

WALK-ON AND BACKGROUND ARTISTS AGREEMENT

between

Producers Alliance for Cinema and Television

and

Equity

**FOR TELEVISION PRODUCTION OUTSIDE
THE 40 MILE RADIUS OF CHARING CROSS**

Agreement of 1 August 2004
With revised rates from 1 July 2009

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WALK-ON AND BACKGROUND ARTISTS AGREEMENT

between

PRODUCERS ALLIANCE FOR CINEMA AND TELEVISION

and

EQUITY

An Agreement made on 1 August 2004 between the Producers Alliance for Cinema & Television of 45 Mortimer Street, London W1W 8HJ (hereinafter called the "Association") representing its individual members (hereinafter referred to as "the Producer") of the one part, and Equity of Guild House, Upper St Martins Lane, London WC2H 9EG (hereinafter referred to as "the Union") representing its individual members engaged to undertake the roles of Walk-On Artists and Background Artists (hereinafter referred to as "Walk-On Artists" and "Background Artists") of the other part.

COMMON TERMS

1. **Date of Commencement, Duration & Termination of the Agreement**

This Agreement shall commence on 1 August 2004 and shall continue until such time as terminated or amended by either party. The Agreement may be terminated by either party giving six months written notice of termination and such notice may be given at any time. The Agreement will be monitored during its operation and either party may seek minor revisions of a non-financial nature at any time.

2. **Application of the Agreement**

This Agreement provides the terms and conditions for the engagement of all Walk-On Artists, all Background Artists engaged in a studio, and up to and including 40 Background Artists on location on a single day or night. This Agreement shall apply to all such engagements within the United Kingdom of Great Britain, the Channel Islands and the Isle of Man outside a minimum 40 mile radius from Charing Cross.

A studio shall be defined as a permanent place of work purpose built or permanently altered for the purpose of television production

The Association and the Union agree that the spirit and intention of the Agreement is to create, maintain and further good relations between Producers and Walk-On Artists and Background Artists. The Union is recognised by the Association and the Association by the Union as the representative bodies for the individuals covered by the terms of this Agreement.

3. **Definitions**

Walk-On Artist

Shall mean an Artist who is required to exercise their professional skills in relation to a cast actor or actress and/ or in close-up to camera and be required to impersonate an identifiable individual and/or speak a few unimportant words where the precise words spoken do not have an effect on the overall script or outcome of the story.

Background Artist

Shall mean an Artist who appears in vision (other than members of the public in actuality scenes e.g. football matches where there is no substantial creative direction of the public) who shall not be required to give individual characterisation or speak any dialogue except that crowd noises shall not be deemed to be dialogue in this context.

4. **Working Hours**

a. The Working Day or Night

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

b. Make-up, Hairdressing and Wardrobe

The Walk-On/Background Artist shall be available for Make-up, Hairdressing and Wardrobe, which time shall be counted as part of the working day or night.

c. Day Calls

The Working Day, including the Walk-On/Background Artist's preparation for their part, shall commence at the time at which the Walk-On/Background Artist is called or attends to render services, or from a designated assembly point which the Walk-On/Background Artist is instructed to use by the Producer but in any event a day call shall not normally commence before 07.00. The Working Day shall end when the Artist is released or is returned to the designated assembly point.

Where day work commences after 04.00 but before 07.00 the Walk-On/Background Artist shall be paid the overtime rate for each hour or part thereof worked between 04.00 to 07.00 which shall be based on their

appropriate daily rate. This additional payment shall not count towards earnings on which UK repeats are calculated.

d. Night Calls

Night work is specially called as such and scheduled to extend beyond midnight or to commence before 07.00 hours. Payment for Night Work shall attract an additional payment of 50% of the Walk-On/Background Artists appropriate daily rate for each night worked. This additional payment shall not count towards earnings on which UK repeats are calculated.

e. Late Night Transport

When the Walk-On/Background Artist is detained beyond the original call period and the Walk-On/Background Artist is unable to return home due to public transport not being available, the Producer shall provide either transport at no additional cost to the Walk-On/Background Artist or suitable overnight accommodation.

5. Overtime

Each hour worked in excess of nine as specified in Clause 4 a) above shall attract an overtime payment calculated on the basis of one-ninth of the Walk-On/Background Artist's appropriate daily or night rate times one and one half. The Artist shall receive payment for overtime for each half hour, or part thereof at half of the appropriate hourly overtime rate.

