

CONTRIBUTOR RIGHTS CONTRACT NOTICE: ER 06/06

BBC/ EQUITY: AUDIO AGREEMENT 2006/2007

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Date: 9th June 2006

The rates set out in this notice replace those in the Contributor Rights Notice ER 08/05 for engagements where the Final Performance Day is on or after 12th June 2006 and will apply up to and including 30th May 2007 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

Section 1: Transmission Rights

Section 2: Actors / Variety

Section 3: Chorus Singers

Section 4: Solo Singers

Section 5: Additional Uses

Section 6: Secondary Uses

Section 7: General Addendum

Section 8: Terms of Agreement

INDEX

Section 1: Transmission Rights

- 100. Core Services
- 101. World Services
- 102. Digital Radio Services
- 103. European Broadcasting Union
- 104. Engagement Fees
- 105. On-Demand Service
- 106. Fee Levels

Section 2: Actors/ Variety Artists

- 200. Minimum Engagement Fees
- 201. Knock on scale
- 202. Supplementary Fees
- 203. Single Programme/Episodes
- 204. Multi-episodic use for 15 minutes programmes
- 205. Multi-episodic / Item Recording
- 206. Short single session for minor contributions
- 207. Single Dramatic readings
- 208. Multiple Dramatic readings
- 209. Pilot programmes
- 210. Flashbacks / Flashforwards
- 211. Photographic calls
- 212. Hours of Work
- 213. Overtime
- 214. Local Radio

Section 3: Chorus Singers

Section 4: Solo Singers

Section 5: Additional Uses

- 500. Excerpts from Performances and Rehearsals of third party or BBC productions
- 501. Extracts
- 502. Commercials
- 503. Historic, Reminiscent and Obituary programmes
- 504. Trailers

Section 6: Secondary Uses

- 600. Repeats including on-demand service
- 601. Commercial Uses
- 601. Compilations
- 601. Minor Contributions in non-drama and light entertainment programming
- 602. Commercial Audio Recording

Section 7: General Addendum

- 700. Travel and Allowances
- 701. In-House Training rates
- 702. BBC English (World Service)
- 703. Radio Drama Company (including Carleton Hobbs Bursary and Norman Beaton Fellowship)
- 704. The Archers

Section 8: Terms of Agreement

- 800. Duration and termination
- 801. Supply of information
- 802. Pension Scheme
- 803. Leave Entitlement
- 804. BBC/Equity Disputes procedure
- 805. Equal Opportunities

SECTION 1: INITIAL TRANSMISSION/ENGAGEMENT DETAILS

100. 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 (or once if applicable), by any means of analogue or digital 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 once overseas.

101. 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.

102. Public Service Digital Services

The BBC's public service digital radio services are 1Xtra, 6Music, BBC7, the Asian Network and Sports Extra. Digital Radio engagement fees grant 1 transmission cycle. The engagement fees are based on 66.66% of the core service 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 a transmission cycle is defined as unlimited use in a 3 year term.

103. European Broadcasting Union

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) without payment.

104. Engagement Fees

The engagement fees stated within this agreement grant two transmissions or transmission cycles unless otherwise specified. Engagement fees granting one transmission or one transmission cycle in the World Service or on BBC Public Service Digital Radio Services are based on 66.66% of the rates for two transmissions.

Engagements granting one transmission or one transmission cycle in the World Service or BBC's Digital Radio Services may be offered in the following areas:

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

105. On-Demand Service

From the start of each audio-on-demand service a payment of 3% will be applied to all fees. This supplementary payment will allow programmes to be available for a period of 14 days from the date of first transmission.

106. Fee Levels

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.

SECTION 2: ACTORS / VARIETY ARTISTS

200. Minimum Engagement Fees

The fees below are negotiable.

	2 txs	1 tx
Full Day	£200	£135
Part day	66.66% of full day fee but not less than £200 £135	
Part Day (World Service and Education programmes only)	£128	£87
Vernacular Services of the World Service (excluding Europe)		£83
First engagement (and under age of 18) full day fee:	£140	£93

201. Knock On Scale

Established rates to be increased by 2.5% from rates in Contributor Rights Contract
Notice: ER/08/05 (Issued 27th July 2005)

Two Transmission Rates			
Aug 2005/06	Aug 2006/07	Aug 2005/06	Aug 2006/07
£	£	£	£
195	200	252	258
196	201	256	262
198	203	257	263
200	205	263	270
203	208	265	272
204	209	270	277
206	211	272	279
210	215	276	283
217	222	277	284
218	223	280	287
221	227	283	290
224	230	284	291
226	232	289	296
228	234	297	304
229	235	304	312
234	240	316	324
240	246	319	327
242	248	327	335
245	251	328	336
246	252	343	352
248	254	359	368
249	255		

202.	<u>Supplementary Fees</u>	2 txs	1 tx
	Additional Day	£120	£85
	Additional Part Day (recalls only)	£81	£53
	Readthrough (part day)	£73	£73

During the readthrough the artist shall not be required to rehearse or record on microphone.

203. Single Programme/Episodes

The appropriate engagement fee is payable for one day of any single episode engagement. Rehearsal and Recording may be continuous or discontinuous as required.

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.

