

4CREATIVE / CHANNEL 4

RECOMMENDED TERMS FOR ENGAGING CREW ON THE

PRODUCTION OF CHANNEL 4 PROMOTIONS

(as approved and published by BECTU, 1st July 2022)

1. Your services.

You will provide the services of your grade in consideration of which we agree to pay you such sum as we agree between us which shall be not less than the minimum and not more than the maximum for that grade set out in Appendix 1 ("**your basic daily rate**") on weekdays and Saturdays, together with such additional payments as this agreement entitles you to. We will pay invoices from crew with whom we contract direct within 30 days of receipt. You agree that such services will be of a good professional standard consistent with what we might reasonably expect to receive from a person employed on your grade.

You agree to treat all information you obtain as a result of your engagement as confidential and that the copyright in anything you create pursuant to your engagement is assigned to us by way of future assignment. You waive all moral rights in respect of such work.

2. The basic working day.

The basic working day is ten working hours plus one hour for lunch. We will notify you of the start time (which will be between 7am and 11am) and where you should attend and you will attend the location at that time. If your call time is between 11am and 5pm, this is considered a late call. No matter when the call time is being given, the basic working day starts at 11am and includes 11 hours in total (10 working hours and one hour for lunch) after which overtime applies.

3. Continuous working day.

Any day on which you work for a continuous period of nine hours from the start time (which will be between 7am and 11am) shall be a "**Continuous Working Day**". We will provide you with food and beverages at an appropriate time during the Continuous Working Day. Overtime will commence after nine hours.

4. Overtime.

You agree to work such hours in addition to the basic working day as are necessary, for which we shall pay you at the rate of one tenth of your rate for the basic working day for each hour you work ("**your basic hourly rate**") or a multiple of such. Overtime is charged per 30 minutes.

5. Non-shooting days.

On a working day on which shooting does not take place you will be paid 100% of your daily fee. A non-shooting day is a rest day, a prep day, a recce day, a pre-light day, a construction (build) or strike day.

6. Overtime rates for Mondays to Saturdays.

For overtime rates refer to Appendix 1. You will be paid at 3 times your basic hourly rate for all overtime worked between midnight and 5am.

7. Work on Sundays, Bank Holidays and Statutory Holidays.

If you work on Sundays, Bank Holidays or Statutory Holidays we will pay you 2 times your basic hourly rate for all hours worked on that day with a minimum call of 10 hours. Overtime between midnight and 5am will be paid in accordance with section 6 above.

8. Night work.

All work commencing between 5pm and 5am is night work and you will be paid at double your basic hourly rate for all hours worked with a minimum call of 10 hours.

9. Early call.

If your call time is between 5am and 7am, your basic working day starts at the call time and we will pay you at your overtime rate for hours worked between 5am and 7am. The rest of the day will be charged as basic working day (calculated from a call time). Early call rule applies on all days throughout a week, Monday to Sunday. Overtime will start 11 hours after a call time.

10. Meal breaks and meal allowances.

- (i) Your first meal break of one hour will begin no more than 5 1/2 hours after work has commenced.
- (ii) Your second meal break of half an hour will begin no more than 5 1/2 hours after the end of the first meal break. In the event of a Continuous Working Day there shall be a meal break at the end of the nine hours constituting the Continuous Working Day and the provisions of the second meal break shall apply to that break.
- (iii) For both first and second break we will either provide you with a free meal or pay you a £7.50 meal allowance.
- (iv) If the first meal break is missed overtime provisions will apply when 9 hours have elapsed since the start time (i.e. that day will be treated as if it were a Continuous Working Day as per section 3 above). If the first meal break is curtailed then overtime will commence 11 hours from the start time less the amount of time the first meal break was curtailed by (e.g. if the first meal break was curtailed by 20 minutes overtime will commence 10 hours and 40 minutes from the start time).
- (v) When a meal break is delayed we will pay you a penalty of £20. If a meal break is delayed for more than 30 minutes we will pay you an additional £20.
- (vi) If a second or subsequent meal break is missed or curtailed, you will get paid at your overtime rate to compensate for the 30 minutes of that missed break.
- (vii) Missed break on a night shoot is charged at the basic hourly rate for a night shoot.

11. Travel time.

We will pay you for time spent traveling to work subject to the following:

- (i) For the purpose of calculating travel time, the starting point is SW1P for London-based production companies.
- (ii) On working days we will pay you for time spent traveling less the first hour of the outward and homeward journey, at your basic hourly rate.

- (iii) If we ask you to collect equipment or personnel from other address than your home address, you will be paid for your time collecting and delivering as working time.
- (iv) If under the terms of this agreement you must travel on a day which is not a working day, we will pay you for the hours you travel at your basic hourly rate subject to a minimum of 10 hours. After a travel non-shooting day your following working day start will be calculated on base-to-base basis (meaning e.g. from hotel to hotel). This applies to all location-based shooting where the crew stays in a hotel.

