

SUPREME WORKS PRODUCTIONS UK LTD CREW ENGAGEMENT DIRECT HIRE FORM (UK)

Production Title: CHECKMATE (the "Picture")	Production #:	Acct Code:
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Production Company: SUPREME WORKS PRODUCTIONS UK LTD ("Producer")	Tel.: +44 (0) 1932 592 450
Address: 3 Queen Caroline Street, Hammersmith, London, W26 9PE, UK	Fax.: +44 (0) 208 222 1125

Crew Member: ("Crew Member")	Telephone:
Address:	Mobile:
	E-Mail:
	Fax:

Gender:	Country of Citizenship:	Car Model:
Date of Birth: DD/MM/YYYY	Country of Ordinary Residence:	Car Registration #:

Next of Kin (Full Name):	Telephone:
Address:	Mobile:

Department:	Position:	Start Date:
Base Weekly Fee (Inc Hol):	6 th Day Fee:	National Insurance No.:
Base Daily Fee:	7 th Day Fee:	Schedule D No. :
Weekly Box Rental:	Weekly Car Allowance:	Mobile Phone: Provided / Allowance (Circle)
Box Rental Cap:	Car Type & Size:	Mobile Phone Cap:

Bank Name:	Bank Tel:	Bank Fax:
Bank Address:		Sort Code/Routing #:
Account Name:	Payment Method: Cheque or Bank	Account #:

Agent:	Agent Tel:	Crew Member VAT #:
Other Provisions:		

Please sign below to acknowledge that you have reviewed, agreed to and accepted the terms and conditions of this Agreement including those set forth in the [Standard Terms & Conditions](#) and the policies and procedures set forth in the below-referenced attachments.

(Crew Member – Print Name)

Signed: _____ Date: _____
DD / MM / YYYY

This Agreement shall not be effective until signed by both parties and no payment shall be made under this Agreement until signed and returned to the Production Office.

AGREED TO & ACCEPTED: **SUPREME WORKS PRODUCTIONS UK LTD ("Producer")**

Signed: _____
Production Manager

Name: _____
(Please Print)

Title: _____

Date: _____
DD / MM / YYYY

Signed: _____
Executive

Name: _____
(Please Print)

Title: _____

Date: _____
DD / MM / YYYY

Please attach Crew Member's **P.45** and copy of Crew Member's **passport** to this form. If using Crew Member's car for company business, please also attach a copy of Crew Member's **driver's license** together with a copy of **vehicle insurance certificate** confirming business use.

Holiday Pay & Rates: Holiday entitlement to be accrued Weekly and be payable in accordance with the holiday pay rates below and Section 4.1.2 (Services – Working Time) of the Standard Terms & Conditions. Rates:

- **12.07%** of the WEEKLY FEE per week worked and/or of the DAILY FEE per day worked, as applicable.

Producer's engagement of Crew Member hereunder in connection with the Picture is set forth in the above Deal Terms together with the following [Standard Terms & Conditions](#) and other attachments listed below, all incorporated herein by reference. All of the foregoing documents collectively constitute this "**Agreement**".

In the event of any conflict between the Deal Terms and the Standard Terms & Conditions, the Deal Terms shall prevail.

Additional Attachments:

- [Standard Terms and Conditions](#)
- [Confidentiality & Non-Disclosure Agreement](#)
- [Crew Engagement Packet Certification](#)
- [Start Pack Memo](#)
- [Standards of Business Conduct \(SOBC\)](#)
- [Code of Conduct](#)
- [Prohibition of Harassment Policy](#)
- [Production Safety Guidelines](#)
- [UK Mobile Phone Use Policy](#)
- [Voice Mail, Internet & Computer Use](#)
- [Security Guidelines \(Abbreviated\)](#)
- [Equal Employment Opportunity](#)
- [Human Resources Contacts Information](#)
- [Box/Computer Rental Rider \(if applicable\)](#)
- [Car Allowance Rider \(if applicable\)](#)
- [Equipment Rental Rider \(if applicable\)](#)
- [Mobile Phone Expense Reimbursement Form \(if applicable\)](#)

