CREW AGREEMENT

"GO 8 BIT"

DEAL TERMS

|  |  |
| --- | --- |
| 1. COMPANY | registeredName  formalAddress formalPostCode  ("**the Company**" which expression shall be deemed to include the Company's successors in title, licensees and assigns). |
| **2. CREW MEMBER** | supplierFirstName supplierSecondName  supplierAddress1  supplierAddress2  supplierAddress3  supplierPostCode  ("**You**"/"**you**"/"**your**")  supplierEmail |
| **3. NAME OF PRODUCTION** | productionName  ("**the** **Programme**") |
| **4. CAPACITY** | roleName  ("**Capacity**") |
| **5. ENGAGEMENT PERIOD** | Your engagement will commence on *startDate* and will continue until *endDate*, unless terminated earlier by the Company in accordance with clause 10 of the Standard Terms of Engagement or unless extended in accordance with clause 5.3 of the Standard Terms of Engagement ("**the** **Engagement** **Period**"). |
| **6. FEE** | You will be paid the sum of \_\_\_\_\_\_\_\_\_\_\_ pounds (£\_\_\_\_\_\_\_\_) per week [day] during the Engagement Period ("**the Basic Fee**") which will be payable in arrears on a weekly basis subject to signature by you of this Agreement. |
| **7. HOLIDAY ENTITLEMENT** | In addition to the Basic Fee, during the Engagement Period, you shall also be entitled to holiday pay which shall accrue at a weekly rate of [[ ] (£[ ]) subject to clause 3.1 of the Standard Terms ("**the Holiday Payment**"). You will be paid the Holiday Payment at the end of the Engagement Period less any amount already paid to you as holiday pay during the Engagement Period. If you take or the Company requires you to take holiday in excess of your accrued holiday entitlement, then this holiday leave will be unpaid. |
| **8. WORKING WEEK** | The Company shall use reasonable endeavours to ensure that the working week comprises **[five (5) day weeks/six (6) day weeks/eleven (11) day fortnights]** but you agree that due to the exigencies of production you may be required to work a six (6) day week throughout the Engagement Period and the Company shall be entitled to nominate dates in any week as it elects (including Saturdays, Sundays and Bank Holidays) ("**the Working Week**"). |
| **9. ADDITIONAL DAYS** | If you are required to work on any days outside the Working Week and/or the Engagement Period you will be paid [**at one fifth (1/5) of the Basic Fee/at one sixth (1/6) of the Basic Fee/at two elevenths (2/11) of the Basic Fee**]. |
| **10. WORKING DAY** | You will work such hours as are necessary to fulfil your obligations during the Engagement Period. Subject to any increases necessary to meet the reasonable demands of the production of the Programme, each day will normally involve an eleven (11) hour shooting period (camera call to camera wrap) inclusive of meal breaks. The Basic Fee is inclusive of overtime, travel, prep and wrap times, rest days on location, flexible or split days (late start/late finishes) night work and unsocial hours The Company shall use all reasonable endeavours to schedule production to enable you to receive not less than an eleven (11) hour break between calls. |
| **11. PRODUCTION BASE** | [***insert production base address***] and at any other location(s) as the Company may elect and separately notify to you ("**the Production Base**"). No travelling monies or the like shall be payable for travelling to and from the Production Base in this regard unless otherwise pre-agreed in writing by the Company. |
| **12. CREDIT** | Subject to clause 11 of the Standard Terms of Engagement, you may be accorded a credit in the sole discretion of the Company ("**the Credit**"). |