205. Multi-episodic/ Item Recording

For use in Factual programming. 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

If the material recorded exceeds 50 minutes, an additional 10% is payable for each additional 10 minutes or part thereof.

(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.

(iii) **Short Single Session**

A total of 10 minutes material may be recorded for multi-episode use (up to 10 episodes/ items). This provision applies to programmes produced for the World Service only. NB Artists who have been engaged for a programme under the terms outlined in paragraph 206 below prior to the introduction of this provision on 12th June 2006 must continue to be booked under the terms in paragraph 206 for that programme.

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	£130 (minimum)
1 transmission	£88 (minimum)

207. Single 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.

Duration of material	maximum studio time	% of 1 transmission rate	minimum rate - 1tx
up to 5'00''	1 hour	53%	£87
5'01 - 10'00''	4 hours	66.66%	£87
10'01''-14'00''	4 hours	84%	£135
14'01 - 30'00''	9 hours	100%	£135
30'01 plus	negotiable - based on 115%/120% of 1 transmission rate		

Fees above £250 are negotiable.

208. Multiple Dramatic Readings

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

Artist's 2 txs engagement fee	Minimum fee per episode/programme
up to £255	£187
£256-£344	£203
£345 and above	£215

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 £13.80 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 | £9.50 per hour or part thereof |
| (ii) on a day on which the artist is not engaged | £38.20 (up to 4 hours) and additional hours at £11.70 per hour or part thereof |

212. Hours of Work

Unless otherwise stated the hours of work are 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.

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	£7.40 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	£7.40 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 engagements;

up to 15 minutes	£7.40 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.

PART II A AD HOC CHORUS SINGERS

I STUDIO ENGAGEMENTS

1000 Regular managed independent choirs (and choruses) engaged in the studio will be engaged on the basis of a negotiated studio and rehearsal fee. For engagements other than the above, fees per session, but including 3 hour rehearsal on the day of performance:-

		1 hour	2 hours	3 hours
Small Groups	8 or less	£95.00	£99.00	£104.00
Medium Groups	9 to 16	£73.00	£78.00	£81.00
Large Groups	17 to 24	£72.00	£77.00	£80.00
Larger Groups	25+	£67.00	£72.00	£78.00

1001 Payment of the fee permits the BBC to transmit the programme or recording thereof:-

- (1) in the Domestic Services of the BBC:- Once in each Region of the United Kingdom; where the domestic transmissions should all take place within 24 hours of each other. This fee also covers the simultaneous transmission, once overseas.
- (2) in the World Service:- In a broadcast of the World Service.
- (3) for all original engagements and repeats, streaming by on-line services simultaneously with uses under (1) and (2).

1002 Overtime

If the performance time or if the rehearsal time for a studio engagement exceeds 3 hours then overtime is payable at the rate of £10.50 for up to 30 minutes. If the maximum of 30 minutes is exceeded for performance or rehearsal for a studio engagement the artist is entitled to a further performance or rehearsal fee (whichever is relevant) in lieu of overtime.

If the performance time for a studio engagement exceeds one hour or two hours then the fee is adjusted to the two hour or three hour rate.

The rehearsal period and/or the performance period which has been booked may be exceeded only with the artist's agreement either in advance, prior to the performance, or at the time overtime is needed. Ad hoc chorus singers may well have other engagements which they have to honour.

- N.B. (1) Though the BBC will normally offer the fees shown above it has been agreed with Equity that for performances of exceptional complexity fees above the minimum rates may be negotiated.
- (2) Production staff should ensure that booking officials are notified promptly where overtime has occurred so that the necessary supplementary payments can be made.
 - (3) In a mixed amateur/professional group of chorus artists the professionals will be paid on the basis of their numbers.

ADDITIONAL REHEARSAL SESSION

- 1003 Performance Day
£28.60 for each 3 hours session.
- 1004 Overtime
£10.50 for up to 30 minutes (maximum).
- 1005 Days other than Performance Day
£49.00 for each 3 hours additional rehearsal session.
- 1006 Overtime
£10.50 for each 30 minutes with a maximum of 60 minutes overtime.

If the maximum of 60 minutes overtime is exceeded at any rehearsal session the Artist will be entitled to a fee at the appropriate rate for an additional Rehearsal Session in lieu of overtime.

N.B. The BBC will use its best endeavours to give the Artists advance notice of when overtime may be required.

REPEAT PAYMENTS (Studio Engagements)

- 1007 Domestic
50% of the performance fees payable or alternatively 35% of the performance fees payable provided that the repeat fee is paid together with the recording fee.

Radio 3 : Through the Night:

one repeat without payment at any time and two further repeats without payment within 5 years of the first transmission

- 1008 World Service

35% of the performance fees for the right to give repeats as required over a period of 8 days commencing immediately prior to the first reproduction covered by this fee.

N.B. (1) In relation to both 1007 and 1008, repeat fees are based on the fees for performance only but exclude additional rehearsal and/or overtime, and are based on fees for the original broadcast. If any programme is repeated three or more years after the date of the first transmission, repeat fees will be based on the performance fees current at the time the repeat is broadcast.

(2) Repeats of programmes first broadcast before 10th October 1991

The appropriate percentage (e.g. 50% in domestic) of the performance fee only but at the rates in force at the date of the repeat broadcast.

