

Advertising Producers Association

APA Recommended Terms For Engaging Crew On The Production Of Commercials

Effective From 1st January 2017



Advertising Producers Association
47 Beak Street
London W1F 9SE

Tel: 020 7434 2651
Fax: 020 7434 9002

e-mail: info@a-p-a.net
www.a-p-a.net

Contents

1	Your Services
2	Day Types
2.1	The Basic Working Day
2.1.1	Basic Working Day With Call Time Between 7am and 11am (Standard Call)
2.1.2	Basic Working Day With Call Time Before 5am (Night Call)
2.1.3	Basic Working Day With Call Time Between 5am and 7am (Early Call)
2.1.4	Basic Working Day With Call Time Between 11am and 5pm (Late Call)
2.1.5	Basic Working Day With Call Time Between 5pm and 5pm (Night Call)
2.2	Continuous Working Day
2.2.1	Continuous Working Day With Call Time Between 7am and 11am (Standard Call)
2.2.2	Continuous Working Day With Call Time Before 5am (Night Call)
2.2.3	Continuous Working Day With Call Time Between 5am and 7am (Early Call)
2.2.4	Continuous Working Day With Call Time Between 11am and 5pm (Late Call)
2.2.5	Continuous Working Day With Call Time Between 5pm and 5am (Night Call)
2.3	Non-Shooting Day
2.4	Working on Sundays, Bank Holiday and Statutory Holiday
3	Travel
3.1	Travel Time
3.2	Travel Expenses
3.3	Travel by Air
4	Overtime
4.1	Overtime Monday – Saturday Grade I
4.2	Overtime Monday – Saturday Grade II
4.3	Overtime Monday – Saturday Grade III
4.4	Overtime After Midnight
4.5	Overtime Rounding
4.6	Overtime on Sundays, Bank Holiday and Statutory Holiday
5	Time Off The Clock
6	Breaks and Penalties
6.1	Breakfast
6.2	First Break
6.3	Second Break
7	Cancellation Fees
8	Insurance
9	Assignment of Services
10	Holiday Pay
11	Force Majeure
Appendix 1	Recommend Crew Rates
Appendix 2	Force Majeure Definition

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 seven 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 - DAY TYPES

N.B. **Unit Call** is a call time when the day officially starts however some departments may commence work prior to the unit call; a **department call**. A **department call time** is when the whole of the department starts, not an individual e.g. generator driver that may have to collect equipment earlier. (All references to call time through out the document are references to the department call times).

Crew Example	Basic Daily Rate (10+1 hours day) BDR	Basic Hourly Rate BHR	Double Hourly Rate 2xBHR	Triple Hourly Rate 3xBHR	Standard Hourly Overtime (hours worked beyond the BDR's 11 hours) OT
	as per Appendix 1	equals 1/10 of the Basic Daily Rate	equals Basic Hourly Rate x 2	equals Basic Hourly Rate x 3	equals Basic Hourly Rate x OT Coefficient (x1, x1.25, x1.5, as per OT Grades outlined in 4 and Appendix 1)
1st AC	£441	£44	£88	£132	£55

2.1 - THE BASIC WORKING DAY

The Basic Working Day includes 11 hours in total (10 working hours and 1 hour for lunch). You will be notified by the production company of the call time and where you should attend and you will attend at that time and place.

2.1.1 - Basic Working Day With Call Time Between 7 a.m. and 11 a.m. (Standard Call)

If your call time is **between 7 a.m. and 11 a.m.**, this is considered as a standard call. The basic working day starts at the call time and includes 11 hours in total, 10 working hours and one hour for lunch. Overtime applies after 11 hours. We will notify you of the call time and where you should attend and you will attend at that time and place.