| **13. EXPENSES** | [Whilst on location the Company will provide you with accommodation and will pay you a daily per diem of [ pounds (£ )] per day which is intended exclusively to cover additional meals, personal needs and all other incidental, occasional or ancillary expenses.] **AND/OR**  [The Company shall reimburse you in respect of any general expenses pre-approved in writing and reasonably incurred by you in the proper performance of your obligations hereunder subject to receipt from you of an appropriate invoice(s).] **AND/OR**  [The Company shall reimburse you in respect of any mobile telephone costs incurred by you directly in connection with the Programme subject to receipt by the Company of an invoice and an itemised telephone bill from your service provider.] **AND/OR**  [The Company shall reimburse you for reasonable and travel costs pre-approved in writing and incurred by you in connection with the Programme in circumstance where you are required to travel more than thirty (30) miles from the Production Base subject to receipt by the Company of a proper invoice in relation to any travel costs or if you use your own car then petrol expenses will be paid at [forty five (45) pence per mile].] **AND/OR**  [Subject to you notifying the Company at least fourteen (14) days prior to the commencement of principal photography of the Programme as to details of any equipment to be used by you or provided by you to the Company for the purpose of the Programme and subject to the Company agreeing in writing to you using/providing the same the Company confirms that it shall include the equipment on the Company’s insurance for the Programme. [Furthermore, you will be entitled to an expense payment in the sum of \_\_\_\_\_\_\_\_\_\_\_ pounds (£\_\_\_\_\_\_\_) per week for \_\_\_\_\_\_ (\_\_\_\_\_\_) weeks during the Engagement Period which is intended exclusively to cover all expenses in respect of [ ] equipment to be provided by you.]] |
| **14. CHILD PROTECTION** | You hereby declare that:  (a) you do not have any unspent convictions, with the exception of road traffic convictions that have not resulted in a court ordered disqualification; and  (b) you have never been subject to any disciplinary action or sanction relating to any person under the age of eighteen.  You consent to this personal data being processed and kept by the Company for the purpose of child protection and the control of health and safety risk in accordance with the Data Protection Act 1998. The Company reserves the right to verify the information you have given on this form.  To make a false declaration is a serious offence, and may be referred to the appropriate authorities. If you are unable to make this declaration, you must inform the producer or executive producer of the Programme and you will not be asked to work on the Programme if it entails working with or being in contact with any person under the age of eighteen. This is in pursuance of the Company’s Child Protection Policy attached at Schedule 2. |
| **15. CITIZENSHIP** | In accordance with Clause 8.1.5 of the attached Standard Terms of Engagement, you agree to permit the Company to obtain a copy of your passport (personal details page), or other proof required by the Company on or before signature of this Agreement as proof of entitlement to work in the United Kingdom. |
| **16. DRIVING AT WORK** | You shall ensure that all vehicles you use for work purposes (including private vehicles), are properly insured (including if applicable for business purposes), have a valid MoT test, are roadworthy and that you have a valid driver’s licence.  If you will be driving at work then you hereby confirm that on or before signature of this Agreement you have:   1. read the Driving at Work Policy included in the Company’s Health & Safety pack which is available at the Production Base; 2. signed the Driver’s Declaration issued to you by the Company; 3. provided the Company with a copy of both parts of your driving licence. |
| **17. SPECIAL CONDITIONS** | The Health and Safety Policy attached at Schedule 1 and the Child Protection Policy attached at Schedule 2 shall apply to your engagement under this Agreement.  On or before signature of this Agreement you shall provide the Company with proof of your qualifications required to carry out the work for which you are engaged under this Agreement, if any. |
| **18. AGREEMENT** | This Agreement consists of these Deal Terms and the attached Standard Terms of Engagement. |
| **19. DATE OF AGREEMENT** |  |