DISCONTINUOUS RECORDING SESSION

- 1009 The BBC is entitled to treat the whole of the period allocated to final rehearsal and performance as a combined rehearsal and recording session at which the discontinuous or rehearse/record technique may be used.
- 1010 The time allowed for pre-recording when the discontinuous method is used is 3 and a half hours for programmes lasting 30 minutes or less and 4 hours for programmes lasting more than 30 minutes.
- 1011 Discontinuous recording sessions are paid for at the Minimum Studio Performance Rates.
- 1012 If the time allowed under 1010 is exceeded then overtime is payable at the rate of £10.50 for each 30 minutes or part thereof, subject to a maximum of 1 hour's overtime on a 3 and a half hour session and 30 minutes on a 4 hour session.

ITEM RECORDING: SERIOUS MUSIC AND LIGHT MUSIC

- 1013 The BBC may record discontinuously to produce separate items (whether original or repeat broadcast use) in any programme.
- 1014 Origination Fees
- 100% of the studio engagement fees for a 3 hour session shall cover one transmission of each item in any programme within a period of one year from the first broadcast of the first item to be broadcast.
- 1015 Repeat Fees
- 50% (or 35% provided the fee is payable together with the recording fee) of the studio engagement fees for a 3 hour session (excluding additional rehearsal fees, overtime etc.) (payable upon first repeat transmission) shall cover one repeat transmission of each item in any programme within a period of one year from the first repeat broadcast of the first item to be rebroadcast.
- 1016 Session
- A 3 and a half hour session which will include up to 30 minutes of performance and 3 hours rehearsal on the day of performance. Up to 12 tracks may be recorded.
- 1017 Multi-Tracking
- If multi-tracking takes place then each multi-track shall count as two for the purposes of counting up the entitlement to twelve tracks permitted in the session.
- 1018 Overtime
£10.50 for up to 30 minutes (maximum)
- N.B. It is essential that production offices clearly state the use of items item by item in the P as R and P as B to avoid Accounts making payments in respect of each item.

BACKING TRACKS

1020 Backing tracks (the recording of chorus artists separately from other artists/musicians) may be made, subject to the following:-

- (1) All backing tracks will be made by the BBC or under its auspices. Backing tracks made in outside studios hired for the purpose will be considered as made under the BBC's auspices.
- (2) The BBC will inform Equity in advance of all backing tracks to be made in outside studios in accordance with (1) above in order to enable an Equity representative to be present, if felt necessary by Equity. The information should, time permitting, be in writing sent by the production office to the booking authority.
- (3) The tape will not be handed to any other party.
- (4) The recording will be erased from the tape after the recording of the complete programme.

N.B. The contract should specify that the performance is given for backing track purposes.

NATIONAL ANTHEMS AND TUNES OF PARTICULAR NATIONAL SIGNIFICANCE

- 1021 The session fee is the Performance Fee, set out in 1000 above.
- 1022 A session shall consist of 3 hours during which not more than 20 minutes of music may be recorded, continuously or discontinuously.
- 1023 A session may be extended by overtime, at the rate of £10.50 for up to 30 minutes (maximum), but the amount of music recorded overall shall not exceed 20 minutes.
- 1024 Additional rehearsals as required can be booked on payment of the appropriate rehearsal fee payments set out in paragraphs 1003 or 1005.
- 1025 The BBC has all broadcasting and non-paying audience rights.

SIGNATURE TUNES, OPENING AND CLOSING MUSIC AND SPECIAL INSTRUMENTAL EFFECTS:-

- 1026 The session fee payable is the Performance Fee set out in 1000 above.
- 1027 A session shall consist of 3 hours during which not more than 20 minutes of music may be recorded, continuously or discontinuously.
- 1028 A session may be extended by overtime, at the rate of £10.50 for up 30 minutes (maximum), but the amount of music recorded overall shall not exceed 20 minutes.
- 1029 Additional rehearsals as required can be booked on payment of the additional rehearsal fee payments (Paragraphs 1003 or 1005 above).
- 1030 Payment of the Performance Fee gives the BBC all radio broadcasting rights for 6 months from the first broadcast use. The rights can be revived on payment of the Performance Fees paid for the original recording. Production offices should notify the booking authority if the revival of rights is required.
- 1031 A session for Signature Tunes, Opening and Closing Music and Special Effects can be used to produce any combination of these requirements but the session must be restricted to music for the one programme series or title.

JINGLES

- 1032 (1) The session fee is 150% of the Studio Engagement fees set out in 1000.
- (2) A session shall consist of 3 hours during which not more than 20 minutes of music may be recorded continuously or discontinuously.
- (3) A session may be extended by overtime, at the rate of £10.50 for up to 30 minutes (maximum), but the amount of music recorded overall shall not exceed 20 minutes.
- (4) The BBC shall have the facility to require multi-tracking without limitation.

- (5) Additional rehearsals as required can be booked on payment of the additional rehearsal fees.
- (6) Payment of the session fees under (1) above gives the BBC all broadcasting rights for 2 years from the first broadcast use. The rights can be revived for periods of 2 years on payment of 50% of the session fees (excluding additional rehearsal and overtime payments).
- (7) A session for Jingles can be used to produce jingles for more than one programme series or title.