Day	0500 - 0600	0600 - 0700	0700 - 0800	0800 - 0900	0900 - 1000	1000 - 1100	1100 - 1200	1200 - 1300	1300 - 1400	1400 - 1500	1500 - 1600	1600 - 1700	1700 - 1800	1800 - 1900	1900 - 2000	2000 - 2100	2100 - 2200	2200 - 2300	2300 - 2400	0000 - 0100
Hrs			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Rate			BASIC DAILY RATE											OT	OT	OT	OT	OT	OT	3xBHR

Standard Call Example: Call time: 0800, Wrap: 2200, Day Length: 14 hrs

Crew Example	Basic Daily Rate (10+1hrs)	BHR	Overtime Coefficient (depending on Grade, please see 4)	OT (BHR x Coefficient)	Charge Breakdown: 0800 - 1900 (BDR) 1900 - 2200 (OT)	Total to Invoice
Construction Manager	£420	£42	1.25	£53	1 x £420 3 x £53	£579

2.1.2 - Basic Working Day With Call Time Before 5 a.m. (Night Call AKA Night Shoot)

If the call time is **before 5 a.m.**, this call is considered as a **night call** and **night shoot** rule applies; you will be paid at **double basic hourly rate** for every hour worked; from call time to wrap, with a minimum call of ten hours. We will notify you of the call time and where you should attend and you will attend at that time and place.

If night shoot call time is on **Saturday**, Monday-Friday night shoot rule applies throughout the engagement even though the engagement goes into Sunday. If the night shoot call time is on **Sunday**, Monday-Friday night shoot rule applies throughout the engagement; you will be paid double your basic hourly rate for all hours worked with a minimum of ten hours throughout the engagement. There is no such thing as 'double-double' rate.

Day	0200 - 0300	0300 - 0400	0400 - 0500	0500 - 0600	0600 - 0700	0700 - 0800	0800 - 0900	0900 - 1000	1000 - 1100	1100 - 1200	1200 - 1300	1300 - 1400	1400 - 1500	1500 - 1600	1600 - 1700	1700 - 1800	1800 - 1900	1900 - 2000	2000 - 2100	2100 - 2200	
Hrs	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
Rate	2xBHR	2xBHR																			

Night Call Example: Call time: 0200, Wrap: 1500, Day Length: 13 hrs (Includes 1 unpaid hour for lunch)

Crew Example	Basic Daily Rate (10+1hrs)	BHR	2xBHR	Charge Breakdown: 0200 - 1500 (2xBHR) - 1 hr for lunch	Total to Invoice
Construction Manager	£420	£42	£84	12 x £84	£1,008

2.1.3 - Basic Working Day With Call Time Between 5 a.m. and 7 a.m. (Early Call)

If your call time is **between 5 a.m. and 7 a.m.**, your basic work day starts at the call time and we will pay you at your overtime rate for hours worked between 5 a.m. and 7 a.m. 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. We will notify you of the call time and where you should attend and you will attend at that time and place.

Day	0500 - 0600	0600 - 0700	0700 - 0800	0800 - 0900	0900 - 1000	1000 - 1100	1100 - 1200	1200 - 1300	1300 - 1400	1400 - 1500	1500 - 1600	1600 - 1700	1700 - 1800	1800 - 1900	1900 - 2000	2000 - 2100	2100 - 2200	2200 - 2300	2300 - 2400	0000 - 0100		
Hrs	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20		
Rate	OT	OT	BASIC DAILY RATE										OT	OT	3xBHR							

Early Call Example: Call time: 0500, Wrap: 1900, Day Length: 14 hrs (counting from 0500 but between 0500 - 0700 OT rate).

Crew Example	Basic Daily Rate (10+1hrs)	BHR	Overtime Coefficient (depending on Grade, please see 4)	OT (BHR x Coefficient)	Charge Breakdown: 0500 - 0700 (OT) 0500 - 1600 (BDR) 1600 - 1900 (OT)	Total to Invoice
Construction Manager	£420	£42	1.25	£53	2 x £53 1 x £420 3 x £53	£685

Note: an individual who commences work earlier than 5am (e.g a genny driver), is paid at their overtime rate for work prior to their department call time and their basic working day starts at their department's call time. Such an individual who commences work earlier than 5am is paid at their triple hourly rate for the time they work up until 5am and at their overtime rate from 5am until the until the department call.