|  |  |  |
| --- | --- | --- |
| For and on behalf of |  | Agreed and accepted |
| **8BIT PRODUCTIONS LIMITED** |  | **[N*AME OF CREW MEMBER***] |

**CREW AGREEMENT**

**"GO 8 BIT"**

**STANDARD TERMS OF ENGAGEMENT**

1. **Composition of Agreement**

1.1 This Agreement shall comprise the Deal Terms and the Standard Terms of Engagement.

1.2 If there is a conflict between the Deal Terms and the Standard Terms of Engagement, the Deal Terms shall prevail.

2. **The Fee**

2.1 The Basic Fee covers all hours that you devote to the provision of your services including overtime, travel, prep and wrap times, meal breaks, rest days on location, flexible or split days (late starts/late finishes), night work and unsocial hours.

2.2 Unless otherwise specified in the Deal Terms and unless otherwise required to work the same by the Company, you shall not be entitled to work and be paid for any additional days outside the Working Week without the prior written approval of the line producer or the production manager.

2.3 The Company shall be entitled to deduct from any instalment of the Basic Fee any sums due from you to the Company including, without limitation, any overpayments, loans or advances made to you by the Company and the cost of repairing any damage or loss to the Company's property caused by any negligent act or omission by you.

3. **Holiday**

3.1           You are entitled to 5.6 weeks' holiday (subject to a maximum of twenty eight (28) days’ annual holiday) per holiday year, pro rata to the length of the Engagement Period. The holiday year runs from 1 January to 31 December each year.

3.2           All holiday must be pre-approved by the Company and you must give the Company a minimum of seven (7) days’ notice of your intention to take holiday.  You accept that given the nature of your engagement it may not be possible for you to take holiday when requested.  You accept that in this instance bank holidays will be classed as normal working days and it will not be possible for you to take these as holiday days unless agreed by the Company otherwise.

3.3           Upon termination of your engagement you will be entitled to payment in lieu on a pro rata basis for any annual holiday leave accrued but not taken in the holiday year in which your engagement terminates or if appropriate you will repay the Company (or the Company may deduct from any final payment due to you and you hereby authorise such a deduction) any sums received in respect of holidays taken prior to termination in excess of your proportionate entitlement.

3.4           Throughout the Engagement Period, any days that you could be required to work but are not required to work may be deemed by the Company to be holiday and the Company is not obliged to give you any minimum advance notice.

4. **Working Time**

4.1 You agree that the limits on weekly working hours set out in the EC Working Time Directive (1993/104/EC) ("the Directive") and/or The Working Time Regulations 1998 ("the Regulations") or any other legislation modifying or re-enacting the Directive or the Regulations will not apply to your engagement. You may withdraw this consent by three (3) months' written notice to the Company at any time during the Engagement Period. The Company will not require you to work any hours in excess of the maximum weekly working time if to do so would cause any safety or health risks and you should advise the Company if you feel that any safety or health risks are being created by the hours worked. In addition, you shall to comply with any requests or measures imposed to enable the Company to monitor your working time and failure to do so will be a material breach of this Agreement.

5. **Provision of services**

5.1 You shall provide your services in this Agreement in a first class manner and to the best of your skill and ability. In particular, you will provide all services as are generally and usually rendered in the film and television industry by a crew member of your Capacity and you shall at all times carry out your services in accordance with the budget of the Programme approved by the Programme’s commissioning broadcaster.

5.2 You shall render your exclusive services during the Engagement Period as efficiently and economically as possible in collaboration with all people, at all times and all places as the Company may direct and shall comply with the rules and regulations of the Company.

5.3 If filming or production of the Programme should for any reason go over schedule then if the Company requires you to provide further services on dates outside of the dates set out in clause 5 of the Deal Terms and if you are available to provide your consecutive or non-consecutive services on an exclusive basis on the relevant additional dates that the Company separately notifies to you, then you shall supply such extended services upon identical terms to those set out under this Agreement and all references under this Agreement to the provision of your services shall be deemed to be reference to the provision also of such extended services if you provide these in accordance with the terms of this clause.

6. **Rights**

6.1 In consideration of the payment by the Company to you of the sum of one pound (£1), receipt of which is acknowledged, you with full title guarantee, irrevocably assign to the Company, by way of an exclusive assignment of present and future copyright, the entire copyright and all other rights, title and interest of whatsoever nature, whether vested or contingent in and to all of the products of your services in respect of this Agreement and the Programme and all allied and ancillary rights in the Programme, to hold the same unto the Company absolutely, throughout the world in all languages for the full period of copyright and all renewals, revivals, reversions and extensions and thereafter in perpetuity to the extent permitted by law whether the right to such renewals, revivals, reversions or extensions now exists or is hereafter created by the laws in force in any part of the world. This assignment shall be without reservation or condition and so that no right of any kind, nature or description is reserved by you. All rights granted by you in this Agreement shall be referred to as "the Rights".

6.2 You irrevocably and unconditionally waive in perpetuity all moral rights that you may have in and to all the products of your services in respect of this Agreement and the Programme and all allied and ancillary rights in the Programme, whether arising under Sections 77 to 85 (inclusive) of the Copyright Designs and Patents Act 1988, as amended ("the Act") or otherwise, and the benefits of any provision of law known as "droit moral" or any similar law in any country of the world and undertake not to institute, support, maintain or permit any action or lawsuit in any part of the world on the grounds that the products of your services, the Programme and all allied and ancillary rights in the Programme or any version or adaptation of them or any derivative right or product in any way constitutes an infringement of any moral rights or "droit moral" of yours or is in any way a defamation or mutilation of the products of your services or contains unauthorised alterations, adaptation or translations or on the grounds that the products of your services have been subjected to a derogatory treatment.

