



A GUIDE TO WORKING ON SHORTS AND FESTIVAL CIRCUIT FILMS



Contents

- 3 Introduction
- 4 Form of Engagement for Artists in
Shorts or Festival Circuit Films
- 10 Guidelines for Shorts and Festival
Circuit Film Engagements
- 13 Template Nudity Rider
- 15 Further help and advice

Introduction

Protecting members' legal rights

Equity has produced this guide to working on short and festival circuit films with the aim to get these productions made to a professional standard. Members working on these films felt that producers were not sufficiently aware of issues such as national minimum wage legislation, risk assessments and dignity at work protocols.

A motion from the London Annual General Meeting was passed at last year's Equity conference and staff have been working with the members involved to create this guide. Equity understands the importance of setting out clear and fair terms for members working in this area. Our members are professionals and as such it is important that everyone involved is aware of their minimum legal rights.

This Guide seeks to address these

rights and cater for them in an accessible way – by way of a Template Form of Engagement and Guidelines that can be adopted, free of cost, by any short film production, or other film productions which are not subject to commercial distribution. Performers have rights under the Copyright Designs and Patents Act 1988, which require that their creative contribution is recognised.

In order for a producer to sell or license a performance in a film it is necessary that a performer provides their consent and assigns their performer rights. This Guide deals with productions where rights are limited to non-commercial uses, such as festival screenings. At a later date, a producer may negotiate with a performer to secure the commercial rights. At this time, the parties are encouraged to contact Equity for advice.

Form of Engagement for Artists in Shorts or Festival Circuit Films

Date:

Film:

Base:

.....
.....

This Engagement is made on the above date between the parties designated in Sections A & B below and incorporates the Equity Guidelines for Shorts and Festival Circuit Film Engagements.

Section A **PRODUCER/PRODUCTION COMPANY** **(the “Producer”)**

Name:

Address:

.....

Phone No:

Email:

Section B **ARTIST**

Name:

Address:

.....

Phone No:

Email:

Section C **AGENT (if applicable)**

Name:

Address:

.....

Phone No:

Email:

Section D
PART

Part:

Section E
GUARANTEED PERIOD

Start Date:
Specify precise days of employment:

Section F
PERFORMANCE SALARY AND PAYMENT TERMS

Daily Performance Salary:
Weekly Performance Salary (five day week):

The Producer shall pay to the Artist or the Artist's Agent, as applicable, all sums (exclusive of VAT) owing for the services of the Artist in any seven-day period ending on Saturday, not later than the Friday of the following week whether or not an invoice has been received. VAT, where applicable, shall be paid on receipt of a valid VAT invoice.

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

Section G
HOLIDAYS

Holiday will be accrued at the rate of 5.6 weeks per year pro rata. If at the end of the engagement it has not been possible for the Artist to have taken the holiday accrued under this contract then payment shall be made in lieu of untaken holiday. Payment for untaken holiday shall be at the rate of 12.07%

for each day worked.

Section H
COPY OF THE FILM

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

Due by:

Section I
CREDIT

Provided that the Artist appears recognisably in the Film as released, Artist shall be provided an on screen credit.

Specify details here:

Section J
WORKING DAY

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

Section K
RIGHTS

In consideration of the fee payable in Section F above, the Producer shall have the right to use the Artist's services and the products thereof for Non-commercial uses only.

Non-commercial uses include:

- a. Private purposes, non-theatrical distribution (to →

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

- b. The right to exhibit extracts from any part of the Film, not exceeding two minutes, in any known or subsequently discovered media, provided that such extracts are used solely for the purposes of review or to demonstrate the work of the Producer.
- c. The right to use publicity stills, audio and audiovisual recordings of the Artist's physical likeness and voice and publicity materials including the Artist's name, likeness and voice and/or any approved biographical material in connection with the advertising, publicity and/or promotion of the Film.

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

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

Section L **CONSENTS**

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

Section M **TAX AND NATIONAL INSURANCE**

6 Equity

The Artist confirms that the Artist is a self-employed person for tax and national insurance purposes and will be solely responsible for all of Artist's income tax and National Insurance due in respect of the rendering of their services under this Form of Engagement.

Section N **DUBBING/REVOICING RIGHTS**

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

Section O **MINIMUM TURNAROUND**

The minimum turnaround between consecutive calls ("Daily Rest") shall normally be 12 consecutive hours. There may be occasions when as a result of the demands of the Film the Daily Rest is reduced to eleven consecutive hours in which case the Producer shall, where possible and where such reduction is anticipated by the Producer prior to the start of the work day immediately before such reduced Daily Rest, consult the Artist beforehand. In any event and in accordance with statutory obligations, the Artist should be offered Daily Rest of not less than 11 consecutive hours.