RECORDINGS IN THE THEATRE

1033 As per paragraphs Section 5

PROMOTIONAL USE

1034 Without additional payment the BBC shall have the right to use extracts of up to 3 minutes from previously recorded material (which may be recorded at any rehearsal or recording sessions) for promotional purposes in any BBC Radio programmes.

EVENING DRESS ALLOWANCE

- 1035
- (1) If the artists at studio performances are required by the BBC to wear evening dress they will be paid an allowance of £13.50.
 - (2) No payments will be made for wearing evening dress at public concerts.
 - (3) 'Evening Dress' for the purposes of this paragraph means in the case of male chorus artists tails or dinner jacket suits, and in the case of female chorus artists full length black evening dress or some other equivalent form of special dress as the BBC may agree shall count as evening dress.

II PUBLIC CONCERTS

1100 A public concert shall mean a public performance in front of a paying audience and shall include performances of opera and staged musical productions.

1101 PUBLIC CONCERT PERFORMANCE FEES (BBC promotions)

Regular managed independent Choirs (and Choruses) engaged to give Public Concerts will be engaged on the basis of a negotiated concert fee. Any additional rehearsals and overtime will also be negotiated.

For other engagements other than the above the fee covers up to 3 hours performance and 3 hours rehearsal at any time on the day of performance:-

Small Groups	8 or less	£123.00
Medium Groups	9 to 16	£98.00
Large Groups	17 to 24	£92.00
Larger Groups	25+	£86.00

1102 Overtime

If the performance time in a Public Concert of 3 hours or if the rehearsal time for a Public Concert of 3 hours is exceeded then overtime is payable at the rate of £12.80 for 30 minutes or part thereof up to a maximum of 90 minutes overtime. If the maximum of 90 minutes overtime is exceeded the artist is entitled to a further performance fee or rehearsal fee (whichever is relevant) in lieu of overtime.

For the purpose of calculating the duration of a public concert no interval shall be treated as of more than twenty minutes even if the actual duration is longer.

N.B. (1) Production staff should ensure that booking officials are notified promptly when overtime has occurred so that the necessary supplementary payments can be made.

(2) In mixed amateur/professional groups of chorus artists the professionals will be paid on the basis of their numbers.

ADDITIONAL REHEARSALS

Additional Rehearsal Session on Performance Day

1103 £28.60 for each 3 hour session.

1104 Overtime

£12.80 or up to 30 minutes (maximum).

1105 Days other than Performance Day

£49.00 for each 3 hour additional rehearsal session.

1106 Overtime

£12.80 for each 30 minutes with a maximum of 60 minutes overtime.

If the maximum of 60 minutes overtime is exceeded at any rehearsal session the Artist will be entitled to a fee at the appropriate rate for an additional Rehearsal Session in lieu of overtime.

N.B. The BBC will use its best endeavours to give the Artists advance notice of when overtime may be required.

RELAYS OF PUBLIC CONCERTS

- 1107 The following conditions shall apply to all BBC relays of public concerts with ad hoc chorus singers
i.e. both concerts promoted by the BBC and concerts promoted by a third party and whether the BBC broadcast is live or deferred.
A public concert shall mean a public performance in front of a paying audience and shall include performances of opera and staged musical productions.
The payment of relay and repeat fees shall include the simultaneous streaming of public concerts by on-line services.
- 1108 Relay fees (in addition to public concert performance fees paid by the BBC or the promoter).
A relay fee of £58.30 to cover a concert of up to 3 hours and overtime at £9.10 for each 30 minutes or part thereof in excess of 3 hours.
- N.B. For the purpose of calculating the length of a public concert etc. no interval shall be treated as having a duration of more than 20 minutes even if the actual length of the interval is longer.
- 1109 Payment of the relay fee shall cover the right to give or authorise the giving of a relay by any means once in each region of the United Kingdom though if given non-simultaneously the transmission should take place within 24 hours of the first use.
- The World Service of the BBC may without additional payment simultaneously relay a live United Kingdom relay. If the World Service originate the relay the relay fee will cover one broadcast by the BBC's World Service.
- While public concerts will normally be broadcast by the BBC continuously in their entirety the BBC may alternatively broadcast a public concert in up to 3 parts in up to 3 programmes. Payment of the appropriate relay fee or repeat fee shall cover one broadcast of each part of the public concert within a period of one year from the broadcast of the first part of the concert.
- 1110 A balance test is permitted, without payment, during rehearsals not called at the request of the BBC.

REPEAT PAYMENTS (Relays of public concerts)

- 1111 Domestic:- £34.50 for each repeat.
- Radio 3 : Through the Night: one repeat without payment at any time and two further repeats
with out payment within 5 years of the first transmission.
- 1112 World Service:
- 50% (or 35% provided the fee is payable together with the recording fee) of the relay fee for the right to give repeats as required over a period of 8 days commencing immediately prior to the first reproduction covered by this fee.

N.B. If any programme is repeated three or more years after the date of first transmission, repeat fees will be based on the relay fees current at the time the repeat is broadcast.

1113 Relays of Opera From Opera Houses

- (1) Soloists (Live Relays Only): 50% of performance fee or "notional fee" if appropriate.