6.3 The Company shall be the sole owner of the copyright in the Programme, with the right to make use of the products of your services in respect of this Agreement and the Programme and all allied and ancillary rights in the Programme as it shall decide. For the purpose of the copyright law of the United States of America and any jurisdiction which does not recognise an assignment of future copyright, if there is a resort or subjection to such jurisdiction in relation to this Agreement, the products of your services are and will be deemed to be written as a "work made for hire" and the Company shall be deemed the author.

6.4 The Rights include all rights of communication to the public by satellite, cable retransmission rights and all rental and lending rights, whether now known or hereafter existing, in any country of the world in and to the products of your services in respect of this Agreement and the Programme and all allied and ancillary rights in the Programme and any part or version or adaptation of the Programme. Further, the consideration payable under this Agreement includes a payment in respect of the rental and lending rights which represents adequate and equitable compensation for the assignment of the rental and lending rights.

6.5 You shall sign all further agreements as the Company requires to vest in or further assure to the Company, the Rights.

7. **Publicity and promotion**

7.1 The Company may issue publicity and advertising including your name, photograph, likeness or any biographical material in connection with the publicity, advertising and exploitation of the Programme and all allied and ancillary rights in the Programme, by all means and in all media throughout the world in perpetuity and you grant to the Company all consents under the Act to make the fullest use of this right and the fullest exploitation of the products of your services provided in this Agreement.

7.2 The Company may make films and sound recordings of your physical likeness and voice for "behind the scenes" promotional films, documentaries, featurettes, DVD "extras" EPKs and the like and reproduce your physical likeness and voice and exploit the same by all means and in all media throughout the world in perpetuity, without any further payment to you and you hereby grant any and all performer's consents in respect thereof to the Company.

8. **Warranties & Indemnity**

8.1 You warrant, represent and undertake to and with the Company that:

8.1.1 you are fully authorised and entitled to enter into this Agreement;

8.1.2 you are not subject to any obligation or limitation which will or might prevent you from complying with and performing all the conditions and obligations to be complied with and performed in this Agreement;

8.1.3 the products of your services will be original, except as to matters in the public domain, and will not infringe the rights of any third party;

8.1.4 you have not done and will not do anything which might or could impair the Company’s quiet enjoyment of the Rights and the services provided by you;

8.1.5 you are and will remain during the Engagement Period a qualifying person for the purposes of the Act and a citizen of a member country of the European Economic Community and you shall permit the Company to obtain a copy of your passport or other proof as required by the Company on or before signature of this Agreement as current and valid proof of your entitlement to work in the United Kingdom;

8.1.6 you shall not, except in the course of providing your services hereunder and in sole and exclusive connection with the Programme and in accordance with Company guidelines, incur any liability on behalf of the Company nor pledge the Company’s credit without the Company’s prior written approval;

8.1.7 you shall not, except in the course of providing your services hereunder and in sole and exclusive connection with the Programme and in accordance with Company guidelines, charge any expenses or costs to the Company without the Company’s prior written approval;

8.1.8 you have adequate protection under your own insurance policy if you use your own car or any other equipment or item owned by you for the provision of your services in this Agreement;

8.1.9 you shall not at any time during the Engagement Period take any unauthorised photographs or video recordings of the set or the individuals rendering services in connection with the Programme or things coming into your possession or control by reason of your engagement under this Agreement;

8.1.10 you shall exercise all reasonable care during the course of the Engagement Period for your own health and safety and that of other persons who may be affected by your acts or omissions and you shall cooperate as far as it is necessary to ensure that the Company is able to comply with its obligations in relation to the health and safety at work by law;

8.1.11 at the expiration of the Engagement Period, you shall hand over to the Company all photographs, books, plans, drawings, sketches, papers, files and any other effects belonging to the Company or relating to the Programme which are then in your possession or under your control;

8.1.12 you shall not use or be under the influence of alcohol or controlled substances while you are rendering your services under this Agreement and you shall not do anything which could or would invalidate any of the Company’s insurance policies taken out in connection with the Programme;

8.1.13 you shall not do anything that would affect the assignment of any of the Rights or cause any warranty, representation or undertaking by you to be or become untrue or incapable of being fulfilled; and

8.1.14 you shall make good at your own expense any defect or default in the provision of the services or the performance of your obligations under this Agreement.