In addition to Daily Rest, the Producer shall ensure that for an Artist who is working consecutive weeks the schedule affords the Artist one weekly rest break of 24 consecutive hours during a 7 day period commencing at the start of the weekly engagement period (i.e. a total of 35 consecutive hours rest when added with Daily Rest) ("Weekly Rest"). There may be occasions when as a result of the demands of a production a fortnightly rest period is substituted for a Weekly Rest period in which case the Producer shall, where possible and where such substitution is anticipated by the Producer prior to the start of the work week immediately before such substituted Weekly Rest, consult the Artist beforehand. In the

case of a fortnightly rest period and in accordance with statutory obligations, the minimum rest period (in addition to the Daily Rest requirement) is either 2 rest periods of 24 consecutive hours each during a 14 day period or 1 rest period of 48 consecutive hours during a 14 day period.

Rest breaks: the Artist shall have the right to take an uninterrupted rest break of twenty minutes no later than six hours from their call time (which shall include any time spent in make-up, hairdressing or wardrobe) or six hours from their last such rest break.

Section P **NUDITY**

If applicable, the Equity guidelines on Nudity and Simulated Sex Acts shall apply and definitions shall be construed accordingly. Any Artist asked to appear Nude and/or to perform Simulated Sex Acts shall have appended to this Form of Engagement a Nudity Rider. A template Nudity Rider is available at the offices of the Union. The Producer acknowledges that the Artist is not obliged to agree to appear Nude nor to perform Simulated Sex Acts nor to the Nudity Rider.

Section Q **TRANSPORT AND ACCOMMODATION**

Where an engagement is to take place at a location not serviced by public transport or the call times are such that public transport is not available the Producer shall either:

Designate a rendezvous point that is serviced by public transport and call the Artist to that point. The Producer shall then provide transport at the Producer's cost from the rendezvous point to the location and return and the call shall commence and finish at the designated rendezvous point; or Provide suitable overnight accommodation.

Specify details of agreed meal and mileage allowances here:

Section R **HEALTH AND SAFETY**

- a. The Producer recognises their duty to ensure, so far as is reasonably practicable, the health, safety and welfare at work of all Artists engaged under the terms of this Form of Engagement in accordance with the relevant statutory requirements, including the Management of Health and Safety at Work regulations, the Health and Safety at Work Act and related approved Codes of Practice and Guidance.
- b. It shall be the duty of Artists engaged under the terms of this Form of Engagement to take reasonable care while at work for the health and safety of themselves and of other persons who may be affected by their acts or omissions at work and to co-operate as far as is necessary to ensure that the Producer is enabled to comply with the Producer's duties and obligations in relation to health and safety at work under law and the terms of this clause.
- c. The Producer shall arrange the appropriate insurance provisions to meet their statutory obligations including Employer's Liability insurance and any mutually agreed additional insurance for work of a hazardous or dangerous nature.
- d. The Producer shall not require the Artist to render services of a hazardous or dangerous nature nor to undertake work that involves an unreasonable degree of risk unless the Artist with the consent of the Producer is prepared to undertake such work.
- e. A role requiring services that are predominantly of a hazardous or dangerous nature shall be offered only to suitably qualified and experienced stunt performers/stunt coordinators.
- f. The Producer shall undertake risk assessments prior to any engagement for the purposes of ensuring the health and safety of Artists.



Section S

EQUAL OPPORTUNITIES

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

Section T

WELFARE AND DIGNITY AT WORK

The Producer shall ensure that Artists have access to reasonable shelter and facilities including a seating area which should be safe dry and temperature regulated during the working period.

The Producer shall ensure there are appropriate facilities including changing facilities and access to drinking water and refreshments in or near the place of work.

The Producer shall ensure that Artists have access to the Producer’s policies including but not limited to policies on dignity at work and bullying and harassment.

Producers may choose to utilise the BFI Principles and Guidance available here:

<https://www.bfi.org.uk/about-bfi/policy-strategy/set-principles-screen-industry>

8 Equity

Section U

CONFIDENTIALITY

- a. The Artist shall not at any time hereafter do anything detrimental to or say anything detrimental about the Film, the Producer or any person involved in or associated with the Film.
- b. The Artist shall not divulge or disclose any information of any nature or kind relating to the development or production of the Film, or to the general affairs of the Producer coming within the Artist’s knowledge by reason of the rendering of the services of the Artist hereunder, or otherwise.
- c. The Artist shall have the right to refer to the Film incidentally in interviews or personal publicity, provided that such references are non-derogatory of the Film and any person involved or associated with the Film.
- d. The Artist may disclose information which would otherwise be confidential if and to the extent:
 - (i) required by law; or
 - (ii) disclosed to professional advisers to whom such information relates; or
 - (iii) the information has come into the public domain through no fault of the Artist; or
 - (iv) the Producer has given prior written approval to the disclosure.
- e. The restrictions in this Clause shall continue to apply after the termination or complete performance of any of the obligations hereunder without limit in time.