Repeat broadcast in the Domestic Services

The BBC may rebroadcast the performance subject to payment of a further relay fee (which also covers simultaneous broadcast in the World Service).

Radio 3 : Through the Night:

one repeat without payment at any time and two further repeats without payment within 5 years of the first transmission

Repeat broadcast in the World Service

The BBC may rebroadcast the performance non-simultaneously in the World Service subject to payment of 40% of the relay fee for the right to give repeats as required over a period of 8 days commencing immediately prior to the first reproduction covered by this fee.

Radio International

BBC Radio International may distribute a recording of the broadcast to overseas broadcasting organisations subject to payment of an additional fee equal to the artist's relay fee.

Extracts

On payment of the fees shown below, extracts from BBC programmes may be used in religious, instructional, magazine, anthology, documentary, obituary and schools programmes; and in critical programmes provided the artist's permission is obtained.

Fees (Per Head)

Not exceeding one minute

£12.00

Up to 4 minutes (5 minutes Schools)

£23.40

Extracts may be used from programmes which have been recorded but not already transmitted on payment of the appropriate extract fee set out above.

Repeat use of extracts

Further extract fees are payable.

Cross media use of extracts

Cross media use of extracts of artist's performances is permitted. The fee payable is that of the Service, Radio or Television, in which the extract is used.

- (2) Chorus:- As per paragraph 1108

- (3) Producer(s):

The BBC shall pay as a single nominal payment to the Company the appropriate sum below to cover the producer

Royal Opera House	£252
English National Opera	£196
Glyndebourne, Welsh National Opera, Scottish Opera,	£163

Opera North	
Wexford and Lesser Companies	£132

(4) Stage Management

The BBC shall pay as a single nominal payment to the Company the appropriate sum below to cover the stage management

Stage Manager	£87.00
Deputy Stage Manager	£70.00
Assistant Stage Manager	£54.00

Overtime is not payable in respect of stage management

1114 RELAYS OF STAGED MUSICAL PRODUCTIONS

Relays of staged musical productions are subject to the payment of the following relays fees

(1) Soloists

A normal relay fee as per paragraph 1209 (subject to a minimum of £135.00).

(2) Vocal ensembles/chorus

A negotiated relay fee plus step out fees where appropriate. The minimum relay fee of £58.30 shall only be paid in the case of a vocal ensemble/chorus of 35 or more. The normal arrangements shall apply for repeats and other uses in relation to soloists/chorus.

(3) Producer/Director

A single negotiated payment.

(4) Stage Management

As per paragraph 1114 (4).

AD HOC CHORUS SINGERS: GENERAL CONDITIONS (APPLICABLE TO BOTH STUDIO ENGAGEMENTS AND PUBLIC CONTRACTS)

1115 EXTRACTS

(1) The BBC shall have the right to use extract(s) in religious, educational, documentary, instructional, critical, magazine, obituary and anthology programmes not exceeding a total length of 4 minutes and in Schools programmes not exceeding a total length of 5 minutes, subject to a payment to the Equity Benevolent Fund of £38.10. Extracts may be used from programmes which have been recorded but not already transmitted on payment of the appropriate extract fee.

(2) Extracts may be used in Television and Radio on payment of the fees above

(3) Extracts from Television programmes may be used in the above categories of programme on payment of the then current relevant Television extract fee and, apart from the categories of programme, under the terms of the BBC/Equity Television Agreement.

(4) The payment to the Equity Benevolent Fund shall be at the rate in force at the date of the use of the extract.

- (5) Without further payment the BBC may broadcast brief extracts in programmes of an historic or reminiscent nature and also trailers of up to two minutes in length including one minute of music from an already recorded programme or record trailers of similar length during a rehearsal or balance test or a previous public performance (in the case of a relay of a public concert or opera).

INTERNATIONAL RELAYS

1116 The Agreement on international relays in respect of chorus singers including the BBC Singers, is as follows:-

- (1) For the purpose of this Agreement between the BBC and Equity 'international relays' mean relays between Members and Associate Members of the European Broadcasting Union.
- (2) The broadcasters referred to above may without payment beyond the fees paid by the BBC for its right to broadcast or relay the performances of the chorus artists:-
 - (a) relay the performance simultaneously with the BBC's original broadcast, or
 - (b) give a deferred relay of the BBC programme within one year of the original transmission (within 30 days of the date of the original transmission in the case of Associate Members) provided that they have not taken a simultaneous relay.

For this purpose the recording can be made by either the BBC or the receiving broadcasting organisation without further payment.

BBC RADIO INTERNATIONAL (formerly BBC Transcription)

1117 Programmes Originated by BBC Radio International

- (1) Performance
125% of the fees set out in 1000 for a 3 hour session or in 1101.

Overtime

£10.50 for up to 30 minutes (maximum).

If a session lasts more than 3 and a half hours the artist shall be entitled to payment for an additional performance session in lieu of overtime.

- (2) Separate Rehearsals
The fees specified in 1003 and 1005 apply.

1118 The full Radio International rights shall mean the right to distribute outside the United Kingdom for the purpose of broadcasting or any other means of distribution to the audience (including cable and/or satellite). The percentages payable in respect of such rights are shown in Column A of 1122.