8.2 You indemnify and shall keep the Company indemnified, from and against all claims, demands, actions, proceedings, costs, damages, losses and expenses, which shall include legal costs, expenses and VAT whether suffered or incurred directly or indirectly by the Company or any compensation paid or agreed to be paid by the Company to any third party or arising out of:

8.2.1 any breach, non‑performance or non-observance of any of the covenants, warranties, representations, undertakings and agreements on your part contained or implied in this Agreement including any negligent or reckless act, omission or default in the provision of the services; or

8.2.2 any employment-related claim or any claim based on employment status brought by you against the Company in connection with the provision of the services.

9. **Confidentiality**

9.1 You shall not, other than to your professional advisers or as may be required by law, without the Company's prior written consent, make any statement, announcement or give any information directly or indirectly relating to your engagement, the Programme, any person involved in or associated with the Programme, this Agreement, the internal affairs of the Company or the commercial relationship of the Company with any financing partner to any journalist, critic or correspondent of any newspaper or publication or to any person, firm or Company by whom or in circumstances in which the repetition or publication of any statement, announcement or information might reasonably be anticipated. This obligation shall not apply to any information which is already in the public domain otherwise than through your unauthorised disclosure.

9.2 You shall not at any time do anything detrimental to or say anything detrimental about the Programme, the Company or any persons involved in or associated with the Programme. You further agree not to make available on the internet (for sale, auction or any other purpose) any articles or possessions that you obtain or have access to in the course of your Engagement hereunder.

10. **Suspension and Termination**

10.1 The Company shall have the right at any time, by written or oral notice, either to suspend or terminate your engagement without compensation (other than in respect of any amount accrued as at the date of termination or suspension) with immediate effect if:

10.1.1 you commit an act of gross misconduct, gross negligence or any repeated or serious breach of your material obligations or warranties under this Agreement;

10.1.2 you conduct yourself in a way which is materially harmful to the interests of the Company or the Programme or which tends to bring yourself or the Company into disrepute;

10.1.3 any of the conditions of this Agreement are not or cease to be satisfied;

10.1.4 you are unable or wilfully neglect to provide or fail to remedy any default in the provision of the services;

10.1.5 you are convicted of a criminal offence other than a motoring offence for which a fine or non-custodial sentence is imposed;

10.1.6 you cease to be eligible to work in the UK;

10.1.7 evidence comes to the Company's attention that you knowingly provided false or misleading information prior to the start of your engagement in relation to your qualifications, skills, experience, education or employment history which had a material impact on the Company's decision to offer to engage you under this Agreement;

10.1.8 any reason outside the Company’s control requires the suspension or termination of the production of the Programme.

10.2 Without prejudice to the Company's rights under clause 10.1, the Company shall at any time and for any reason be entitled to terminate this Agreement on one (1) weeks' notice and may terminate this Agreement with immediate effect and pay one (1) weeks' pay in lieu of notice.

10.3 Termination of this Agreement by the Company shall not operate as a waiver of any breach by you of any of the provisions of this Agreement and shall be without prejudice to any rights or remedies which may arise as a consequence of such breach or which may have accrued in this Agreement up to the date of termination. Clauses 6 (Rights), 7 (Publicity and Promotion), 8 (Warranties and Indemnity), 9 (Confidentiality), 11 (Credit), 13 (Data Protection) and 14 (Miscellaneous) shall continue in force and effect notwithstanding the termination or expiry of this Agreement, together with such other clauses as are necessary for the interpretation or enforcement of this Agreement.

11. **Credit**

11.1 Subject to broadcaster's credit guidelines and restrictions you shall be accorded the Credit if you are not in default and if you have complied with all your obligations under this Agreement.

11.2 The Company shall not be liable for any failure to accord the Credit and any inadvertent or other failure to accord the Credit shall not constitute a breach of this Agreement by the Company. However, the Company shall use reasonable endeavours, but without any obligation to incur costs and without making any guarantee of success, to prospectively cure any failure to accord the Credit within a reasonable time following receipt of written notice of the failure from you.