Section V

DATA PROTECTION

- a. The Producer shall process the Artist’s personal data in accordance with the General Data Protection Regulation EU 2016/679, the Data Protection Act 2018 and any other UK or EU laws and regulations relating to personal data and privacy as may be in force in the UK from time to time.
- b. The Artist acknowledges that the Producer shall

collect, use and otherwise process certain personal data of the Artist for purposes connected with the relationship under this engagement, including the Producer fulfilling its obligations under this engagement and complying with legal and regulatory obligations.

- c. The Artist acknowledges that special category personal data (including the Artist's membership of Equity), and personal data relating to criminal convictions and offences (if any), of the Artist is processed by the Producer for the purposes connected with the relationship under this engagement, including where permitted under employment legislation or to determine occupational suitability.
- d. The Producer may share the Artist's data with members of the production team, the distributor, legal and regulatory authorities, future employers and potential purchasers of the Producer (or any of its assets or business), affiliates, group companies, professional advisors and other parties which provide products or services to the Producer. If the Producer transfers the Artist's data outside of the European Economic Area, it shall take reasonable steps to ensure its security and confidentiality.
- e. The Producer is required to maintain personal data that is accurate and may ask the Artist to update their personal data at any time. The Artist shall, in any event, inform the Producer as soon as reasonably practicable of any changes to their personal data.
- f. The Artist has certain rights in respect of their personal data (such as access, rectification and portability) and further information about those rights and the processing of personal data by the Producer generally can be found by visiting the Producer's data protection/privacy policy at:

.....
or can otherwise be obtained from the Producer upon reasonable written request.

Section W **SPECIAL STIPULATIONS**

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

Section X **GOVERNING LAW AND JURISDICTION**

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

SIGNATORIES

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

.....
(on behalf of the Producer)

.....
(Artist)

Artist's Equity Membership No (if applicable):

.....
Artist's National Insurance No:

.....
Artist's VAT No (if applicable):



Guidelines for Shorts and Festival Circuit Film Engagements

- **TO BE USED IN CONJUNCTION WITH THE EQUITY TEMPLATE FORM OF ENGAGEMENT FOR ARTISTS IN SHORTS OR FESTIVAL CIRCUIT FILMS.**
- **ALL DEFINED TERMS ARE TO BE CONSTRUED ACCORDINGLY.**

PERFORMANCE SALARY (See Section F)

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

It is recommended by Equity that the Artist is paid a minimum Daily Performance Salary or a minimum Weekly Performance Salary (five day week) equivalent to the minimum basic rates under Equity's Cinema Films Agreement, minus all applicable use fees, as set out below:

	6th April 2019 – 5th April 2020
Daily	£141
Weekly (5 days)	£564

	6th April 2020 – 5th April 2021
Daily	£144
Weekly (5 days)	£576

	6th April 2021 – 5th April 2022
Daily	£147
Weekly (5 days)	£588

NUDITY AND SIMULATED SEX ACTS (See Section P)

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

3. The Artist shall be notified in writing before any audition takes place that the engagement will involve Nudity or Simulated Sex Acts.

4. At the time of casting and during auditions:

- a)** No Artist shall be required to appear Nude until after being interviewed for the part, whatever its nature.
- b)** No Artist shall be required to perform Simulated Sex Acts.
- c)** Where Nudity is required, an observer from Equity or an observer acceptable to the Artist(s) may be present.
- d)** All persons not required for Nude auditions shall not be present at such auditions.
- e)** No audition that takes place under this provision shall be filmed except by prior consultation with Equity and the prior written consent of the Artist being obtained.

5. Performances:

- a)** Any Artist required to appear Nude and/or perform Simulated Sex Acts shall have appended to their Form of Engagement a Nudity Rider. A template Nudity Rider is available from Equity. The Artist shall be provided a reasonable opportunity to review the relevant part or parts of the script and to review and negotiate the proposed Nudity Rider before signing the Form of Engagement. The Nudity Rider should include a detailed description of the scene(s), the type of nudity or physical contact required, limitations on use of the footage and production stills (if any), attire to be worn, and any other conditions agreed upon. The Producer acknowledges that the Artist is not obliged to agree the Nudity Rider.
- b)** Where an Artist has agreed a Nudity Rider and is subsequently unwilling to perform in any or all of the scripted scenes the Producer may employ body doubles and the Artist's Form of Engagement shall be amended in writing to reflect the Artist's consent.
- c)** In the event that an Artist is unable to perform, the engagement of body doubles shall be subject to discussion between the Producer and the Artist and the Artist's Form of Engagement shall be amended

in writing to reflect the Artist's consent.