STANDARD TERMS & CONDITIONS

1. **ENGAGEMENT.** SUPREME WORKS PRODUCTIONS UK LTD ("**Producer**") hereby agrees to engage the undersigned CREW MEMBER ("**Crew Member**"), and Crew Member agrees to accept such engagement and render Crew Member's services in the Position specified in the Deal Terms in connection with the making of the Picture which Producer proposes but does not undertake to produce. All capitalized terms used herein shall have the same meaning as in the Deal Terms.
2. **EMPLOYMENT ELIGIBILITY:** Crew Member shall cooperate with Producer to secure any documentation such as labour permits or visas as may be required by any governmental agency to enable Crew Member to render services under this Agreement, and Crew Member shall obtain a valid passport, if necessary. Before hire, Crew Member must comply with all governmental requirements, including providing Producer with any applicable forms and/or original documents establishing Crew Member's employment eligibility. Crew Member acknowledges that s/he must complete all payroll "start" information at the beginning of employment and turn in to Crew Member's supervisor a complete timecard before Crew Member leaves the place of employment on the last day of the production workweek. Crew Member further acknowledges that providing the foregoing documentation is essential in order for Producer to fulfil its obligation to issue payroll cheques on time.
3. **SERVICES.**
 - 3.1 **Guaranteed Work Period.** Crew Member's engagement will commence as per the Start Date indicated on the Crew Deal Terms and will continue on a week-to-week or day-to-day basis (as applicable) thereafter. Crew Members hired on a weekly basis are guaranteed 1 week of work. Unless agreed otherwise, this Agreement can be terminated by either party by 1 week's notice in writing. Crew Members hired on a daily basis are guaranteed 1 day of work.
 - 3.2 **Exclusivity.** Producer shall be entitled to Crew Member's exclusive services throughout the period of Crew Member's engagement and Crew Member will perform all duties usually rendered in Crew Member's capacity to the best of Crew Member's skill and ability.
 - 3.3 **Continued & Additional Services.** In the event that filming or production should for any reason go over schedule it is expressly agreed between Producer and Crew Member that if Producer requires further services to be rendered by Crew Member in excess of the period specified in Section 3.1 (Minimum Work Period) above, Crew Member shall be available to provide Crew Member's services on an exclusive basis from the expiry of the period referred to in Section 3.1 above until completion of Crew Member's required services in connection with the principal photography of the production of the Picture, then Crew Member will supply Crew Member's services ("**Continued Services**") upon the same terms as set forth in this Agreement. Crew Member acknowledges that in addition to the production services to be performed by Crew Member hereunder, Crew Member shall also perform such additional services as required by Producer, which additional services shall include, but are not limited to, any services required by Producer in connection with the advertising, publicity, promotion, or any other exploitation of the Picture, including the production of so-called "bonus materials" (collectively, "**Additional Services**"). Crew Member also acknowledges that such Additional Services in connection with the Picture may be required by a third party producer, and in such instance, Crew Member agrees to perform such Additional Services for such third party producer under the same terms and conditions set forth herein. Crew Member acknowledge further that Crew Member shall perform Additional Services in connection with the Picture (either for Producer or a third party producer, as applicable) for no additional consideration inasmuch as the compensation payable to Crew Member under this Agreement shall be deemed to include compensation for all services performed by Crew Member in connection with Additional Services.
4. **COMPENSATION.** As consideration for all services rendered by Crew Member and for all rights granted hereunder, Producer shall pay Crew Member: **(a)** if Crew Member is being engaged on a daily basis, the **Base Daily Fee** (prorated for incomplete days) per complete day worked; or **(b)** if Crew Member is being engaged on a weekly basis, the **Base Weekly Fee** (on a pro rata basis for any incomplete week) per complete week worked, with payment to be made (whether Crew Member is engaged on a daily or weekly basis) in the week following the applicable week(s) worked, and accrue Holiday Entitlement on the same basis.
- 4.1 **WORK TIME & RATES.** Crew Member's fee, as stipulated at the beginning of this Agreement, for all services rendered hereunder, and for all rights granted to Producer hereunder, shall be based – for a "weekly fee" - on

a 5-day/60-hour shooting week (including lunch, plus reasonable preparation and unit wrap appropriate to Crew Member's job description) and also includes travel to and from daily location(s) where applicable. Where the contracted period is on a daily basis, the "daily fee" is deemed to comprise a 12 hour shooting day including lunch or 10 hour shooting day without lunch (plus reasonable preparation and unit wrap) and includes travel where applicable.

4.1.1 Daily Work Hours. During the period of principal photography of the Picture, the working day and Crew Member's normal working hours will consist of a 12 hours day/night, which includes 1 hour for lunch ("**12 Hour Day**") (or a continuous 10 hour day/night ("**10 Hour Day**"), with no one hour meal break, but a running meal).

4.1.2 Working Time. Crew Member agrees that for the duration of the engagement under this Agreement, Crew Member will work such hours as are necessary to fulfil Crew Member's obligations hereunder. To the extent that Crew Member's engagement is subject to the provisions of the *Working Time Regulations 1998* (as amended from time to time) (the "**Regulations**"), Crew Member hereby acknowledges and agrees that such hours worked may exceed the maximum weekly working time thereunder; provided however, that Crew Member may withdraw such agreement by 3 months' written notice (or, if shorter, a period of written notice equal to the period of Crew Member's engagement) to Producer at any time during the engagement. Crew Member will comply with any requests made or measures imposed to enable Producer to monitor Crew Member's working time and failure to do so will be a material breach of this Agreement by Crew Member.