2.1.4 - Basic Working Day With Call Time Between 11 a.m. - 5 p.m. (Late Call)

If your call time is **between 11 a.m. and 5 p.m.**, this is considered as a late call. No matter when the call time is being given, the basic working day starts at 11 a.m. and includes 11 hours in total - 10 working hours and one hour for lunch. Overtime applies after 11 hours. We will notify you of the call time and where you should attend and you will attend at that time and place.

Day	1100 - 1200	1200 - 1300	1300 - 1400	1400 - 1500	1500 - 1600	1600 - 1700	1700 - 1800	1800 - 1900	1900 - 2000	2000 - 2100	2100 - 2200	2200 - 2300	2300 - 2400	0000 - 0100	0100 - 0200	0200 - 0300	0300 - 0400	0400 - 0500	0500 - 0600	0600 - 0700	
Hrs	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
Rate	BASIC DAILY RATE											OT	OT	3xBHR	3xBHR						

Late Call Example: Call time: 1300, Wrap: 2300, Day Length: 12 hrs (counting from 1100)

Crew Example	Basic Daily Rate (10+1hrs)	BHR	Overtime Coefficient (depending on Grade, please see 4)	OT (BHR x Coefficient)	Charge Breakdown: 1100 - 2200 (BDR) 2200 - 2300 (OT)	Total to Invoice
Construction Manager	£420	£42	1.25	£53	1 x £420 1 x £53	£473

2.1.5 - Basic Working Day With Call Time Between 5 p.m. and 5 a.m. (Night Call AKA Night Shoot)

All work commencing between **5 p.m. and 5 a.m.** is considered as **night work** and you will be paid **double your basic hourly rate** for all hours worked with a minimum call of ten hours. Breaks apply the same way as on a standard day shoot (i.e. first and second break). No overtime or 'triple time after midnight' rate applies, the rate stays the same throughout the whole engagement; from call time to wrap. We will notify you of the call time and where you should attend and you will attend at that time and place.

N.B. Going past 5am (next day) is not considered as a new day engagement, you continue to be paid at double your basic hourly rate for all hours worked until the end of that day.

For night shoot with **call time at or from 5 p.m. on Saturday** we will pay you two times your basic hourly rate for all hours worked on that day with a minimum call of ten hours, the rate remains the same even though the engagement goes into Sunday. For night shoot with **call time at or from 5 p.m. on Sunday** we will pay you two times your basic hourly rate for all hours worked on that day with a minimum call of ten hours. There is no such thing as 'double-double' rate for a night shoot on Sunday.

Day	1700 - 1800	1800 - 1900	1900 - 2000	2000 - 2100	2100 - 2200	2200 - 2300	2300 - 2400	0000 - 0100	0100 - 0200	0200 - 0300	0300 - 0400	0400 - 0500	0500 - 0600	0600 - 0700	0700 - 0800	0800 - 0900	0900 - 1000	1000 - 1100	1100 - 1200	1200 - 1300
Hrs	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Rate	2xBHR																			

Night Call Example: Call time: 1800, Wrap: 0500, Day Length: 11 hours (Includes 1 unpaid hour for lunch)

Crew Example	Basic Daily Rate (10+1hrs)	BHR	2xBHR	Charge Breakdown: 1800 - 0500 (2xBHR) - 1 hr for lunch	Total to Invoice
Construction Manager	£420	£42	£84	10 x £84	£840

2.2 - CONTINUOUS WORKING DAY

Continuous Working Day is any day on which you work for a **continuous period** (no breaks) of **9 hours**. The Continuous Working Day's standard call time is between 7 a.m. the earliest and at 11 a.m. the latest. We will provide you with food and beverages at an appropriate time during the Continuous Working Day. Overtime will apply after **9 hours** from the call time. We will notify you of the call time and where you should attend and you will attend at that time and place.

After the nine hour continuous working day crew are entitled to a **30 minute break**. If you are not given the 30 mins break, you will be paid 30 mins at your basic hourly rate as compensation. There will be a **further 30 minutes break** after 12 1/2 hours from the call time (and the same rule will apply if that break is not given). These breaks can't be delayed (i.e. if not given at appropriate time, then the missed break penalty is payable).