11.3 The size, type and position of any credit accorded to you shall be at the Company's sole discretion.

**12. Child Protection**

12.1 You will abide by the terms of the Company’s Child Protection Policy, a short form version of which is attached as Schedule 2 to this Agreement.

12.2 If the provision of your services in respect of the Programme involves unsupervised contact with children, your engagement will be subject to the receipt by the Company of such evidence as it may reasonably require evidencing you suitability to work with children including an enhanced certificate from the Disclosure and Barring Service. Any failure to provide or permit the disclosure of such evidence to the Company will result in your engagement being terminated without notice pursuant to paragraph 10.1.3 above.

13. **Data Protection**

13.1 Information which you provide in the course of your engagement, including any information about third parties, will be processed by the Company for legal, personnel, administrative and management purposes or otherwise as may be reasonably necessary for the Company to comply with its obligations under this Agreement. To the extent that any personal data that you provide constitutes sensitive personal data as defined in the Data Protection Act 1998 ("DPA") the Company will only process such data to the extent that it is necessary for one or more of the purposes set out in Schedule 3 of the DPA including for the purposes of:

13.1.1 carrying out pre employment checks;

13.1.2 equal opportunity monitoring;

13.1.3 payroll operations;

13.1.4 making decisions about your fitness or suitability for work; and

13.1.5 compliance with legal requirements and obligations to third parties.

13.2 It is the Company's policy to protect employees' rights to privacy and to comply with the provisions of the Data Protection Act 1998.  As such, all personal data is kept securely and is released only to those third parties to whom disclosure is reasonably necessary for legitimate business purposes including the following:

13.2.1 the Company's bank and accountant;

13.2.2 payroll administrator's for the Company;

13.2.3 Company benefits and professional advisers; and

13.2.4 potential purchasers of or investors in the Company's business.

13.3 Your personal data may be transferred to other Group Companies or business contacts outside the European Economic Area in order to further the Company's or any Group Company's business interests.

13.4 By accepting your appointment with the Company you are agreeing to the collection, storing and processing of such data as set out above.

14. **Miscellaneous**

14.1 The Company gives no guarantee that the production of the Programme will proceed to completion or as to the length of the Engagement Period.

14.2 The Company shall be fully and freely entitled to exploit the Programme and all ancillary rights connected with the Programme in all media and by all means throughout the world, in perpetuity, without the need for any further payment to you.

14.3 Any complaint relating to this Agreement should be raised in writing with the Company.

14.4 The Rights shall be irrevocable under all circumstances and shall not be subject to reversion, rescission, injunction or other equitable relief in the case of any breach of this Agreement by the Company. Your remedies shall be limited to an action at law for damages, if any, actually suffered by you and in no event shall you be entitled to enjoin or restrain the development, production, distribution, advertising, publicity, or exploitation of the Programme or any of the allied and ancillary rights connected with the Programme.

14.5 You are engaged by the Company on a PAYE basis and as such the Basic Fee and any Holiday Payment shall be subject to such deductions for tax and National Insurance contributions as the Company may be required by law to make and Employers National Insurance Contributions will be paid at the appropriate rate.

14.6 All payments under this Agreement are exclusive of Value Added Tax. If Value Added Tax is or becomes payable, you will render to the Company a Value Added Tax invoice (with your VAT registration details) for the payments upon receipt of which the Company will pay to you the amount shown due.

14.7 To the extent not covered by the terms of this Agreement, the terms and conditions of the current PACT/BECTU Freelance Production Agreement in force shall apply but in the event of any inconsistency or conflict between the PACT/BECTU Agreement and this Agreement, the terms of this Agreement shall prevail.

14.8 All notices required to be served under this Agreement shall, unless permitted otherwise under this Agreement, be in writing and may be served by personal delivery, email or by first class post on the parties at their addresses set out in the Deal Terms. In the absence of earlier receipt, any notice served under this Agreement shall be deemed to have been served as follows:

14.8.1 if sent by personal delivery, at the time of delivery;

14.8.2 if sent by email, four (4) hours after sending;

14.8.3 if sent by first class post, at 9.30am on the second business days after posting.

14.9 You agree to abide by the provisions of the Bribery Act 2010 as notified to you by the Company at all times in the performance of your services under this Agreement.

14.10 You agree to comply with the Data Protection Act 1988 as required by the Company during the course of your engagement under this Agreement.