Subject to any exigencies of productions where Crew Member's activities involve the need for continuity of services, Crew Member shall be entitled to all rest periods and rest breaks required under the Regulations. If Producer requires Crew Member to interrupt or not take any particular rest period or rest breaks for the reasons of such production exigencies, Crew Member will be provided with a period of compensatory rest whenever practicable.

4.1.3 Turnaround. Producer will endeavour, where possible, to give an 11-hour turnaround between unit wrap up and the following unit call to work.

4.1.4 Overtime. If the camera is still turning after the 12 hours (or after the 10 hours in the case of a "**continuous day/night**") then there will be no overtime payable for the first 15 minutes if it is to complete an existing set-up, but if the camera is still turning beyond the 15 minutes, overtime will become payable at **£35 per hour** on a 12 hour shooting day/night or a **£50** per hour on a continuous shooting day/night.

4.1.5 Producer's Work Week. Please note that Producer's workweek runs from Monday to Sunday. The particular days worked, and the 6th and 7th day of rest within any week, are at the discretion of Producer.

4.1.6 Sixth & Seventh Day. Should Producer in its sole discretion request Crew Member to work on a 6th day, Crew Member's daily rate shall be prorated at time one-fifth (1/5th) Crew Member's weekly rate. Should Producer in its sole discretion request Crew Member to work a 7th day, Crew Member's daily rate shall be prorated at time 2X Crew Member's base daily rate.

4.1.7 Authorized Overtime. No work on a 6th or 7th day or public holiday, and no overtime or time "off-the-clock" shall be paid, unless authorised in advance by Producer's Unit Production Manager (UPM).

4.1.8 Scheduling. Producer retains the right to schedule split days, early starts, short lunch breaks (due to restricted winter daylight on exterior locations), night shoots, et cetera, and the Daily or Weekly Fee (as applicable) is inclusive of all payments for rest days on location, night work, split days, unsocial hours, and petty cash meal allowances at Crew Member's principal base or with shooting unit. No "away from base" petty cash meal allowances will be payable without the prior approval of Producer's UPM.

4.1.9 Holidays. Producer and Crew Member acknowledge and agree that there may be one or more unpaid holiday hiatus during the period of engagement hereunder. In the event that Crew Member has to work over this period, it must be authorised in advance by Producer's UPM. For the avoidance of

doubt, the national holidays of the country where services are being rendered shall apply during the period of engagement hereunder, regardless of Crew Member's nationality.

4.1.10 Post-Completion Work. Any days worked after completion of notice period, will be payable at daily rate or 1/5th weekly rate plus holiday, unless Bank Holiday or other special provisions apply.

4.2 FULL CONSIDERATION. The above-mentioned Weekly or Daily Fee (as applicable) and the relevant holiday entitlement accrued thereon will be the sole payment (and the only guaranteed payment) and, together with any payment made in consideration of additional time worked (if applicable) pursuant to and as set forth in this Agreement constitute full consideration for all of Crew Member's services and all rights in and to the products, results and proceeds of Crew Member's services hereunder and/or otherwise in connection with the Picture, from inception and irrespective of the stage of development or completion and whether or not and in whatever manner they may become part of the Picture, including, without limitation all literary, dramatic, musical and other artistic works, all of which Crew Member acknowledges and agrees may have been or may be rendered in collaboration with others (collectively, the "**Products**") and include without limitation full and equitable remuneration for all of Crew Member's rental and lending rights (if any) in the Picture.

4.3 BUYOUT. It is acknowledged and agreed by Crew Member that the sums payable to Crew Member pursuant to Sections 3.3 (Continued & Additional Services) and 4 (Compensation) above include consideration for the assignment to and exercise by Producer, its licensees, assigns and successors in title of the rental rights in the Products and the Picture and that, without prejudice to Crew Member's rights at law, such payment constitutes full, equitable and adequate consideration for the grant and/or exercise of all such rights.

4.4 TAXES. If any country, state or province where services are rendered requires any tax withholding by law or to qualify such compensation for any production related tax rebate/incentive program, then Producer may make such withholdings in accordance with such law and/or rebate/incentive program. Furthermore, the parties hereto acknowledge that Producer shall have the right to require that Crew Member register or not register in any particular state or country where production (or post production) of the Picture may be taking place or is intended to take place.

5. FRINGES (if applicable). Producer shall pay directly to the applicable pension and/or health plan contributions required to be paid by Crew Member under the applicable collective bargaining agreement, it being expressly agreed that such payments shall not exceed the amount Producer would have been required to contribute had Crew Member been employed by Producer.

6. COLLECTION SOCIETY MEMBERSHIP. If requested to do so by Producer, Crew Member agrees to become a member of any recognised collecting society charged with the collection and payment of rental and lending income and agree that, in respect of any rental rights collectively licensed, Crew Member shall only be entitled to assert a claim against any such society.

Nothing in this Agreement shall prevent Crew Member from being entitled to receive income in respect of the exercise of rental or 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 Producer or any third party is obliged to make any payment to any such society under the laws of any jurisdiction.