Cable rights shall mean the right to distribute for the purpose of delivery outside the United Kingdom to the audience by cable only (including distribution by any means prior to delivery by cable to the audience). The percentages payable in respect of such cable only rights shall be half those payable in respect of the full Radio International rights and are shown in Column B of 1122.

1119 Programmes recorded from transmission whether originated by the BBC or from a broadcast of a public performance promoted by a party other than the BBC.

Unlimited rights

- (1) Full Radio International Rights
125% of the appropriate performance fee in 1101 (BBC promoted Public concerts) or 1000 (studio engagements or public concerts not promoted by the BBC)
- (2) Cable Rights
62.5% of the appropriate performance fee in 1201 or 1000 as above.

1120 Limited Rights

As an alternative to taking unlimited rights, BBC Radio International shall be entitled to authorise four transmissions over a licence period of six years and pay either 100% (full Radio International rights) or 50% (cable rights) of the combined studio performance and rehearsal fees for a programme originated by BBC Radio International or, in the case of a programme recorded off transmission, a percentage of the initial domestic fee payable to the artists for performance and rehearsal on the following basis:-

	A	B
	Full Radio	Cable
	International Rights	Rights
(1) British Commonwealth, British Forces overseas and Eire (excluding the United Kingdom)	% 50.0	% 25.0
(2) U.S.A. and its territorial possessions	25.0	12.5
(3) Rest of the World (excluding the United Kingdom)	25.0	12.5
(4) British Forces only	10.0	5.0
(5) Trapped Audiences (e.g. airlines oil, rigs etc.). N.B.: trapped audience rights are limited to 12 months in the case of an airline and 4 years in the case of oil rigs etc.	3.0	

1121 Limited rights may be transformed into unlimited rights by making the payment up to 125% (full Radio International rights) or 62.5% (cable rights).

1122 As an alternative to the above residual arrangements, a royalty of 17% of the gross income accruing to BBC Worldwide will be paid in respect of these sales, such a royalty shall be shared among the artists in proportion to their aggregate fees in the programmes concerned.

1123 Adjustment of Fees

In 1120, 1121 and 1122 if BBC Radio International rights or the cable rights are taken up for the first time more than 3 years after the first domestic transmission or 4 years after the first recording for that purpose then the fees will be reassessed on the basis of the artist's current fee and current rehearsal fees. Similarly, if Domestic Services wish to use a programme specially recorded for BBC Radio International for the first time more than 4 years after first recording for BBC Radio International then the fees will be reassessed on the basis of the artist's current fee; paragraph 1125 shall be amended accordingly.

If action is taken, under paragraph 313 or 1123 to transform limited rights to unlimited rights, then the percentage to be paid to do so will be computed on an increased fee if 318 or 1125 applies.

1124 Recording of Public Performance
Without the artist's consent, public performances not promoted by the BBC may be recorded, without payment. If the programme is not approved for distribution by BBC Radio International, no payment will be made. If the programme is distributed abroad artists will be paid the appropriate fees.

1125 Use of Records in BBC's Own Services
If a programme specially recorded for BBC Radio International is broadcast in the Corporation's own services, reproduction fees will be based on normal studio rates as set out in paragraph 1000.

1126 Extracts
BBC Radio International may use extracts from programmes in accordance with paragraph 1117 of this Agreement. Payment of the fee for the extract gives unlimited BBC Radio International rights for the use of the extract in the programme in which it is incorporated.

CHORUS SINGERS

1127 Out of Town Rates
For engagements taking place 15 miles or more from the recognised centre of the city in which the Chorus Singers are based:-
Returning before midnight £18.80
Returning after midnight £24.90

LONDON CATHEDRAL CHOIRS

1128 Special Services
A Special Service is one defined as such by the capitular body.

Fees for Special Services

A special service shall attract an increase of 50% in the fees set out in paragraph 1000 above. Rates and percentages elsewhere in the Agreement apply without any increase.

Normal Services

Services other than Special Services are paid for at the rates shown in this Agreement without an increase.

Simultaneous Television and Radio

A simultaneous television radio relay, live or deferred, may be given on payment of the television fee.

SOLO LIGHT ENTERTAINMENT SINGERS

STUDIO ENGAGEMENTS

1200 Performance Fees
£135.00 (Minimum)

1201 The studio engagement fee covers 3 hours performance and a 3 hour rehearsal on the day of performance.

1202 The provision of paragraphs 1001, 1002 (overtime), 1003–1006 (Additional Rehearsal Sessions), 1009–1012 (Discontinuous Recording Sessions) and 1013–1018 (Item Recordings) apply appropriately amended to Solo Light Entertainment Singers.

1203 Repeat Payments

As per paragraph 1007–1008 based on the artists studio engagement fee.

1204 The provisions of paragraphs 1020–1034 (Backing Tracks, National Anthems etc., Jingles, Recordings in the Theatre, Promotional Use) apply appropriately amended to Solo Light Entertainment Singers.

PUBLIC CONCERTS

1205 A public concert shall mean a public performance in front of a paying audience and shall include opera and staged musical productions.

1206 For BBC promoted public concerts the BBC pays the artist a negotiated public concert performance fee of not less than £135.00.

1207 The public concert performance fee covers a performance of up to 3 hours and a 3 hour rehearsal at any time on the day of performance. For the purpose of calculating the length of a public concert etc. no interval shall be treated as having a duration of more than 20 minutes even if the actual length of the interval is longer.