N.B. Travel time is always paid at single time, regardless of time, or day of the week. If travel time and working time total less than 11 hours, then no travel time is payable.

12. Travel expenses.

If you use your car to reach a location (but not a studio) we will pay you 45p per mile except that you will not be entitled to be paid if the location is less than 20 miles from SW1P.

13. Travel by air.

Where we require you to travel by air, we will provide you with air travel on a scheduled passenger service. Further, on all flights and stopovers we will provide you with meals and refreshments. If the flight time exceeds 4 hours there will be no shooting on the day of the flight except in exceptional circumstances. When the schedule flight time exceeds 8 hours there will be no shooting until 24 hours after arrival at the destination except in exceptional circumstances.

14. Location work.

(i). Where at our request you remain on location on a rest day you will be paid your basic daily rate for that day.

(ii). You will be paid from hotel to hotel at the location.

15. Insurance.

We will arrange insurance for you when you work for us overseas or on a hazardous location in the UK. We will provide you with the terms of such insurance if you request them in writing.

16. Assignment of services.

We shall be entitled to assign the benefit of your services under this agreement but we shall remain obliged to pay you such sums as you are entitled to under this agreement.

17. Holiday Pay.

12.07% of the payment(s) by Channel 4 / 4creative to the crew member are paid (and therefore included in the day rate) and accepted in lieu of such entitlement as the crew member has to holiday pay.

18. Force Majeure.

If your engagement is cancelled because of an event of Force Majeure (as defined in Appendix 2) we shall pay you for the work you have done up to the point where production has ceased but we will not be liable for any other payments.

19. Cancellation fees.

If a production is cancelled for any reason except for an event of Force Majeure the amount payable to you under this agreement shall be determined as follows:

6 – 4 days prior to the engagement – 50% of the agreed fee.

3 – 2 days prior to the engagement – 75% of the agreed fee.

On the day prior to the engagement – 100% of the agreed fee.

All 7 days of the week count for the notice period.

For the purpose of calculating the number of days' notice given, the day on which notice is given is included but the shoot day is not.

If the period of engagement is 3 days or less, the cancellation fee applies to the whole engagement.

If the period of engagement is more than 3 days, then each day is a separate engagement and the cancellation fee is calculated for each day.

20. Time Off The Clock

The minimum break between completion of call on a production on which we engage you and recall on the same production shall be 11 hours. We will pay you at your overtime rate for each hour such break is reduced below 11 hours.

21. Invoicing

Channel 4 will not accept hand-written invoices. All invoices must include date, invoice number, name / company name, address, email, phone number, dates worked and job name and reference number. The invoice must be addressed to Channel 4 Television Corporation, 124 Horseferry Road, London, SW1P 2TX and emailed in pdf format to channel4@bscs.basware.com. Invoices must include the name of the Producer unless otherwise instructed on the invoice section of the job call sheet.