7. EXPENSE REIMBURSEMENT & ACCOUNTING. Reimbursements of approved expenses will only be made from ORIGINAL receipts, not photocopies and not credit card slips. Credit card purchases require prior written approval from Producer, and original receipts are required. Petty cash vouchers should be completed in ink. If an advance is given, Crew Member agrees to submit an accounting at least once per week. Crew Member consent to the deduction from final fee payments of all outstanding advances.

7.1 Phone Bills. Producer will only reimburse the cost of phone calls made from mobile telephones in specific circumstances pre-approved in writing by Producer. In these circumstances only the cost of production-related calls, which must be supported by an itemised telephone company account, will be allowable. Under no circumstances will Producer be responsible for service line rentals or itemised billing charges.

7.2 On Location Work. If Producer requires Crew Member to render services at a distant location (which shall be construed as outside a 50 mile radius of production base or outside of the United Kingdom), Crew Member will be provided with coach roundtrip transportation, accommodation at such location and (at Producer's sole discretion) either a per diem or meal allowance. Producer will only be responsible for room charge and the

per diem or meal allowance. Any and all other incidental expenses are Crew Member's responsibility. Please note that, unless otherwise pre-approved by Producer's UPM, Crew Member is not authorised to drive to any location, either local or distant. Any such unauthorised travel shall be at Crew Member's own risk, liability and expense.

8. STAKEHOLDER PENSION SCHEME. Provided that Crew Member is eligible, Producer will provide Crew Member with details of Producer's designated stakeholder pension scheme ("SPS") to which Crew Member may, if Crew Member chooses, have access. Producer will not make any contribution to the SPS on Crew Member's behalf. Producer makes no recommendations in respect of the SPS, nor does Producer make any representation or warranty as to the performance, adequacy or longevity of the SPS or its suitability to Crew Member.

9. NATIONAL INSURANCE. Employer's National Insurance contributions will only be paid at the appropriate rates to persons on PAYE.

For persons on Schedule D (as defined by the Inland Revenue) no National Insurance contributions will be paid, as ruled by the Department of Social Security, and, where appropriate, such persons must be registered for Value Added Tax.

10. INDEPENDENT CONTRACTOR. During the subsistence of this Agreement and for all purposes whatsoever, Crew Member is and will be an independent contractor / freelancer engaged under a contract for the provision of services. Crew Member will not be a servant or employee of Producer or any of its affiliated or subsidiary companies and nothing herein contained shall be deemed to create an agency relationship between Crew Member and Producer.

11. CREDIT. Producer has no obligation to accord credit to Crew Member. Producer shall, however, have the right if Producer so elects to accord credit to Crew Member in connection with Crew Member's services hereunder, in which case all aspects of such credit shall be at Producer's sole discretion and shall at any time be subject to revocation at Producer's sole discretion.

12. OWNERSHIP & RIGHTS.

- 12.1 Work-for-Hire. For the purpose of United States copyright law, all of the Products are and will be created by Crew Member as a "work-made-for-hire" specially ordered or commissioned by Producer.

- 12.2 Assignment. For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Crew Member hereby irrevocably and unconditionally assigns to Producer free of all charges, encumbrances and rights exercisable by third parties and, without prejudice to the foregoing, with full title guarantee, and where the assignment is of copyright, by way of assignment of present and future copyright, all rights, titles, interests and covenants of whatsoever nature (including, without limitation, all those implied by the *Law of Property (Miscellaneous Provisions) Act 1994* (the "**Property Miscellaneous Act**") and all copyright rental and lending rights of communication to the public by satellite and cable retransmission right), and all other rights of whatsoever nature now known and hereafter devised, in any and all media now known and hereafter devised, in and to the Picture and in and to the results and proceeds of Crew Member's services under this Agreement and otherwise in connection with the Picture, including without limitation, all Products, throughout the universe, whether vested or contingent, in and to the Products, for Producer to hold the same absolutely, for the full period of those rights and all renewals, reversions and extensions thereof and thereafter (insofar as may be or become possible) in perpetuity.

- 12.3 Moral Rights. Crew Member unconditionally and irrevocably waives (or, if such waiver is not permissible, Crew Member unconditionally and irrevocably assigns) all so called "moral rights" in perpetuity in favour of Producer. Crew Member grants to Producer all consents which may be required to make the fullest use of Crew Member's services, the Product and the Picture. Crew Member hereby waives pursuant to Section 87 of the *Copyright, Designs and Patents Act 1988*, as amended from time to time (the "**CDP Act**"), unconditionally, irrevocably and in perpetuity, all rights under Sections 77 to 85 inclusive of the Act or otherwise in respect of the Products and all other moral and author's rights, and rights of a similar nature whether now existing or hereafter conferred under the laws of any jurisdiction.