1208 Additional Rehearsal Sessions

A minimum fee as per paragraphs 1103–1106.

1209 Relays

(1) BBC Promotions:

A relay fee of 50% of the artist's public concert performance fee is paid.

(2) Non-BBC Promotion:-

A fee equal to the artist's studio engagement fee is paid.

While public concerts will normally be broadcast by the BBC continuously in their entirety the BBC may alternatively broadcast a public concert in up to 3 parts in up to 3 programmes. Payment of the appropriate relay fee or repeat fee shall cover one broadcast of each part of the public concert within a period of one year from the broadcast of the first part of the concert.

1210 Repeat payments

Paragraphs 1007 and 1008 apply (where appropriate)

SOLO LIGHT ENTERTAINMENT SINGERS: GENERAL CONDITIONS APPLICABLE TO BOTH STUDIO ENGAGEMENTS AND PUBLIC CONCERTS

- 1211 BBC Radio International
Paragraph 1119 to 1127 apply where appropriate.
- 1212 Extracts
Extracts may be used in accordance with Section 5
- 1213 Local Radio As per paragraph 214
- 1214 International Relays As per paragraph 1118

MISCELLAENOUS

Simultaneous Television and Radio Transmission

When a recording or relay is transmitted simultaneously on both television and radio the television fee shall include the right without additional payment to the radio transmission.

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	£20.30

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)	£34.00
3' – 5' of transmitted material (recorded within 3 hours)	£75.00

Stage Management / Theatre Directors:

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 £198 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	£10.50
Extracts exceeding 1 minute and up to 5 minutes	£20.30

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 £15.70
Entire commercial	minimum £21.00

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 Worldwide, 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

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. 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 salary.

600. Public Service Uses

(a) Repeats on Core 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.

(i) Repeats within 3 years of 1st transmission

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

(a) Core Services

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

(b) World Service

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

(ii) Out of time repeats

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

<u>Years after 1st tx</u>	<u>(i) Core Services</u>	<u>(ii) World Service</u>
3 - up to end of year 8	50%	40%
9 - up to end of year 14	80%	65%
15 - up to end of year 19	125%	110%
20 - up to end of year 24	175%	160%
25 - up to end of year 29	230%	215%
30 - up to end of year 34	285%	270%
35 - up to end of year 39	310%	295%
40 - up to end of year 44	325%	310%
45 - up to end of year 49	515%	500%
50 plus	540%	525%

(iii) On-Demand Service

From the start of each audio-on-demand service a payment of 3% will be applied to all repeat fees. This supplementary payment will allow programmes to be available for a period of 14 days from the date of first repeat.

(b) Public Service Pre-Purchase: Factual Programmes

On payment at point of contract of 7% of the artist's aggregate fee the BBC purchases all public service uses of the programme excluding transmissions on Radios 1 – 5, BBC 7 and the World Service for a term of 5 years from first transmission of the episode/programme.

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).

601. Commercial Uses

(i) Royalty Provisions

A 17% royalty of the gross income and deemed receipts accruing to BBC Worldwide, 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 25% will be paid in respect of sales. In both cases the royalty shall be shared in proportion to the artist's aggregate fees in the programmes concerned.

(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.

NB for programmes over 3 years old the aggregate fee should be adjusted under the terms of 600 (ii).

(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.

(a) 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.

	2 tx eng fee	1 tx eng fee
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%
The Archers, British Forces Broadcasting Service	7%	10%
	see chart below	

Rate for The Archers	BFBS Payment
£206	£12.74
£213	£13.16
£224	£13.93
£235	£14.56

Trapped Audiences (e.g. airlines, oil rigs, etc) 2% 3%

NB trapped audience rights are limited to 12 months in the case of an airline and 4 years in the case of oilrigs etc)

(iii) 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.

(iv) 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.

602. Commercial Audio Recordings

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

Royalty payments are based on net receipts of those amounts actually received by BBC Worldwide in respect of the sale of the recordings less only any applicable taxes and accounting for returned (i.e. unsold) recordings.

(a) Dramatic and Multi-voice Readings

Artists will receive a £50 advance payment to be recouped against royalty payments, such a payment shall be shared among the artists in proportion to their aggregate fee for the programme concerned for physical products (e.g. cassette, CD, DAT) only.

Royalties payable are:

- (i) 8.35% on sales in the UK and Northern Ireland, 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 sales in North America
- (iv) 8.35% from exploitation of the Extract rights

(b) Single voice reading

Artists will receive a £1000 advance payment to be recouped against royalty payments for physical products (e.g. cassette, CD, DAT) only.

- (i) Royalties are payable in the UK and Northern Ireland 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) Royalties are payable (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 sales in North America
- (iv) 4% from exploitation of the Extract Rights

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 per 24 hours, or
- (b) Where an artist stays in private accommodation: £25.00 (including breakfast).

701. In-House Training rates

Full Day	£85.90
Part Day	£49.80

702. BBC English (World Service) Freelance Rates

Artist with one transmission fee of:	Freelance: half day fee	Freelance: full day fee
£135 - £156	£124	£158
£157-£177	£134	£166
£178-£216	£142	£178
£217 and above	£152	£191

(ii) Rights

The above fees acquire all rights except commercial audio recordings where payment will be made in accordance with Section 6, paragraph 604.