14.11 Nothing contained in this Agreement shall be deemed to constitute or create a partnership or joint venture between the parties or render you an employee, agent or partner of the Company and you shall not hold yourself out as such.

14.12 No waiver by the parties of any failure by them to perform any covenant or condition of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of any covenant or condition of this Agreement.

14.13 The Company shall be entitled to assign this Agreement to any third party.

14.14 If any clause or any part of this Agreement or its application to any party shall for any reason be adjudged by a court or other legal authority of competent jurisdiction to be invalid, this judgment shall not affect the remainder of this Agreement, the terms of which shall remain in full force and effect.

14.15 This Agreement represents the entire agreement between the parties in respect of its subject matter and replaces any previous agreement(s) relating to the subject matter and may be varied only in writing signed by the parties.

14.16 This Agreement may be validly executed in any number of counterparts.

14.17 This Agreement shall be governed by and construed in accordance with the laws of England & Wales and the parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of England & Wales as regards any claim, dispute or matter arising under or in relation to this Agreement, or its formulation, validity or termination.

14.18 The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no term or condition of this Agreement shall confer or be construed as conferring any right on any third party.

**END**

**SCHEDULE 1**

**HEALTH AND SAFETY POLICY/GENERAL STATEMENT**

The Company regards the promotion of health and safety measures as a mutual objective for all members of the unit irrespective of grade.

Under new Corporate Manslaughter legislation, it is even more imperative that the Company, in partnership with yourself, complies with Health & Safety legislation. If for any reason you feel unable to comply with this policy and general statement, or feel that the policy / general statement are not being adhered to by others, please inform your Production Manager immediately.

It is the policy of the Company to do all that is necessary to protect the health and safety of all the Unit Members whilst at work, and also that of members of the public or any contractors who may be affected by the Company's undertakings.

In particular, the Company has the responsibility as far as is reasonably practicable to ensure:

* The provision and maintenance of plant, equipment and systems of work that are safe and without risks to health.
* That all vehicles used for work are properly insured, have a valid MoT test, are roadworthy and that the driver must have a valid driver’s licence. This is applicable to private vehicles used for any and all business use.
* Safety and absence of risks to health in connection with the use, handling, storage and transport of articles and substances.

1. Provision of instruction, information and training and supervision necessary to ensure the health and safety of all employees on a regular basis.
2. Provision and maintenance of a safe place of work and safe access to and egress from that place of work.
3. The provision of a working environment that is safe and without risks to health.
4. Provision of adequate welfare facilities and arrangements.
5. Compliance with all relevant statutory requirements for health, safety and welfare
6. Compliance with the compliance manuals of our broadcasters.
7. The suitable and sufficient assessment of all risks to health and safety and the communication of control initiatives to all persons exposed to identifiable risks.
8. Keep detailed records on all Health and Safety matters.
9. To ensure emergency plans to include evacuation procedures are in place and communication of such plans are given to all staff affected.

The Company aims to ensure that:

* All workers are trained in the principles of Health and Safety, and in particular the Company Policy and General Statement.
* All Heads of Department are aware of their own responsibilities for health and safety.
* All Unit Members are aware that they are required to work safely and co-operate with their respective Heads of Department, and other management representatives in all matters that affect their health and safety at work.
* Section 7 of the Health and Safety at Work, etc. Act 1974 states that an individual must take reasonable care for their own health and safety and for the health and safety of others who may be affected by their acts or omissions.

This will include the known risks caused by drug or alcohol abuse. Legal action may be taken against any individual whose actions due to drug or alcohol abuse resulted in injury to another person. Company policy is to take disciplinary action in any instance where drug or alcohol abuse occurs.

**GENERAL ARRANGEMENTS FOR HEALTH AND SAFETY**

1. Appropriate First Aid cover will be arranged for Construction and Shooting Crews.
2. There is a fully equipped First Aid box in the Production Office.
3. On location, the daily call sheet will indicate the nearest Accident and Emergency hospital to the location site. Any accident you have must be reported to the Production Manager. An accident book will be kept in the Production Office.
4. Fire Evacuation Procedures should be in place at a venue. Locations sets must have a procedure in place, and ensure emergency vehicles can have unobstructed access at all times to the set, compound, etc.