- 12.4 New Exploitation. Crew Member is aware of and hereby acknowledge that new rights to the Products may come into being and/or be recognized in the future, under the law and/or in equity (hereafter the "**New Exploitation Rights**"), and Crew Member intends to and does hereby grant and convey to Producer any and all

such New Exploitation Rights to the Products. Crew Member is also aware and hereby acknowledge that new (or changed) (a) technology, (b) formats, (c) media, (d) modes of transmission, (e) methods of distribution, dissemination, exhibition or performance, and (f) uses (hereafter the **"New Exploitation Methods"**) are being and will inevitably continue to be developed in the future, which would offer new opportunities for exploiting the Products. Crew Member intends to and do hereby grant and convey to Producer any and all rights to such New Exploitation Methods with respect to the Products. Crew Member hereby agrees to execute any document Producer deems in its interest to confirm the existence of the preceding and to effectuate its purpose to convey such rights to Producer, including without limitation, the New Exploitation Rights and any and all rights to the New Exploitation Methods.

- 12.5 No Contest. Crew Member further hereby agrees and covenants that Crew Member will not seek: **(a)** to challenge, through the courts, administrative governmental bodies, private organizations, or in any other manner the rights of Producer to exploit the Products by any means whatsoever or **(b)** to thwart, hinder or subvert the intent of the grants and conveyances to Producer herein and/or the collection by Producer of any proceeds relating to the rights conveyed hereunder. Without limiting the foregoing, Crew Member hereby acknowledge that Crew Member will not be entitled to and have not and will not make any request for further remuneration of any kind in relation to the exploitation of the Picture, Crew Member's services under this Agreement, the Products and/or of any rights relating to thereto.
13. NAME, LIKENESS, VOICE, BIOGRAPHY. Crew Member hereby grants to Producer the right in perpetuity throughout the universe to use and authorise others to use Crew Member's name, photograph and other reproductions of Crew Member's physical likeness and voice, together with the right to use and authorise others to use any clips and behind-the-scenes footage from the Picture and publicity concerning Crew Member (including Crew Member's name, autograph, likeness, voice and biography) in connection with the advertisement, publicity, public exhibition, commercial exploitation and merchandising of the Picture (including any trailer, documentary, television programme, videogram or sound recording concerning the Picture or the production of the Picture) and also any books, goods, articles, films and commercial tie-ins associated with or derived from the Picture or anything appearing therein. Crew Member hereby also grants to Producer the right in perpetuity throughout the universe to use and authorise others to use Crew Member's name, photograph and other reproductions of Crew Member's physical likeness, voice and performances in so-called "out-takes" of the Picture, any videograms of the Picture and any promotion or marketing of the Picture including any "making-of" productions. Crew Member hereby consents to use of Crew Member's name, likeness, voice, and/or biography in any bonus materials including but not limited to "behind the scenes" and "making of" productions or books, and interviews and filming in connection therewith, and Crew Member irrevocably and unconditionally grants to Producer and its assignees and licensees all consents which are or may be required under Part II of the Act for the exploitation of Crew Member's performance throughout the universe in perpetuity and in any and all media by any and all means now or hereafter known or devised.
14. TIE-INS & PRODUCT PLACEMENTS. No production tie-ins or product placement are to be made by Crew Member. Any and all such product placements, production and/or commercial tie-ins and co-promotion agreements with respect to the Picture shall be entered into solely by Producer's parent and/or affiliated companies, unless an express written exception is made by Producer.
15. REPRESENTATIONS & WARRANTIES. Crew Member warrants, represents, and undertakes that:
- 15.1 Authority to Enter into Agreement. Crew Member has the right to enter into this Agreement and to grant all rights granted or purported to be granted and are exclusively entitled to give all assurances, confirmations, waivers and agreements set out herein to enable Producer to exploit the Picture and the Products without making any further payment other than as expressly set out in this Agreement;
- 15.2 Citizenship. Crew Member is and will remain during the subsistence of this Agreement a British subject or a national of a member state of the European Union (EU) and are in possession of a valid passport issued by the UK authorities or by the relevant authority of an EU Member State;
- 15.3 Original Work. The Products shall be wholly original with Crew Member and are not taken from or based upon any other material except material wholly owned by Crew Member; and neither the Products nor any part thereof, the use of the Products by Producer or the exercise by Producer of the rights herein granted, will violate or infringe upon the trademark, trade name, copyright, patent, literary, dramatic, musical, artistic, personal, civil or property right or any other right of any person, firm or company, or invade the right of privacy or constitute a libel or slander of any person, firm or company;

