



FORM OF ENGAGEMENT FOR ARTISTS IN STUDENT 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 Student Film Engagements.

Section A – ENGAGING STUDENT/INSTITUTION (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

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 - NUILITY

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:

- (a) 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
- (b) 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

- (a) 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.
- (b) 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>.

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. 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.
- (c) 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.
- (d) 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):