

EQUITY

EQUITY/PACT CINEMA FILMS AGREEMENT 2021:

A Digest of Minimum Terms and Conditions

All terms to be read in to be read in conjunction with the Pact Equity Cinema Film Agreement 2021

Minimum Rates effective 6th April 2024 – 5th April 2025

ARTISTS

(Including eligible performance capture; dancers; puppeteers)

Basic Performance Salary (excluding Use Fees)		Performance Salary (including applicable pre-purchase of Use Fees) ¹		
		Production Budget:		
		£3m and over (+280%)	£1-3m (LBF) (+75%)	Under £1m (VLBF) (+50%)
Daily	£161.00	£611.80	£281.75	£241.50
Weekly (5 days)	£644.00	£2,447.20	£1,127.00	£966.00

Overtime: **1/3** of negotiated daily Basic Performance Salary subject to a maximum of **£97 per hour**. No use fees to be applied. (F15.1)

Fittings: **1/2** of negotiated daily Basic Performance Salary up to five hours; **full** negotiated Daily Basic Performance Salary where more than five hours subject to a maximum of **£161**. No use fees to be applied to additional fee. (F11.2.(iii)(a))

Travel on non-working days: **1/2** of negotiated daily Basic Performance Salary up to five hours; **full** negotiated daily Basic Performance Salary where more than five hours. No use fees to be applied to additional fee. (F20.3)

Post-Synchronisation²: **1/2** of negotiated daily Basic Performance Salary and applicable use fees, up to five hours, with a minimum of **£161**; **full** negotiated daily Basic Performance Salary and applicable use fees where more than five hours. (F11.2.(ii))

¹ See breakdown and separate rules for Low Budget Films and Very Low Budget Films on page 4

² Dubbing of Artist's own role

STUNTS – Appendix FB

Minimum Rate (inc. Performance Salary and Use Fees)	Stunt Performer	Stunt Co-ordinator
Daily	£667.00	£848.00
Weekly (5 days)	£2,668.00	£3,392.00

Overtime: 1/7 of negotiated Daily Rate (no maximum)

Fittings: **£161.00**

Travel Days: 1/2 of negotiated Daily Rate up to five hours; full negotiated Daily Rate where in excess of five hours

Seventh Day: Negotiated Daily Rate **plus 50%**

Stunt Insurance Daily: **£22.00**

Stunt Insurance Weekly: **£44.00**

SESSION SINGERS – Appendix FC

(Calculated based on total hours of employment (no. of sessions x no. of hours per session x no. of singers))

Scale 1 (1-36 total hrs)	£153.00 per hour (£306.00 per min. 2hr session)
Scale 2 (37-350 total hrs)	£112.00 per hour (£224.00 per min. 2hr session)
Scale 3 (351-800 total hrs)	£103.00 per hour (£309.00 per min. 3hr session)
Scale 4 (801+ total hrs)	£76.00 per hour (£228.00 per min. 3hr session)

VOICEOVERS – Appendix FE

(Including re-voicing and commentary)

Session rate (4 hours): **£118.00** + applicable Use Fees

ADR – Appendix FH

(Creation of atmosphere and general characteristics, sounds and dialogue to fit with action, often over crowd scenes)

ADR session rate (4 hours): **£348.00** inclusive of Use Fees

ADR session rate (LBF/VLBF): **£113.00** + applicable Use Fees

APPLICABLE TO ALL ENGAGEMENTS

Holiday pay³	£19.33 per day. (F19.5)
Late Payment Penalty:	£10.00 per day subject to a <u>maximum</u> of £1,000.00 per Artist. (F12.2)

TERMS OF ENGAGEMENT

Working Day:	10 hours including 1 hour for lunch. (F14.4)
Continuous Working Day:	8 hours, normally between 7am & 7pm; includes a running buffet. (F14.5)
Makeup/Hair/Wardrobe:	Included as part of the working day. (F14.6)
Payment:	On a weekly basis by Friday of the week following that in which the work is done. (F12.1)
Night work:	10 hours including 1 hour break. Additional 50% of negotiated daily Basic Performance Salary. No use fees to be applied to additional fee. (F14.8 & F15.6(i))
Work on Sixth day:	Negotiated daily Basic Performance Salary and applicable Use Fees. (F13.2)
Work on Seventh day:	Additional 100% of negotiated daily Basic Performance Salary. No use fees to be applied to additional fee. (F15.6.(ii))
Declared Holidays:	Additional 50% of negotiated daily Basic Performance Salary. No use fees to be applied to additional fee. (F15.6.(i))
Daily rest period:	Normally 12 consecutive hours between calls but can be reduced to 11 consecutive hours if necessary. (F14.12.(i))
Weekly rest period:	Normally 24 consecutive hours during a 7-day period but can be reduced to either 2 rest periods of 24 consecutive hours during a 14-day period or 1 rest period of 48 consecutive hours during a 14-day period. (F14.12.(ii))
Penalty for broken Daily/Weekly rest periods:	Overtime payment for those hours by which rest period is curtailed. (F15.5)

³ Applicable to any attendance / contracted attendance

Rest break: Uninterrupted rest break of 20 minutes no later than 6 hours from call time (including hair/make up etc.) or six hours from last rest break. (F14.12.(iii))

MINORS
(aged 10 up to school-leaving age) – Appendix FK

Performance Salary: No less than 50% of adult rate.