- 15.4 No Unauthorized Actions. Crew Member will not pledge our credit, or order goods, or incur any liabilities without Producer's prior approval;
- 15.5 Automobile Insurance. Should Crew Member use Crew Member's own vehicle in connection with Producer's business, Crew Member will be responsible for ensuring that Crew Member has adequate protection under Crew Member's own insurance.
- 15.6 Schedule D Personnel Only. Crew Member is a self-employed person for tax purposes and will be solely responsible for all income tax and National Insurance contributions due in respect of the rendering of Crew Member's services under this Agreement and will indemnify Producer, its parent, subsidiaries, affiliates, the officers, directors, employees and agents of the foregoing, and its successors and assigns (collectively, **"Producer Indemnitees"**) on demand and hold Producer Indemnitees harmless against any and all losses, demands, costs, damages, claims, expenses (including legal costs and expenses and VAT thereon) and liabilities arising out of or in connection with non-payment by Crew Member of any income tax.
16. INDEMNITY. Crew Member shall indemnify Producer and its successors, assigns, licensees, parents, subsidiaries, affiliates, directors, officers, and employees (**"Producer Indemnitees"**) on demand and hold Producer Indemnitees harmless from and against any and all losses, demands, claims, damages, costs, expenses (including reasonable legal costs and expenses and VAT thereon) and liabilities suffered or incurred, directly or indirectly, by Producer Indemnitees in consequence of any breach, non-performance or non-observance by Crew Member of any of the representations and warranties on Crew Member's part contained in this Agreement or arising out of Crew Member's wilful misconduct or gross negligence. Crew Member hereby expressly acknowledges that this indemnity shall survive the completion of Crew Member's services hereunder.
17. PURCHASE & RENTAL. Crew Member is not authorised to purchase and/or rent items on behalf of Producer without an approved purchase/rental order. The disposition of assets may be made only upon the written approval of Producer. All purchased and manufactured items are the property of Producer. Each department head is responsible for all items purchased on behalf of or for use by their department. This responsibility includes the preparation of a proper inventory of all goods purchased including figures for original cost and details of present location. This inventory is to be handed to the production office no later than 2 weeks prior to the completion of principal photography.
- 17.1 Crew Member agrees to be responsible for all items purchased or rented on Crew Member's behalf or for Crew Member's use.
- 17.2 The loss, theft, repair and/or maintenance of all personal property, box/kit/computer rental items and/or vehicles provided under a car allowance are Crew Member's sole responsibility. Proof of adequate vehicle insurance must be provided and such insurance maintained by Crew Member if Crew Member is receiving a car allowance. Computers (including software), printers and any and all other box/kit rental are not insured by Producer and must be covered on Crew Member's own policy. Kit/car rentals will be pro-rated for any partial week(s) worked. A full and detailed inventory list must be supplied to production office for all box/kit/car rental.
18. INTEREST. Crew Member will at all times and in Crew Member's dealings with all persons act in Producer's utmost best interests in relation to the Picture and do nothing which is or could be adverse to the prospects of the Picture.
19. DISCLOSURE. If Crew Member owns, controls, or has an interest in any supplier who might sell or rent goods or provide services to the production of the Picture, then Crew Member must disclose the connection in writing at the earliest opportunity to Producer, who will determine the approval to use of such supplier. Approval will only be given if Crew Member and supplier concerned accept that any purchase, rental or service must be competitive on an open bid basis.
20. PRODUCER POLICIES / HEALTH, SAFETY & SECURITY. It shall be Crew Member's duty to take reasonable care while at work for the health and safety of him/herself and of other persons who may be affected by Crew Member's acts or omissions at work, and Crew Member agree to co-operate as far as is necessary to ensure that Producer is enabled to comply with its obligations in relation to health and safety at work under law. Crew Member agrees to abide by the terms of in Producer's [Code of Conduct](#), [Prohibition of Harassment Policy](#), [Production Safety Guidelines](#), [UK Mobile Phone Policy](#), [Voice Mail, Internet & Computer Use](#), and [Security Guidelines](#) set forth in the attachments to this Agreement, all of which are incorporated herein by reference.