703. Radio Drama Company

Weekly Rate: £457 (minimum)

Hours of Work: 40 hours per week averaged over a 4 week period

Engagement Period: 3 months (with notice period of one month on either side)

Leave entitlement: 6 days' paid leave

Carleton Hobbs Bursary Recipient + Norman Beaton Fellowship

Fixed Weekly Trainee Rate: £400

Contract Completion Bonus: £500

Hours of Work: 40 hrs per week averaged over a 4 week period

Engagement Period: 5 months to include 1 week induction

Leave entitlement: 10 days' paid leave

704. The Archers

Fees

2 txs engagement fee	Archers' Rate (acquires 2 transmissions)
up to £227	£206
£228 - £262	£213
£263 - £323	£224
£324 plus	£235

An additional payment of £10.00 per episode will be paid to artists who have given 30 years or more service to the programme.

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.

Topical Inserts/Pick-ups

Where an artist is already contracted the following rates apply:

1 topical insert/pick-up	100% episode fee
2 or more topical inserts/pick-ups	150% episode fee

SECTION 8: TERMS OF AGREEMENT

800. Duration and termination

The agreement is effective from 12th June 2006. 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 readthroughs, 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 of 4 weeks pro rata to the length of the engagement. 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:

£2.85 for each part day an artist works

£5.70 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 BBC Rights Negotiation 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.
2. Stage 1 (i) can be by-passed by mutual agreement where the dispute involves the overall operation of the agreement.
 3. 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.

Contents

	<u>Section</u>	<u>Paragraph</u>	<u>Page</u>
A			
Aggregate fee (definition)	6	-	15
Allowances	7	700	18
Archers	7	704	19
Audio-on-Demand	1	105	3
Audio-on-Demand - Programme repeats	6	600	15
B			
BBC English - World Service – Freelance	7	702	18
C			
Carleton Hobbs Bursary - Radio Drama Company	7	703	20
Chorus Singers - tba (see separate agreement)	3		
Commercial Audio Recordings - dramatic and multi-voice readings	6	602	17
Commercial Audio Recordings - single voice reading	6	602	17
Commercial Use payments	6	601	16
Commercial Use Payments - Limited Rights	6	601	16
Commercial Use Payments - minor contributions	6	601	16
Commercial Use Payments - Unlimited Rights	6	601	16
Commercials	5	502	13
Compilations - commercial use	6	601	16
Core Services - transmission rights	1	100	3
Cross Media Use of Extracts	5	502	13
D			
Disputes Procedure	8	804	22
Duration of Agreement	8	800	19
Digital Radio Services	1	102	3
E			
EBU	1	103	3
Engagement fees	1	104	3
Engagement fees - knock on scale	2	201	5
Engagement fees – minimum	2	200	5
Engagement fees - supplementary fees	2	202	6
Engagement fees - transmission rights	1	104	3

Equal Opportunities	8	805	23
Excerpts from Large Scale Productions	5	500	12
Excerpts from third party or BBC productions for news programmes	5	500	12
Excerpts from third party or BBC productions for non-news programmes	5	500	12
Extracts	5	501	13
Extracts - cross media use of	5	501	13
F			
Fee Levels	1	106	4
Flashbacks/flashforwards	2	210	8
H			
Historic and Reminiscent Programmes	5	503	14
Holiday Entitlement	8	803	21
Hours of Work	2	212	9
I			
Item Recording	2	205	6
K			
Knock on scale	2	201	5
L			
Local Radio	2	214	10
Leave Entitlement	8	803	22
M			
Minimum fees	2	200	5
Multiple Dramatic Readings	2	208	8
Multi-Episodic recording	2	205	6
Multi-Episodic use for 15' programmes	2	204	6
N			
News Access	5	500	12
Norman Beaton Fellowship – Radio Drama Company	7	703	20
O			
Obituary Programmes	5	503	14
Overtime	2	213	9

P			
Pension Scheme	8	802	21
Photographic calls	2	211	8
Pilot programmes	2	209	8
R			
Radio Drama Company - weekly rates	7	703	19
Radio Drama Company -Carleton Hobbs Bursary	7	703	19
Reading - single dramatic	2	207	7
Readings - multiple dramatic	2	208	8
Readings - commercial use	6	602	17
Repeats - Core Services - 'in-time'	6	600	15
Repeats - Local Radio - 'in time'	6	214	10
Repeats - 'out of time' scale - Core and World Service	6	600	15
Repeats - World Service - 'in time'	6	600	15
Royalty provisions	6	601	16
S			
Short Single session	2	206	7
Single Programme/Episode fees	2	203	6
Single Dramatic Readings	2	207	7
Solo Singers - tba - (see separate agreement)	4	400	11
Supplementary payments	2	202	6
Supply of Information	8	801	21
T			
Termination of Agreement	8	800	21
Trailers	5	504	14
Training Rates - In-house	7	701	18
Travel	7	700	18
W			
World Service - BBC English – Freelance	7	702	18
World Service - Repeats - 'in time' and 'out of time'	6	600	15
World Service - transmission rights	1	101	3