**SAFETY ON SET**

1. When working on the set whether it is on location or a hired studio, always ensure exits are kept free of obstruction at all times. This will make it possible for easy access/egress in the event of an emergency.
2. Any overhead equipment should be properly secured and cables on the ground matted or ramped wherever possible.
3. Ensure that fire equipment such as extinguishers is easily accessible.
4. Always take care when moving heavy and awkward objects and use the appropriate mechanical lifting gear where it is available.
5. When filming from heights, whether it is in the studio or on location, always use a safety harness when instructed to do so.
6. When working with paint or chemicals, ensure they are correctly stored at all times. If you have any doubts as to the correct storage, please refer to your Production Manager/Head of Department.
7. Ensure all hand tools and related equipment is in proper working order with protective guards applied where necessary. Always ensure when working on ladders they are properly supported and secured.
8. Obey security, fire, health and safety regulations, and any statutory requirements relating to the studio, office or other place of work, including in all circumstances 'No Smoking' requirements.
9. In respect of electrical safety, ensure there are no exposed live parts, and all electrical equipment is properly maintained. Always be mindful of the danger of fire if lights are placed near props, sets and other possible flammable materials.
10. Where personal protective equipment and/or clothing is issued for use by Unit Members, this must be used in any area designated as a site where such equipment and clothing must be used and/or worn. This includes the use of safety helmets in areas of construction away from studio stages. This requirement will also apply to any visitor to the designated area.

All personal protective equipment and clothing must be correctly stored after use. If you have any doubts as to the correct storage, please refer to your Production Manager/Head of Department.

**GENERAL**

During shooting, the Safety Co-ordinator on the floor is the First Assistant Director who will liaise between the floor crew and the Producer and/or Production Manager.

General health and safety matters can be referred to the Production Manager, and where necessary, the Company's Health and Safety Advisor.

**SCHEDULE 2**

**Child Protection Policy**

The Company is committed to safeguarding the welfare of children and young people. This document is a short form version of the Company’s Child Protection Policy, the full version of which is available from the Company on request.

This document outlines the roles and responsibilities of everyone engaged by the Company in relation to the protection of children and young people with whom their work brings them into contact. In the context of child protection, children and young persons refers to anyone less than 18 years of age.

This is based on, and reflects, the principles of both UK legislation and guidance, and the Company’s other relevant policies and procedures. The approach has been developed in such a way as to be consistent with 'Best Practice' within the field of child protection. The key principles are:

* The welfare of the child or young person is the paramount consideration.
* All children and young people, regardless of age, disability, gender, racial or ethnic origin, religious belief and sexual identity have a right to protection from harm or abuse.

It is the responsibility of everyone engaged by the Company to promote the protection of children and young people. In following the policy those engaged by the Company are always expected to maintain a sense of proportion, apply common sense to situations and protect the child’s welfare as a priority.

It is also the Company’s duty to ensure that those engaged by the Company are never placed in situations where abuse might be alleged. It is not intended that the policy should restrict those engaged by the Company from normal ways of working, but those engaged by the Company always need to consider how an action or activity may be perceived as opposed to how it is intended.

The Company undertakes to:

* Treat children and young people with care, respect and dignity
* Respect and promote the rights, wishes and feelings of children and young people
* Recognise that those engaged by the Company will be perceived by children and young people as trusted representatives of the Company and therefore requires any person engaged by the Company to adopt and abide by this Child Protection Policy
* Ensure communication with children and young people is open and clear
* Fully assess the risks to children of its activities
* Ensure those engaged by the Company avoid physical contact with children and young people except for reasons of health and safety, or under supervision as part of their work.

DISCLOSURE

Offers of engagement to positions where working with children and young people is expected and where, because of the nature of the work, full disclosure is a requirement, the Company will submit an application via an organisation registered for this purpose with the Disclosure and Barring Service (DBS). This enables the Company to make more thorough recruitment and selection checks for positions which involve working with children and young people. The applicant would receive a copy of the DBS report and disclose its content to the Company.

DISCLOSURE ISSUES

Any person who discloses (whether prior to or subsequent to a DBS disclosure) that they have been convicted of any offence relating to children or young people; and/or subject to any disciplinary action or sanction (criminal or otherwise) relating to children, will not be permitted to work on the Programme.

# TRANSPORT & ACCOMMODATION

# If you are required to provide transport or accommodation for children or young people please refer to the Company’s Child Protection Policy.