



Working on Student Films – A Guide.

It is essential that you try and get a written agreement with the student filmmaker before you start work. Whenever you make a verbal agreement with a student, confirm it in writing immediately. You should fax the details of what you believe has been agreed and keep a copy of the fax transmission report or email the student. (A transmission report shows that the student's fax-machine has received your document. It is rather more difficult to show that an e-mail has been received and thus faxes are better evidence.)

There are a number of contractual issues that are not included on the attached contract. You need to ascertain the following before agreeing the job.

- Where will you be working and at what time (i.e. will you be able to get there & back on public transport)?
- Will the student be paying your travel expenses?
- Will meals be provided or will you have to pay for meals yourself? If so, will there be somewhere nearby where you can food at a reasonable price?
- How will you be credited?
- If you will be receiving a recorded version of the film for your show reel etc - what format is it to be in (i.e. a DVD, VHS or MP3)? Ensure that the student has cleared with all parties involved permission to use the film or extracts from the film in your show reel.
- Will you be expected to supply your own costumes? If so, will you be paid extra for this?

There are also a number of other issues that you should be aware of.

Payment & the Minimum Wage. The *National Minimum Wage Act 1998* requires that all workers over twenty two years of age are paid at least £5.80 per hour (from October 2009, increases to £5.93 from October 2010). The only exceptions to the minimum wage are for people doing voluntary work for registered charities, something unlikely to apply to the work that Equity members undertake. Note that some film schools are claiming an exemption because they are registered charities – contact Equity if this is being said to you about a student film engagement. Note that *deferred payment* is not allowed under the *National Minimum Wage Act 1998*. Of course, an employer is legally entitled to pay you the national minimum wage and then defer any further sums. However, it is very difficult to construct a deferred payment contract that is legally enforceable. Therefore Equity recommends that under no circumstances should you agree to one. Provided that the student pays you at least the national minimum wage, then any sums over this must be negotiated by you.

Working Time – Hours of work.

The Working Time Regulations (WTR) and subsequent amendments apply to all work, including working for students. It is unlikely that you will be engaged for long enough for the weekly limit under the WTR to be reached. (If you think it is, contact Equity immediately). However, the rest breaks required by the WTR will apply and are as follows; 11 hours' rest in each 24 hour period, one day's rest in each week of seven days **or** two days' rest every fourteen days. You must be given at least 20 minutes rest after each six hours of work.

Cancellations – If the student cancels your engagement then you are still owed your full contractual fee, unless you have agreed, in advance, other provisions covering cancellations, this also being subject to *mitigation*. You are obliged under general contract law to mitigate your loss – this means that you must try and find work to replace the job that has been cancelled. Clearly, if the cancellation is a matter of days before you are due to start work, then it will be almost impossible to replace that job. Conversely, if the job is cancelled months in advance then you should be able to find replacement work and, if you do, the student may not owe you anything. It is always advisable to seek advice from Equity in relation to cancellations.

Hazardous Work – Regardless of the size of the budget of a production, Health & Safety regulations remain in force. Health & Safety law applies to everyone, not just employers, and everyone in a production has some responsibility for their own health and safety. Therefore, you should under no circumstances undertake work of a hazardous nature unless you are trained to do so. Any hazardous work should be undertaken under the supervision of a properly qualified stunt co-ordinator (who should be registered with the Joint Industry Stunt Committee. If in doubt, check with Equity). You may be held partially or fully liable for any accident to yourself or others if you do not take every reasonable step to ensure proper Health & Safety procedures are complied with. Contact Equity immediately if you are concerned about any aspect of Health & Safety at your workplace. For further information, see the Equity Health & Safety Booklet.

Insurance - Employers' Liability Insurance is a requirement of any employer that has people working for them. Check that the student filmmaker either has this or that the college/educational establishment's insurance covers the work that you are doing.



STANDARD FORM OF ENGAGEMENT FOR ARTISTS IN STUDENT FILMS

DAILY ENGAGEMENT

Contract No:

Section A. DAILY ENGAGEMENT issued on (insert date).....

By (the "Employer") Phone No.....

Address.....

Section B. Artist: (the "Artist") Phone No.....

Address:.....

Section C. Part:

Working title of Film:

Section D. Start Date

Total number of days of employment.....

Section E. Daily Performance Fee (which must be at least the minimum wage hourly rate, as defined in the National Minimum Wage Act 1998, as modified from time to time by Parliament), plus holiday pay of 12.06% of the total fees. £.....

Section F. RIGHTS.

For full payment of the daily fee, the employer shall have the right to use the material filmed for educational purposes, private purposes, non-theatrical distribution, BFI distribution and for national and international film festival screenings (whether or not an entrance fee is charged). Extracts from any part of the film, not exceeding two minutes, may be shown in any known or subsequently discovered media, provided that these extracts are used solely for the purposes of review or to demonstrate the work of the employer. Non-theatrical rights shall mean the right to exhibit the Film to non-paying audiences in all business/commercial industries and organisations of an educational, cultural, charitable, and social nature.

If any commercial rights are required, then the employer will re-engage the artist under the relevant Equity Agreement. Where no such agreement exists, a separate negotiation between the employer and artist will take place.

TOTAL PAYMENT TO BE MADE TO THE ARTIST

£.....

Payment in full must be made within seven days of the end of the engagement.

Section G. DUBBING/REVOICING RIGHTS:

The Employer shall not have the right to re-voice or dub the Artist's voice.

Section H. SPECIAL STIPULATIONS:

(Note: Special stipulations can be included with this contract, if agreed in advance between the Employer and Artist. Such special stipulations should be attached to this Agreement and must be initialled by both the Employer and Artist. Such special stipulations must not worsen the terms contained in this contract.)

Section I. 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 and make-up and a break of at least one hour for a meal. An artist can by mutual agreement work additional hours, provided that these are paid for and do not exceed two hours in total.

Section J. CONSENTS.

The Artist hereby confirms the assignment of rights and grant of consents in relation to the product of the Artist's services, provided that all sums owed by the Employer to the artist have been paid in full. The sums payable to the Artist pursuant to this Agreement include consideration for the assignment and exercise by the Employer, its licensees, assignees and successors in title, of the rental rights in and to the products of the Artist's services and that, without prejudice to the Artist's rights at law, such payment constitutes an equitable consideration for the grant and/or exercise of all such rights. Nothing in this Agreement shall prevent the Artist from being entitled to receive income in respect of the exercise of rental and lending rights under collective agreements negotiated by recognised collecting societies under the laws of any jurisdiction but nothing in this Agreement shall constitute an admission or acknowledgement that the Employer or any of its licensees, assignees or successors is obliged to make any payment to any such society under the laws of any jurisdiction.

Section K. TAX & NATIONAL INSURANCE.

The Artist confirms that the Artist is a self-employed person for tax purposes and acknowledges and agrees that the Artist will be solely responsible for all of the Artist’s income tax due in respect of the rendering of the Artist’s services under this Agreement. The Artist acknowledges that where class 1 NICs (“**Employee’s NICs**”) are due in respect of payments made to the Artist by the Employer, the Employer shall be entitled to deduct amounts in respect of the Artist’s NICs from payments to be made to the Artist pursuant to this Agreement.

Section L. DVD COPY OF THE FILM.

The employer will 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.

Section M. GOVERNING LAW & 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.

AS WITNESS the hands of the parties hereto the day and year first before written:

..... (Employer)

..... (Artist)

Artist’s V.A.T. No (if applicable)

Equity Membership No (if applicable)

Artist’s National Insurance No