Example of the break applied: Call time: 0900, Wrap: 2300 on Continuous Working Day Basis (14 hrs day)

Crew Example	Basic Daily Rate (9 hrs)	BHR	Overtime Coefficient (depending on Grade, please see 4)	OT	Penalty if 30 mins break is not given	Charge Breakdown: 0900 - 1800 (BDR) 1800 - 2300 (OT)	Total to Invoice
Construction Mngr. (break given)	£420	£42	1.25	£53	£21	1 x £420 5 x £53	£685
Construction Mngr. (break not given)	£420	£42	1.25	£53	£21	1 x £420 5 x £53 2 x £21	£727

2.2.1 - Continuous Working Day With Call Time Between 7 a.m and 11 a.m (Standard Call)

The Continuous Working Day's standard call time is **between 7 a.m. the earliest and 11 a.m. the latest**. The basic continuous working day starts at the call time and includes **9 hours** in total. Overtime will apply after 9 hours from the call time. We will notify you of the call time and where you should attend and you will attend at that time and place.

After the nine hour continuous working day crew are entitled to a **30 minute break**. If you are not given the 30 mins break, you will be paid 30 mins at your basic hourly rate as compensation. There will be a **further 30 minutes break** after 12 1/2 hours from the call time (and the same rule will apply if that break is not given). These breaks can't be delayed (i.e. if not given at appropriate time, then the missed break penalty is payable).

Day	0500 - 0600	0600 - 0700	0700 - 0800	0800 - 0900	0900 - 1000	1000 - 1100	1100 - 1200	1200 - 1300	1300 - 1400	1400 - 1500	1500 - 1600	1600 - 1700	1700 - 1800	1800 - 1900	1900 - 2000	2000 - 2100	2100 - 2200	2200 - 2300	2300 - 2400	0000 - 0100		
Hrs			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18		
Rate	BASIC DAILY RATE											OT	OT	3xBHR								

Standard Call Continuous Working Day Example: Call time: 0800, Wrap: 1800 on Continuous Working Day Basis

Crew Example	Basic Daily Rate (9 hrs)	BHR	Overtime Coefficient (depending on Grade, please see 4)	OT	Penalty if 30 mins break is not given	Charge Breakdown: 0800 - 1700 (BDR) 1700 - 1800 (OT)	Total to Invoice
1st AD (break given)	£533	£53	1.25	£66	£27	1 x £533 1 x £66	£599
1st AD (break not given)	£533	£53	1.25	£66	£27	1 x £533 1 x £66 1 x £27	£626

2.2.2 - Continuous Working Day With Call Time Before 5 a.m. (Night Call AKA Night Shoot)

If your call time is **before 5 a.m.** and the day is a Continuous Working Day, we will pay you **double basic daily rate**. We will provide you with food and beverages at an appropriate time during the Continuous Working Day. Overtime will apply after 9 hours from the call time and is charged at **double basic hourly rate**. We will notify you of the call time and where you should attend and you will attend at that time and place.

After the nine hour continuous working day crew are entitled to a **30 minute break**. If you are not given the 30 mins break, you will be paid 30 mins at your basic hourly rate as compensation. There will be a **further 30 minutes break** after 12 1/2 hours from the call time (and the same rule will apply if that break is not given). These breaks can't be delayed (i.e. if not given at appropriate time, then the missed break penalty is payable).

Day	0200 - 0300	0300 - 0400	0400 - 0500	0500 - 0600	0600 - 0700	0700 - 0800	0800 - 0900	0900 - 1000	1000 - 1100	1100 - 1200	1200 - 1300	1300 - 1400	1400 - 1500	1500 - 1600	1600 - 1700	1700 - 1800	1800 - 1900	1900 - 2000	2000 - 2100	2100 - 2200	
Hrs	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
Rate	DOUBLE DAILY RATE									2xBHR	2xBHR										

Night Call Continuous Working Day Example: Call time: 0300, Wrap: 1300 on Continuous Working Day Basis

Crew Example	2 x Basic Daily Rate (9 hrs)	BHR	2xBHR	Penalty if 30 mins break is not given	Charge Breakdown: 0300 - 1200 (2xBDR) 1200 - 1300 (2xBHR)	Total to Invoice
1st AD (break given)	£1,066	£53	£106	£27	1 x £1,066 1 x £106	£1,172
1st AD (break not given)	£1,066	£53	£106	£27	1 x £1,066 1 x £106 1 x £27	£1,199