Appendix 1

Crew Rates and Engagement Terms

Crew Role	C4 2022 Rates (inc. holiday pay)	APA July '22 Rates	OT Grade	OT Coefficient	Standard Hourly Overtime
Director	£750	£833	n/a	n/a	n/a
Casting Director **	£685	£761	please see session fees & prep fees details below	n/a	n/a
1st Assistant Director	£632	£702	Grade III	1.0	£63.00
2nd Assistant Director	£350	£308	Grade I	1.50	£53.10
3rd Assistant Director	£262	£291	Grade I	1.50	£39.60
Floor Runner / AD Trainee *	£191	£212	Overtime as below	n/a	n/a
Production Runner *	£191	£212	Overtime as below	n/a	n/a
Script Supervisor	£449	£498	Grade II	1.25	£56.70
Producer	£750	£833	n/a	n/a	n/a
Production Manager	£489	£543	Overtime as below	n/a	n/a
Location Manager	£468	£519	Grade II	1.25	£58.50
DoP/Lighting Cameraperson	£1,219	£1,354	Grade III	1.0	£121.50
Camera Operator	£513	£569	Grade II	1.25	£63.90
Focus Puller (1st AC)	£449	£498	Grade II	1.25	£56.70
Clapper Loader	£350	£388	Grade I	1.50	£53.10
DIT	£412	£457	Grade II	1.25	£52.20
Key Grip or has NVQ3	£449	£498	Grade II	1.25	£56.70
Non Key Grip	£411	£456	Grade II	1.25	£52.20
Senior Video Operator	£405	£450	Grade II	1.25	£50.40
Video Operator	£315	£349	Grade I	1.50	£47.70
Gaffer	£457	£507	Grade I	1.50	£68.55
Electrician/Spark	£357	£396	Grade I	1.50	£54.00
Programmable Lighting Desk Op.***	£412	£457	Grade II	1.25	£52.20
SFX Supervisor	£1,219	£1,354	Grade III	1.0	£121.50
Sr. SFX Technician	£522	£580	Grade II	1.25	£65.70
SFX Technician	£418	£464	Grade II	1.25	£52.20
SFX Assistant	£350	£388	Grade I	1.50	£53.10
Model Animator	£640	£711	Grade III	1.0	£63.90
Model Animator Asst.	£449	£498	Grade II	1.25	£56.70
Art Director	£685	£761	Grade III	1.0	£68.40
Asst. Art Director	£457	£507	Grade II	1.25	£57.60
Stylist	£504	£560	Grade II	1.25	£63.00
Props Buyer	£457	£507	Grade II	1.25	£57.60
Master Props	£406	£451	Grade II	1.25	£50.40
Props	£311	£345	Grade I	1.50	£47.70
Props Assistant	£250	£277	Grade I	1.50	£37.80
Construction Manager	£428	£475	Grade II	1.25	£52.20
Master Painter	£399	£433	Grade II	1.25	£49.50
Painter	£311	£345	Grade I	1.50	£47.70
Master Carpenter	£399	£443	Grade II	1.25	£49.50
Carpenter	£311	£345	Grade I	1.50	£47.70
Master Plaster	£399	£443	Grade II	1.25	£49.50
Plasterer	£311	£345	Grade I	1.50	£47.70
Scenic Artist	£575	£638	Grade III	1.0	£57.60
Standby Construction	£311	£345	Grade I	1.50	£47.70
Home Economist	£522	£580	Grade II	1.25	£65.70
Stage Hand	£289	£321	Grade I	1.50	£43.20
Labourer	£240	£266	Grade I	1.50	£36.90
Driver	£240	£266	Grade I	1.50	£36.90
Sound Mixer	£522	£580	Grade II	1.25	£65.70
Boom Operator	£418	£464	Grade II	1.25	£52.20
Sound Maintenance	£341	£378	Grade I	1.50	£51.30
Sound Assistant	£315	£349	Grade I	1.50	£47.70
Costume Designer	£542	£602	Grade II	1.25	£67.50
Wardrobe Buyer	£542	£602	Grade II	1.25	£67.50
Wardrobe Assistant	£311	£345	Grade I	1.50	£47.70
Chief Make Up Artist	£522	£580	Grade II	1.25	£65.70
Make Up Assistant	£311	£345	Grade I	1.50	£47.70
Chief Hair Designer	£522	£580	Grade II	1.25	£65.70
Hairdresser	£311	£345	Grade I	1.50	£47.70
Covid Supervisor	£350	£388	Grade I	1.50	£53.10
Paramedic	£308	£339	Grade I	1.50	£46.51
Security	£308	£339	Grade I	1.50	£46.51

* **Casting Director Session Breakdown:** For casting session up to 4 characters, casting director will receive the £685 session fee. Prep day fee (half of session fee, i.e. £342.50) will be payable in addition to the casting fee. For casting 5-8 characters, a second prep day would be charged along with a second casting session fee.

** **On-Set Runners (working as part of the AD team)** will be paid £27 per hour overtime after 12 hours from their calltime. **This does not apply to Production Runners.**
NB: OT coefficients, BHR and multiple-hourly rate systems do not apply to runners.

*** **Production Managers and Production Assistants** to receive a supplementary £53 per shoot day. **NB: OT coefficients, BHR and multiple-hourly rate systems do not apply to production staff.**

**** **Programmable Lighting Desk Operator Role Definition:** An electrician who is operating and programming a lighting desk requiring lighting cues during a take, effects (i.e. flicker/fire effects), control of moving lights or multi-channel LEDs or time coded/midi/analogue synchronisation and triggering (motion control). Such rate and grade only applicable when the position is deemed necessary and agreed in advance between the Gaffer and Production Manager (it shall not apply to a basic fader lighting desk being operated by an electrician).

Appendix 2 - FORCE MAJEURE DEFINITION

An event of Force Majeure shall be defined as any event that is not reasonably insurable including, but not limited to, any act of terrorism, threat of terrorism, any hostile or war like action in time of peace or war, the use or threat of use of any weapon of war employing atomic fission or radioactive force, any instruction or rebellion or revolution or civil war or usurped power or any action taken by any governmental authority in hindering or combating or

defending against such occurrence, seizure or destruction under quarantine or customs regulation or confiscation by order of any government or public authority or risks of contraband or illegal transportation of trade, any civil commotion assuming the proportions of or amounting to a popular rising or riot or martial law or the act of any lawfully constituted civil authority (except to the extent that certain acts of civil authority may reasonably be insurable from time to time).