21. **ALCOHOL & SUBSTANCES.** Please note that it is strict Producer policy that Crew Member must not use drugs or other artificial stimulants or controlled substances or alcoholic beverages whilst on duty, including whilst in any vehicle owned by or leased to Producer. ("**Drugs**" in this context shall be construed as all illegal substances and substances obtainable by prescription only; in the case of the latter, the use and/or possession of such substances is permissible when prescribed by Crew Member's medical doctor including use under working conditions.) Please be warned that if Crew Member chooses not to respect and observe this policy, this may be considered a breach of the terms of this Agreement and Crew Member could be subject to appropriate disciplinary action including termination of this Agreement without notice.
22. **SUSPENSION; TERMINATION.**
- 22.1 Crew Member's engagement and fee may be suspended or terminated in the event of the following:
- 22.1.1 **Default:** Crew Member refuses or fails (for whatever reason) to perform, or are otherwise in breach of any material obligation hereunder and/or any of Producer's policies and procedures of which Crew Member is notified (including but not limited to violation of Producer's General Procedures memo, Terms & Conditions of Employment or Health & Safety Policy); or
- 22.1.2 **Incapacity:** Crew Member is unable (for whatever cause) to perform Crew Member's obligations hereunder.
- 22.1.3 **Force Majeure:** The development or production of the Picture is suspended or terminated as a result of any act of God, war or terrorist activity, accident, fire, strike, lock-out or other labour controversy, riot, civil disturbance, act of public enemy, law, enactment, rule, restraint, order or act of any governmental instrumentality or military authority; failure of technical facilities; inability to obtain sufficient labour, technical or other personnel (including, without limitation, cast or crew members); failure, delay or reduction in transportation facilities or water, electricity or other public utilities; death, disability, disfigurement (with respect to cast and key crew only), or inability to obtain health insurance for a principal member of the cast, the director, producer or key crew member or inability to obtain visas, labour permits or other governmental licences for any such persons; or other cause not reasonably within Producer's control or which Producer could not by reasonable diligence have avoided; or
- 22.1.4 any accident or other termination or suspension of the Production for any reason,
- 22.2 **Effect of Suspension.** During any production suspension, Crew Member's fee hereunder shall be suspended, without prejudice to Producer's rights against Crew Member and subject to set-offs, where such suspension for is breach.
- 22.3 **Effect of Termination.** Without prejudice to any of Producer's rights to terminate hereunder, this Agreement may be terminated by Producer on written notice with immediate effect, save in the case Crew Member was hired on a weekly basis and engaged for 1 calendar month or more, where Producer shall be required to give 1 week's notice of termination in writing. Producer reserves the right to pay 1 week's pay in lieu of any such notice. Upon any termination (other than arising as a result of default) Crew Member shall be entitled to Crew Member's accrued fee up to the date of termination (or the date of any preceding suspension), without prejudice to Producer's rights against Crew Member and subject to set-offs, where such termination is for breach. In the event of any termination of this Agreement whether pursuant to this Section 22, Section 3.1 (Guaranteed Work Period) or otherwise, Producer shall continue to be entitled to the rights granted to Producer under this Agreement and Sections 4.2 (Full Consideration), 4.3 (Buyout), 6 (Collection Society Membership), 12 (Ownership & Rights), 13 (Name, Likeness, Voice, & Biography), 15 (Representations & Warranties), 16 (Indemnity), 18 (Interest), 29 (Assignment), and 31 (Confidentiality) and shall continue in full force and effect.
23. **RETURN OF MATERIALS.** At the expiration or termination of this engagement Crew Member agrees to hand over to Producer all photographs, books, plans, drawings, sketches, papers, files and any other effects whatsoever belonging to Producer which are then in Crew Member's possession or are under Crew Member's control.
24. **GOVERNING LAW; JURISDICTION.** The validity, construction and performance of this Agreement (and any claim, dispute or matter arising under or in connection with it or its enforceability) shall be governed by and construed in accordance with the laws of England. No Guild or Trade Union agreement shall apply to this engagement.

