BBC/ EQUITY: AUDIO AGREEMENT 2023/24

From: Nicola Hill, Commercial Rights and Business Affairs, BBC

Issue Date: 14th November 2023 (and updated to include new paragraphs 808 and 601(c))

The rates set out in this Agreement replace those in the previous Agreement dated 16th August 2022 and applies to engagements contracted on or after 4th December 2023 and will apply up to and including 31st October 2024 or until further notice.

The agreement covers professional performers engaged by the BBC for services on Radio, the World Service and Audio engagements covering the following categories:

- Actors undertaking dramatic roles
- Dramatic Readings
- Variety Performance
- Ad hoc Chorus Singers
- Solo Singers (in Entertainment programming)
- Pop Groups whose performances is predominantly non-instrumental

Section 1: Broadcast Rights

Section 2: Actors/Variety

Section 3: Chorus Singers

Section 4: Solo Singers

Section 5: Additional Uses

Section 6: Secondary Uses

Section 7: General Addendum

SECTION 1: INITIAL USES ACQUIRED IN THE ENGAGEMENT FEE

Introduction

Where minimum fees are shown in this agreement they are negotiable taking into account a range of factors, including but not limited to the artist's established rate, the nature and weight of the artist's contribution and the artist's status within the industry.

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105. European Broadcasting Union broadcast

Broadcasting organisations within the EBU can broadcast simultaneously or make or use a deferred recording within 1 year if full members of the EBU or 30 days if Associate Members; **AND**

106. Additional Public Service Uses for programmes World and Digital Services

107. Non-Theatric Rights throughout the World

Exhibition to a non-paying or trapped audience; **AND**

108. Podcasts and Streams (live and on-demand)

BBC podcasts and audio streams (live and on-demand) which are commercialised throughout the World but excluding the UK.

202. **Supplementary Fees**	**2 txs**	**1 tx**
Additional Day	£165	£117
Additional Part Day (recalls only)	£110	£75
Read-through (part day)	£106	£106

During the read-through the artist shall not be required to rehearse or record on microphone.

203. Single Programme/Episodes and Part-Day Fees

A part-day fee may be paid to record one episode. Where two or more episodes are recorded the BBC may pay the artist a part-day fee for each episode and the BBC may rehearse or record throughout the period of engagement.

204. Multi-episodic use for 15 minutes programmes

1 episode	part day or full day fee
2 episodes	150% of relevant fee
3 episodes	200% of relevant fee
4 episodes	250% of relevant fee
5 episodes	300% of relevant fee

A maximum of 75 minutes material may be recorded over 2 days. Recordings which take place over 3 days will be paid 350% of relevant fee.

205. Multi-episodic/ Item Recording

211. Photographic calls

Photographs may be taken during working periods for no additional fee and the BBC will use its reasonable endeavours to notify the artist in advance.

Outside working hours rates are payable as follows -

(i) on a day on which the artist is engaged	£12.10 per hour or part thereof
(ii) on a day on which the artist is not engaged	£49.00 (up to 4 hours) and additional hours at £15.00 per hour or part thereof

The BBC, its licensees and assignees are entitled to use the artist's likenessþ t r# l a]

214. <u>Local Radio</u>

Drama and Entertainment programmes produced for Local Radio may be booked under terms outlined in paragraph 104 (one broadcast

215. BBC Online and Podcast Services

Short form and Readings

The following terms apply to content commissioned by the BBC's Online and Podcast Services including content made available via services distributed in accordance with the BBC's Distribution Policy.

Duration of material	Maximum studio time	Minimum rate

SECTION 5: ADDITIONAL USES

All fees quoted grant two broadcasts/cycles unless otherwise stated.

500. Excerpts from Performances and Rehearsals of third party or BBC productions

(i) News Access

Rehearsals or performances may be recorded within a call time of one hour and transmitted in BBC News and Factual programmes reporting current events under the following terms:

up to 2 minutes broadcast time	no payment
over 2 minutes broadcast time	£25.60

Nothing in these arrangements shall prevent any artist requesting the BBC not to record a performance for this purpose. The artist shall not be required to exceed contracted duties nor alter nor repeat a performance for the purpose of retakes.

(ii) Other Programmes

For all programmes except those outlined in (i) above the following rates apply to artists recorded in rehearsals or performances whether specially staged or actuality made at the artist's place of work or recreated at another location. General "behind the scenes" activity does not attract payment.

up to 3' of transmitted material (recorded within 1 hour)	£41.00
3' – 5' of transmitted material (recorded within 3 hours)	£90.00

Theatre Directors
The above rates will apply (even when the Theatre Director is not present during the recording) and acquire all rights for all purposes where excerpts from Performances and Rehearsals are not included in the Theatre Directors contract with the production.

Stage Management
Payment is made if their presence is necessary and required by the BBC or if they make a significant contribution to the recording. The above rates apply and acquire all rights for all purposes.

Multiples of the above fees may be negotiated as appropriate for a series of recordings made over a period of time to follow the progress of a particular production, company or management.

(iii) Large scale productions

503. Historic, Reminiscent and Obituary Programmes

Brief extracts may be used without payment in programmes of an historic or reminiscent nature and for obituary programmes.