All other fees: No less than 50% of adult rate.

Use Fees: Applicable pre-purchase of Use Fees applies.

Back-end: Minors to be assigned Time and Salary Units and to participate in Net Profit (Option A) / Royalty Payments (Options B/C) as applicable.

Local Education Authority: Hours, breaks and other relevant terms to be governed by applicable Local Education Authority license / statutory requirements.

BREAKDOWN OF PRE-PURCHASED USE FEES

Market/Medium and Territory	Use Fee Percentage
Theatric North America and Non-Theatric Worldwide	30%
Theatric World excluding North America and Non-Theatric Worldwide	30%
World Videogram	70%
UK Pay Per View and Subscription Television	15%
UK Network Terrestrial Television	12.5%
UK Secondary Television	2.5%
USA Major Network Television	15%
USA Non-Major Network Television	5%
USA Pay Television	10%
World Television Exc. UK and USA	5%
World Download to Own/Electronic Sell-through	5%
World Free Video on Demand and Pay Video-on-Demand	75%
World Clip Exploitation	5%
Total (as per Appendix FA)	280%

LOW BUDGET FILMS

- A film with a budget below £1 million can be registered with PACT as a Very Low Budget Film (VLBF).
- A film with a budget below £3 million but above £1 million can be registered with PACT as a Low Budget Film (LBF).

Such films attract lower Use Fees (50% on VLBF & 75% on LBF). This pre-purchase allows a Producer to exploit the film across the board (i.e. the pre-purchase buys all Uses listed above). In exchange for this concession, the producer must pay an enhanced Net Profit Share (5% instead of the standard 3% - see below).

BACK-END

Option A

3% of the film's Net Profits from all sources, to be shared among Artists pro rata, on a points system and to be reported via an independent collection agent approved by Equity. This Option will usually apply to independent British films.

Options B and C

A percentage of gross receipts (Royalty Payments) from home video, new media and television sales / licenses to be shared among Artists pro rata, on a points system. This Option will usually apply to films with a higher budget such as US Studio films made in the UK. Option C buys out ancillary rights but offers enhanced Royalty Payments compared with Option B.

POINTS SYSTEM

(Applicable to Options A, B & C)

Time Units:

Each day worked = 1/5th (0.2) Time Unit

Each week worked = 1 Time Unit

Maximum = **5 Time Units**

Salary Units:

For three days or less;

Each multiple of daily minimum = 1/5th (0.2) Salary Unit

Four or more days/weeks;

Each multiple of weekly minimum = 1 Salary Unit

Maximum = **10 salary units**

EQUITY'S DISTRIBUTION FEES

(For disbursement of Net Profit Share and Royalty Payments)

Either (as the Producer shall elect):

- A one-off payment of £3,000 to cover all accounting with respect to the film for all accounting periods; or
- A sum equivalent to 1% of the lump sum payment made by the Producer for each accounting period

FINANCIAL ASSURANCES / ESCROW

Any film production must either provide a letter of financial guarantee (only accepted from organisations recognised by Equity - for example, US Studios or broadcasters) or place money in escrow with PACT.

In all cases where escrow is required, the Producer must lodge the entire sum to be paid to each Artist subject to a maximum of £5,000 per week, with a maximum of two weeks' money held, i.e. a maximum of £10,000 per Artist.

The escrow will be returned as soon as practicable following:

- Confirmation by the Producer that all Artists have been paid;
- Receipt of a completed time and salary sheet; and
- Provision of final Production Budget / definition of Net Profit / identity of collection agent and Equity Net Profit participation as applicable.

CONTACTS

Further details on all issues connected with the Cinema Films Agreement, please contact:

Equity contacts for cast:

Joe Cush (Assistant Organiser): jcush@equity.org.uk

Amy Dawson (Industrial Official): adawson@equity.org.uk

Pact contacts for Producers:

Weronika Kurzynska – weronika@pact.co.uk

Grace Goodier – grace@pact.co.uk

Helen Hogan – helen@pact.co.uk