25. DISPUTE RESOLUTION. Crew Member agrees to accept service of process by mail at its above written address. Notwithstanding the foregoing, Crew Member agrees that Producer may at its discretion elect to enforce any of its rights hereunder in any jurisdiction within the Territory or in the jurisdiction of Crew Member's legal domicile. The parties shall submit any dispute concerning the interpretation of or the enforcement of rights and duties under this Agreement to final and binding arbitration which will take place in London, England pursuant to the arbitration rules of the London Court of International Arbitration (LCIA) under and in accordance with the *Arbitration Act 1996* and the rules of the LCIA at the date of such submission, which rules are deemed to be incorporated by reference within this clause. At the request of either party, the arbitrator, attorneys, parties to the arbitration, witnesses, experts, court reporters, or other persons present at the arbitration shall agree in writing to maintain the strict confidentiality of the arbitration proceedings (subject to the right of either party to bring a public proceeding to compel, enforce, stay, overturn or appeal from the arbitration or any decision or award entered in the arbitration, to seek the types of equitable relief expressly contemplated in this Section 25. The arbitration shall be conducted by a single, neutral arbitrator appointed in accordance with the applicable rules referred to above. The award of the arbitrator shall be enforceable according to the applicable laws of England. The arbitrator may award damages but in no event shall the arbitrator have the authority to award punitive or exemplary damages or injunctive or equitable relief (whether permanent or temporary) preventing, suspending or restraining Producer in connection with the development, production, promotion, distribution, advertising or any other exploitation of the Picture. If proper notice of any hearing has been given, the arbitrator will have full power to proceed to take evidence or to perform any other acts necessary to arbitrate the matter in the absence of any party that fails to appear.
26. REMEDIES. All rights granted and assigned under this Agreement shall be irrevocable and shall not be subject to any reversion or termination. Crew Member hereby acknowledges that in the event of any breach of this Agreement by Producer, any application to rescind this Agreement or to enjoin, restrain or otherwise interfere with the production, distribution, exhibition, advertising or other exploitation of the Picture and/or any ancillary rights related thereto (including without limitation publications and merchandising) would be excessively disruptive and unreasonably damaging to the Picture and its ancillary rights and to Producer's and third parties' interest therein and consequently Crew Member hereby agrees not to apply for any such relief and accept that the recovery of damages in an action at law will provide a full and appropriate remedy for any loss or damage incurred by Crew Member as a result of such breach.
27. FURTHER ASSURANCES/ADDITIONAL DOCUMENTS. Crew Member shall execute any documents and do any other acts consistent herewith as may be reasonably required by Producer or its assignees or licensees to further evidence or effectuate the purposes and intent (including without limitation, the application and qualification for any production-related tax rebate/incentive programs) and Producer's rights as set forth in this Agreement. Upon Crew Member's failure to promptly do so within 7 days (or such shorter period of time as Producer may reasonably require) after notice, Crew Member hereby appoints by way of deed Producer as Crew Member's attorney-in-fact for such purposes (it being acknowledged that such appointment is irrevocable pursuant to the *Powers of Attorney Act 1971* and coupled with interest) with full power of substitution and delegation. Copies of all such documents executed by Producer pursuant to Producer's rights hereunder shall be sent to Crew Member, provided that failure to do so shall not constitute a breach hereunder.
28. THIRD PARTY RIGHTS. Except insofar as this Agreement expressly provides that a third party may in his own right enforce a term of this Agreement, a person who is not a party to this Agreement has no right under the *Contracts (Rights of Third Parties) Act 1999* to rely upon or enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
29. ASSIGNMENT. Producer has the right to assign the benefit of this Agreement in whole or in part to any other person, firm or company it may wish, provided that all the terms and conditions of the foregoing shall be binding upon such assignee and provided further that Producer shall be relieved from all further obligations to Crew Member hereunder accruing from and after the date of such transfer. This Agreement including Crew Member's rights and obligations hereunder may not be assigned in whole or in part by Crew Member.
30. DATA PROTECTION.
- 30.1 Data Holding & Processing. For the purposes of the *Data Protection Act 1998*, Crew Member give Crew Member's consent to the holding and processing of personal data, including sensitive personal data (including without limitation, health details), relating to Crew Member by Producer and any companies in the same group as Producer and, where relevant, their employees, agents and advisers, for purposes connected with this Agreement and to ensure compliance with Producer's legal and regulatory obligations.

- 30.2 Required Disclosures. Crew Member acknowledges that the processing of personal data pursuant to this Section 30 may involve the disclosure of such personal data to third parties, including without limitation legal and regulatory bodies, potential purchasers of Producer or any of its assets or business, its suppliers, promoters and advertisers and other persons connected with the relationship under this Agreement.
- 30.3 Transfer Outside European Economic Area. The disclosure and processing of Crew Member's personal data pursuant to this Section 30 may involve the transfer of such personal data outside the European Economic Area including the US and other jurisdictions where data protection regulations may not offer the same protection as those applicable within the European Economic Area. Crew Member gives his/her consent to such transfers.
- 30.4 Personal Data Updates. Producer wishes to ensure that the personal data it holds remains as accurate as possible. Crew Member agrees to inform Producer as soon as reasonably practicable of any changes to Crew Member's personal data.
31. CONFIDENTIALITY. As a material inducement for Producer's undertaking to engage Crew Member and enter into this Agreement, Crew Member agrees to execute Producer's [Confidentiality & Non-Disclosure Agreement](#) attached hereto and incorporated herein by reference.
32. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement and understanding between Crew Member and Producer relating to the subject matter of this Agreement and supersedes any previous agreement or understanding between Crew Member and Producer in relation to such subject matter. Both Crew Member and Producer acknowledge and agree that in entering into this Agreement, Crew Member and Producer have not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement. Crew Member and Producer irrevocably and unconditionally waive all claims, rights and remedies which but for this Section 32 Crew Member or Producer might otherwise have had in relation to any of the foregoing. Nothing in this Section 32 shall limit or exclude any liability for fraud. This Agreement may not be varied or modified, except by a written document executed by Crew Member and by Producer. For the avoidance of doubt, no modification or variation of this Agreement shall be valid if made by email.
33. SEVERABILITY. Any provision of this Agreement which is invalid, illegal, or unenforceable in any jurisdiction shall, solely as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.
34. FULL EXECUTION. This Agreement shall not be effective until it is signed by both parties, and no payment shall be made under this Agreement until it is signed and returned to the production office.

[CONTINUED WITH SIGNATURES ON NEXT PAGE]

If Crew Member has any queries relating to this engagement, please raise the matter with the undersigned and if Crew Member accepts the terms and conditions contained in this Agreement, please sign the enclosed copy of this letter where indicated and provide the details requested above.

AGREED TO & ACCEPTED:

(Crew Member)

Signed:

Name: _____
(Please Print)

Title: _____

Date: _____
DD / MM / YYYY