504. Trailers

Contributions recorded under this agreement may be used for promotional and publicity

SECTION 6: SECONDARY USES

The aggregate fee for members of the Radio Drama/Schools Repertory Companies is 50% of the artist's weekly fee for contracts issued for engagements up to 31st December 2017.

600. Public Service Uses

Repeats on Core, National and World Services
Two broadcasts/cycles engagement fees acquire the second broadcast/cycle in the originating service. If the second broadcast/cycle is not in the originating service the appropriate repeat fee is payable. A broadcast cycle in the World Service shall mean unlimited broadcasts within an eight day period with the intention of enabling the programme to be heard throughout the world. All fees below allow programmes to be made available as per paragraphs 106 and 108.

(i) Repeats within 3 years of 1st broadcast

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

(a) Core Services

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

(b) World Service

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

(c) Nations

Tx cycle (4 txs in any one Nation)	7%

(ii) Repeats - made 3 years or more after 1st tx
For use of material more than 3 years from the 1st broadcast/broadcast cycle, the following percentage of aggregate fees apply.

Years after 1st tx	Core Services	World Service	Nations
3 - up to end of year 8	50%	40%	11%
9 - up to end of year 14	80%	65%	17%
15 - up to end of year 19	125%	110%	26%
20 - up to end of year 24	175%	160%	37%
25 - up to end of year 29	230%	215%	48%
30 - up to end of year 34	285%	270%	60%
35 - up to end of year 39	310%	295%	65%
40 - up to end of year 44	325%	310%	88%
45 - up to end of year 49	515%	500%	108%
50 plus	540%	525%	113%

Additional Payment percentage of Fee	Conditions

603. Commercial Audio Recordings

The following sets out the terms agreed between the BBC, BBC Studios Ltd and Equity for

SECTION 7: GENERAL

700. Travel and Allowances

(i) Travel

If an artist is required to attend at a location outside a 10 miles radius of Broadcasting House (excluding normal BBC premises) or the accepted mileage from BBC Regional Headquarters in the area concerned, the BBC shall provide or pay for second class transport. Travel time is deemed to commence at the time of departure from the appropriate railway station or point of assembly nominated by the BBC and is deemed to finish at the time of returning to this nominated point. If an artist is required to work outside the BBC area in which s/he is normally based the BBC shall either provide or pay for reasonable transport, and overnight accommodation if appropriate. If an artist is detained at work when public transport is not available the BBC shall transport the artist home or arrange accommodation.

(ii) Allowances

SECTION 8: TERMS OF AGREEMENT

800. Duration and termination

The agreement is effective from 4th December 2023. The agreement shall continue until terminated by either party giving six months' notice in writing of its termination. Either party may not give less than three months' notice to seek revision of terms and conditions which have been in place for at least 12 months.

801. Supply of information

The BBC guarantees to keep Equity regularly informed of the number of engagements contracted under this agreement, output plans and consult on the introduction of new forms of distribution.

802. Pension Scheme

Where the Artist is a member of the Equity Pension Scheme and has elected to make a contribution the BBC will contribute 5% of the Artist's Basic Engagement Fee (which excludes read-throughs, additional days, short items, extracts, overtime, expenses, assembly fees and all secondary use payments) subject to a maximum contribution of 5% of three times the minimum engagement fee.

The Artist will contribute 2.5% of their Basic Engagement Fee subject to a maximum contribution of 2.5% of three times the minimum engagement fee.

The BBC will remit their contribution and the Artist's contribution direct to the Pension Fund on a monthly basis.

The Equity Pension Scheme is administered by First Act Insurance and provided by Hencilla Caworth.

803. Leave Entitlement

Actors are entitled to annual paid leave in line with the Working Time Directive and not less than a half day may be scheduled.

Where possible leave should be allocated during the course of the engagement (and where engagements are for a year or longer in duration this should be the case). Days of leave taken during the engagement period shall be paid at the same rate as days of wo

805. Equal Opportunities

The parties to this Agreement are committed to the development of positive policies to promote Equal Opportunities and fair employment regardless of age, colour, disability, ethnic origin, marital status, race, sex or sexual orientation.

the lending right and rental right and any other right from time to time provided for by the law of any jurisdiction. For the avoidance of doubt, income in respect of the 'off air recording right' does not include income from the Educational Recording Agency in respect of use of the Artist's/Singer's performance in educational establishments, such income is authorised by the Artist/Singer to be collected by Equity pursuant to the first paragraph within this clause 807.

The BBC will if requested take reasonable steps to assist the Artist/Singer or a relevant collecting society at the expense of the Artist/Singer or collecting society to lay claim to any income which it may be entitled or mandated to collect and administer in respect of the rights in question without the BBC being liable for any failure by the collecting society to claim the income or distribute it to the Artist/Singer or being liable for any cost associated with laying claim to or distributing such income.

The BBC is authorised to disclose all necessary information about the Artist/Singer to a relevant collecting society so as to assist such collecting society to identify those entitled to receive the money it collects.

808. **Generative Artificial Intelligence**

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