- d)** 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 undertaken. This shall not preclude an observer from Equity or any other agreed representative from being present on set.
- e)** Wherever possible, an Artist shall be entitled to wear modesty attire such as nude coloured underwear/modesty patch.
- f)** In the case of an Artist being arrested or charged with any offence arising from the Artist's performance as directed, the Producer will do all that is possible to assist the Artist under the circumstances.

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

7. All continuity photographs of the Artist Nude and/or performing Simulated Sex Acts shall be destroyed and no other still photograph may be taken. The Producer shall not authorise any still photograph or likeness of the Artist Nude and/or performing Simulated Sex Acts to be reproduced in any manner whatsoever from any frame, footage or out take of the production or otherwise or used for any purpose whatsoever including in connection with advertising, publicity, trailers, merchandising, commercial tie ups or otherwise without Artist's prior written consent, provided that the foregoing shall in no way limit the Producer's right to use such footage as part of the final edited version of the production.

8. 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 best endeavours to have them removed.



PROVISION OF SCRIPTS AND REHEARSAL PERIODS

1. Adequate rehearsal periods shall be provided and paid at the Daily Performance Salary rate.
2. Scripts should be delivered to the Artist at least three days before the first day of rehearsal.

FACILITIES FOR TRADE UNION ACTIVITY

The Producer shall offer all reasonable facilities for meetings of Artists in the Artists' own time and for an Equity representative to visit the Artists at their designated place(s) of work.

DISCIPLINARY AND GRIEVANCES

Issues shall be resolved in accordance with the principles of the ACAS Guide to Disciplinary and Grievances at Work. Refer to www.acas.org.uk for further information.

PROVISION OF COSTUME

1. The Producer should provide all costume, hair-pieces, wigs, specialist make-up etc. and should ensure that they are clean and in good repair.
2. Should the Artist agree with the Producer to use his/her own property:
 - a. The Producer and the Artist shall negotiate a fee for use of the property before first use;
 - b. The Producer shall indemnify the Artist against loss or damage of the property; and
 - c. The Producer shall provide proper insurance cover.

MEAL ALLOWANCES

Per HMRC rules, for the payment of the below benchmark daily subsistence rates, the following qualifying conditions must be satisfied:
Travel must be in the performance of duties or to

a temporary workplace, and the journey is not substantially ordinary commuting; and Artist is absent from normal workplace for continuous period of 5, 10, or 15 hours; and Artist incurred a cost on a meal after starting the journey.

Minimum Journey Time	Maximum amount of meal allowance
5 Hours (one meal)	£5
10 Hours (two meal)	£10
15 Hours (and ongoing at 8pm)	£25

Please note that the HMRC requires that the Producer should have in place a regime to check that claims are valid (i.e. a meal was actually taken), and to record payments.

MILEAGE ALLOWANCES

Cars	45p per mile
Motorcycles	24p per mile

Template Nudity Rider

ALL TERMS in this Rider shall be construed in accordance with the relevant definitions set out in the Guidelines for Shorts and Festival Circuit Film Engagements (“the Guidelines”).

The Artist agrees that the Artist’s engagement shall require the Artist to appear Nude and/or perform Simulated Sex Acts, as expressly provided herein and in all respects subject to and in accordance with the terms and conditions provided in the Guidelines.

The Artist hereby acknowledges that they have received and reviewed [episode / scene number] and page(s) [] of the script in which Artist shall be required to appear Nude and/or perform of Simulated Sex Acts and hereby consents to Artist’s appearance therein. The Artist acknowledges that page(s) or scene number(s) may change in the event of a script revision provided that any such changes may not alter the scope or extent of the Nudity and/or Simulated Sex Acts without Artist’s prior written consent.

NUDITY

The Artist acknowledges and agrees that the Artist shall be required to appear Nude as follows: [Include detail and extent of nudity: above-the-waist frontal nudity, below-the-waist frontal nudity, rear nudity, etc.; detailed description of the scene(s); physical contact required; limitations on use of the footage and production stills (if any); attire to be worn (including nude coloured underwear/modesty patch); and any other conditions agreed upon].

SIMULATED SEX ACTS

The Artist acknowledges and agrees that the Artist shall be required to perform Simulated Sex Acts as follows: [Include detail and extent of specific act(s)].



Following Artist's execution of this Rider Producer thereafter may make changes to scenes involving Artist's Nudity and/or Simulated Sex Acts as may be necessary to accommodate production exigencies or creative decisions and the Artist hereby agrees to perform therein, provided that such changes shall not require the Artist to appear in a greater degree of Nudity as described above, or to perform Simulated Sex Acts that are inconsistent with that described above, without Artist's prior written consent.

Further help and advice

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