6. Meal Breaks

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

In the event the meal break is curtailed then the Walk-On/Background Artist shall receive overtime rates for each half hour up to a maximum of one hour.

If the Walk-On/Background Artist is engaged on a call that commences before 07.00 the Artist shall be provided with a hot drink upon their arrival.

7. Physical Appearance/Demanding Work

If there is a requirement to change the Walk-On/Background Artists physical appearance which might be of a semi-permanent nature, e.g. for a period drama, or if the Artist is required to undertake unusually strenuous work, then any such requirements should be made known to the Walk-On/Background Artist in advance.

In the event that these requirements are not made known in advance to the Walk-On/Background Artist then the Walk-On/Background Artist has the right to refuse to fulfil the engagement and will be paid their agreed contractual fee in full.

8. Nudity/Simulated Sex

Both the Producer and the Walk-On/Background Artist acknowledge that the requirements of certain productions may call for the Walk-On/Background Artist to perform nude or semi-nude or to perform simulated sex acts. In the case of such "nude calls" the following shall apply:

- a. The intention of the Producer to make "nude calls" shall be made known to the Union.
- b. The nature of such "nude calls" shall be made known to the Agent by the Producer, both in advance and on a daily basis.
- c. The nature of such "nude calls" shall be made known to the Walk-On/Background Artist both in advance and on a daily basis prior to the acceptance of such engagements by the Artist. Should this requirement be breached the Walk-On/Background Artist has the right to refuse to perform nude or semi-nude or simulated sex acts without forfeiting their contractual fee.
- d. No Walk-On/Background Artist shall be obliged to accept a "nude call" and no Artist shall be penalised either at the time or subsequently for refusing to accept such a "nude call".
- e. During rehearsing and shooting of "nude calls" the Producer shall at all times maintain a closed set and ensure that the minimum number of cast and crew (commensurate only with production requirements) are present.

9. Provision of Clothing

The Walk-On/Background Artist shall provide all such modern dress and footwear as the Walk-On/Background Artist may possess and use in the Walk-On/Background Artist's private capacity and if such clothing becomes soiled or damaged during the engagement (other than solely through the fault of the Walk-On or Background Artist) the Producer shall pay for the cleaning and/or repair of such clothing, or compensate the Walk-On/Background Artist for any damaged clothing which cannot be satisfactorily repaired.

10. Equal Opportunities

The parties to this Agreement are committed to the development of positive policies to promote Equal Opportunities and fair employment regardless of disability, marital status, race, creed, age, ethnic origins, sex or sexual orientation and responsibilities to dependants. This principle will apply in respect of all terms and conditions of engagement under this Agreement. A Genuine Occupational Qualification as defined in the Sex and Race Discrimination Acts for the engagement of Walk-On/Background Artists of specific gender and/or ethnic origin will be excepted from this policy. The parties agree to monitor the introduction of this Clause and to review from time to time the operation of this policy.

11. Time of Payment

The Producer shall pay to the Walk-On/Background Artist not later than each Friday of the week following the week/day of performance all moneys due for the services of the Artist in the making of the production up to and including the preceding Saturday.

12. Supplementary Payment(s) - Special Skills

For each day or night that the Walk-On/Background Artist is required to exercise a special skill(s), a special skill(s) payment shall be paid of not less than £17.65.

A special skill shall include skills of a non-hazardous nature, such as swimming, skating, driving, fencing, boxing, riding and non choreographed dancing or basic ballroom dancing where some limited choreography is required which the Walk-On or Background Artist possesses and which is stipulated as a requirement of the engagement.

13. Costume Fittings

If the Walk-On/Background Artist is called to attend for a costume fitting other than during a working day or night the Artist shall receive a costume fitting payment. (See Appendix A)

14. Holiday Entitlement

The Walk-On/Background Artist shall be entitled to paid holiday calculated at four weeks a year on a pro rata basis. The Producer may nominate periods of holiday and will provide at least twice as much notice as the length of the nominated period e.g. at least two days notice for one day of holiday. In addition, subject to the express agreement of the Producer, holiday may be taken at times requested by the Walk-On/Background Artist. The Walk-On/Background 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.

