agreement where the dispute involves the overall operation of the agreement.
- (v) Normal working will continue while an issue is being processed through the procedure.

#### **Joint Standing Committee**

Where it is agreed that an issue will be referred to a joint standing committee under Clause 1 (iii) (a) above the procedure will work as follows;

- the joint standing committee 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
- the joint standing committee shall be established and should meet within four weeks of an issue being referred
- it should receive written submissions from each side a week in advance of the meeting
- at the meeting it should hear any further verbal submissions and have the opportunity to ask questions of either side

it will then consider the matter and make a recommendation for the settlement of the dispute within two weeks of the meeting.



## **805. Equal Opportunities**

The parties to this Agreement are committed to the development of positive policies to promote Equal Opportunities and fair employment regardless of age, colour, disability, ethnic origin, marital status, race, sex or sexual orientation.

The BBC is committed to widening the 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 an artist for a particular role shall be that artist's ability and the requirements of the role. The parties agree to annually monitor and review the operation of this policy.

In order to enable the casting of performers with disabilities whether or not the part specifically calls for a performer with a disability the company will make every practical effort to ensure that access to any area of audition, rehearsal or performance is available to an artist with a disability. Where disabled access is outside the company's control and is inadequate the company shall use every effort practical to effect improvements.

## **806. BBC Child Protection Policy and Code of Conduct**

Contributors will comply with the BBC's Child Protection Policy and Code of Conduct<sup>1</sup> ('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.

## **807. 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

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<sup>1</sup> [http://www.bbc.co.uk/aboutthebbc/insidethebbc/howwework/policiesandguidelines/child\\_protection.html](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](http://downloads.bbc.co.uk/aboutthebbc/insidethebbc/howwework/policiesandguidelines/childprotection/pdf/Code_of_Conduct.pdf)

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 807.

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.

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