If at the end of the engagement the Walk-On/Background Artist has not taken all the holiday due to them then payment shall be made in lieu of holiday accrued but not taken. Payment for complete days of holiday accrued but not taken shall be a holiday credit of 1/12 of the appropriate minimum daily payment for each day/night worked as shown in Appendix A of this Agreement

15. Disputes Procedure

If an individual engaged as a Walk-On/ Background Artist believes that he/she has not enjoyed the full benefit of the terms and conditions specified in this Agreement in respect of their engagement, he/she shall in the first instance, and within 72 hours (excluding Saturdays, Sundays and public holidays), raise the matter with a full time official of the Union who will then notify the Industrial Relations Service of the Association. The matter shall then be discussed within 72 hours (excluding Saturdays, Sundays and public holidays) by a full time official of the Union and an official of the Industrial Relations Service of the Association. Failing resolution of the matter, it shall then be referred within five working days to a panel convened to consider the matter that shall consist of representatives of the Union and the Association unconnected with the production in question, whose unanimous recommendation shall be binding. In the event that the panel is unable to reach a unanimous recommendation, the matter shall be referred to a third party for conciliation or arbitration in a form to be agreed between the Association and the Union.

Pending exhaustion of this procedure, there shall be no stoppage of work, lock-out, ban on overtime either of a partial or general nature and no departure from normal working shall take place or be authorised.

SPECIAL PROVISIONS FOR WALK-ON ARTISTS

1. DEFINITION OF A WALK-ON ARTIST

A Walk-On Artist shall be an individual who is required to exercise their professional skills in relation to a cast actor or actress and/ or in close-up to camera and be required to impersonate an identifiable individual and/or speak a few unimportant words where the precise words spoken do not have an effect on the overall script or outcome of the story.

It is recognised by the Producer that whenever reasonable and practicable, previous professional experience will be a significant factor in the engagement of Walk-On Artists and that there can be no discrimination on the basis of Equity membership or non-membership in relation to fees and other terms of employment.

2. Multi-Episodic Work

Multi-episodic work shall mean scenes recorded on one day or night and intended to be used in unlimited episodes, segments or instalments of the same production except that the same scene repeated in future episodes, segments or instalments of the production will not be deemed to be multi-episodic or a repeat.

a. A Walk-On Artist who is specifically engaged to perform in more than one episode, segment or instalment of the production shall receive the multi-episodic payment detailed in Appendix A which shall entitle the Producer to incorporate the Walk-On Artist's performance into unlimited episodes, segments or instalments of the production.

b. Where a Walk-On Artist has not been engaged under this provision and their performance is subsequently incorporated into more than one episode, segment or instalment of the production the Walk-On Artist shall receive an additional payment of 50% of their total earnings excluding overtime and supplementary payments which shall entitle the Producer to incorporate the Walk-On Artist's performance into unlimited episodes, segments or instalments of the production.

c. Compilations

Where a Walk-On Artist has not received an additional multi-episodic payment and their performance is subsequently incorporated into a compilation programme then the Walk-On Artist will receive an additional payment of 50% as described in b) above.

3. Use of Performances

Payments made to Walk-On Artist's under this Agreement shall entitle the Producer to permit the transmission of the production once separately or simultaneously in all or any television regions in the UK on one Network and unrestricted use in all media rights outside the UK main terrestrial channels (i.e. BBC1, BBC2, ITV1, Channel 4/S4C and Five) including all world theatric, world non-theatric and world video rights.

In the event that the Walk-On's performance is included in a production broadcast in analogue format and a simultaneous transmission is made of that permitted broadcast which is identical in every way save that it is transmitted in a digital format on the same delivery platform i.e. cable, or satellite or terrestrial, then the simultaneous broadcasts shall be considered to be a single transmission for the purposes of this agreement.

4. UK Network Repeats

For any further UK Network transmission (i.e. on BBC1, BBC2, ITV1, Channel 4/S4C and Five) in peak time hours the Walk-On Artist shall be entitled to 100% of their appropriate day rate for each day or night worked.

For any transmission in off peak day or night time hours as defined below the Walk-On Artist shall receive the appropriate percentage of their earnings as specified above.

All further UK Network transmissions that are pre-purchased shall be paid at the peak time hour rates and shall not be credited against any transmissions made in off-peak hours, though nothing shall prevent the production subsequently being shown in off peak hours.

5. Additional UK Network Transmissions

a. Peak Hours

18.00 - 22.29

b. Day Time off-peak hours

In cases where a repeat transmission is scheduled to commence in accordance with the hours as listed below the repeat payment due to the Artist shall be calculated at 50% of their earnings as defined in Clause 4 above.

Day Time

09.00 - 17.59

c. **Night Time off-peak hours**

In cases where a repeat transmission is scheduled to commence in accordance with the hours below the repeat payment due to the Artist shall be calculated at 25% of their total earnings as defined in Clause 4 above.

Night Time

22.30 - 09.00

d. In respect of programmes that are repeated within a week of first transmission, the repeat payments shall be 75% of the rates set out above.

e. The time bands set out in sub-clauses (a) (b) (c) and (d) above shall be subject to a review by the Association and the Union, to be concluded by 30 July 2005. The Association shall provide all available data concerning transmissions of repeats in the time bands to inform the review. If as a result of this review it is agreed by both parties that these provisions have not resulted in additional payments to Union members from additional scheduling of repeats, then both parties shall consider in good faith proposals from the Union for further changes as may be appropriate. If as a result of the review there is a failure to agree to continue with the time bands set out in sub-clauses (a) (b) (c) and (d) above or on any further changes thereto, the time bands contained in the previous Pact Equity Walk On and Background Artists Agreement shall apply after 30 July 2005.

6. Trailers/Opening Closing Sequences

Use of the Walk-On Artist's pre-recorded performance in a promotional trailer or an opening/closing sequence for the production for which they were engaged or as extracts in other productions shall incur no additional payment.

A Walk-On Artist who is specifically engaged solely to appear in a promotional trailer or an opening/closing sequence shall be engaged under the terms of this Agreement which shall entitle the Producer to permit unlimited UK Network transmissions on one Channel of the Walk-On Artist's performance over a period of three months from it's first transmission. For an additional payment of 100% of the Walk-On Artist's earnings as defined in Clause 4 above, the Producer shall be entitled to permit unlimited UK Network transmissions for a further period of three months.

7. Schools and Adult Educational Productions

The payment to a Walk-On Artist engaged to appear in an educational production shall entitle the Producer to permit the transmission of the Walk-On Artist's performance twice in each transmission area on one Network. The Producer may also permit the transmission of a preview transmission for teachers on payment of 50% of the Walk-On Artist's earnings as defined in Clause 4 above.

For additional repeats the provisions of Clauses 4 and 5 shall apply except that each UK Network repeat payment shall acquire two transmissions on one channel.

SPECIAL PROVISIONS FOR BACKGROUND ARTISTS

1. DEFINITION OF BACKGROUND ARTIST

A Background Artist shall mean an Artist who appears in vision (other than members of the public in actuality scenes e.g. football matches where there is no substantial creative direction of the public) who shall not be required to give individual characterisation or speak any dialogue except that crowd noises shall not be deemed to be dialogue in this context.

It is recognised that there can be no discrimination on the basis of Equity membership or non-membership in relation to fees and other terms of employment covered by this Agreement. It is recognised by the Producer that previous professional experience will be a factor in the engagement of Background Artists under this Agreement particularly where special skills may be required.

2. Application of the Agreement

The terms and conditions of this Agreement will apply to all Background Artists engaged to work in a recognised studio and up to and including 40 on each day or night when engaged to work on a location.

When 41 or more Background Artists are called on a day or night the terms and conditions of this Agreement shall not apply and each Background Artist engaged to work on that day or night will receive an individually negotiated fee.

3. Use of Performances

The payments made to Background Artists shall entitle the Producer to use the performance without restriction in all media throughout the world in perpetuity.

APPENDIX A

Schedule of Payments

Schedule of Payment for:

Walk-On Artists	Day rate	£90.90
	Holiday Credit	£9.78
	Multi-episodic day rate	£136.38
	Holiday Credit	£9.78

Background Artists	Day rate	£67.79*
	Holiday Credit	£7.30

*When 41 or more Background Artists are called on a day or night on location the terms and conditions of this Agreement shall not apply and each Background Artist engaged to work on that day or night will receive an individually negotiated fee.

Supplementary Payments

Special Skill Payment	Negotiable subject to a minimum of	£17.65
Costume Fitting Payment	Full day	£38.04
	Holiday Credit	£4.09
	Half day	£20.23
	Holiday Credit	£2.18

SIGNATORIES TO THE AGREEMENT

For the Association:

Signed by:
JOHN McVAY
Chief Executive - Producers Alliance for Cinema & Television

Signed by:
ANDREW CHOWNS
Chief Executive - Producers Rights Agency

For the Union:

Signed by:
IAN MCGARRY
General Secretary - Equity

Signed by:
HARRY LANDIS
President - Equity