2.2.3 - Continuous Working Day With Call Time Between 5 a.m. and 7 a.m. (Early Call)

If your call time is between **5 a.m. and 7 a.m.** and the day is a Continuous Working Day, your basic work days starts at the call time and we will pay you at your **overtime rate** for hours worked between 5 a.m. and 7 a.m. The rest of the day will be charged as basic continuous working day of **9 hours**, calculated from the call time. Early call rule applies on all days through out a week, Monday to Sunday. Overtime will apply after 9 hours from the call time. We will notify you of the call time and where you should attend and you will attend at that time and place.

After the nine hour continuous working day crew are entitled to a **30 minute break**. If you are not given the 30 mins break, you will be paid 30 mins at your basic hourly rate as compensation. There will be a **further 30 minutes break** after 12 1/2 hours from the call time (and the same rule will apply if that break is not given). These breaks can't be delayed (i.e. if not given at appropriate time, then the missed break penalty is payable).

Day	0500 - 0600	0600 - 0700	0700 - 0800	0800 - 0900	0900 - 1000	1000 - 1100	1100 - 1200	1200 - 1300	1300 - 1400	1400 - 1500	1500 - 1600	1600 - 1700	1700 - 1800	1800 - 1900	1900 - 2000	2000 - 2100	2100 - 2200	2200 - 2300	2300 - 2400	0000 - 0100		
Hrs	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20		
Rate	OT	OT	BASIC DAILY RATE									OT	OT	3xBHR								

Early Call Continuous Working Day Example: Call time: 0500, Wrap: 1700 on Continuous Working Day Basis

Crew Example	Basic Daily Rate (9 hours)	BHR	Overtime Coefficient (depending on Grade, please see 4)	OT	Penalty if 30 mins break is not given	Charge Breakdown: 0500 - 0700 (OT) 0500 - 1400 (BDR) 1400 - 1700 (OT)	Total to Invoice
1st AD (break given)	£533	£53	1.25	£66	£27	2 x £66 1 x £533 3 x £66	£863
1st AD (break not given)	£533	£53	1.25	£66	£27	2 x £66 1 x £533 3 x £66 1 x £27	£890

Note: an individual who commences work earlier than 5am, e.g a genny driver is paid at their overtime rate for work prior to their department call time and their basic working day starts at their departments call time.

2.2.4 - Continuous Working Day With Call Time Between 11 a.m. and 5 p.m. (Late Call)

If your call time is **between 11 a.m. and 5 p.m.** and the day is a Continuous Working Day, this is considered as a late call. No matter when the call time is given, the basic continuous working day starts at 11 a.m. and includes **9 hours** in total. Overtime will apply after 9 hours from the call time. We will notify you of the call time and where you should attend and you will attend at that time and place.

After the nine hour continuous working day crew are entitled to a **30 minute break**. If you are not given the 30 mins break, you will be paid 30 mins at your basic hourly rate as compensation. There will be a **further 30 minutes break** after 12 1/2 hours from the call time (and the same rule will apply if that break is not given). These breaks can't be delayed (i.e. if not given at appropriate time, then the missed break penalty is payable).

Day	1100 - 1200	1200 - 1300	1300 - 1400	1400 - 1500	1500 - 1600	1600 - 1700	1700 - 1800	1800 - 1900	1900 - 2000	2000 - 2100	2100 - 2200	2200 - 2300	2300 - 2400	0000 - 0100	0100 - 0200	0200 - 0300	0300 - 0400	0400 - 0500	0500 - 0600	0600 - 0700
Hrs	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Rate	BASIC DAILY RATE									OT	OT	OT	OT	3xBHR						

Late Call Continuous Working Day Example: Call time: 1400, Wrap: 2200 on Continuous Working Day Basis (calculated from 1100)

Crew Example	Basic Daily Rate (9 hrs)	BHR	Overtime Coefficient (depending on Grade, please see 4)	OT	Penalty if 30 mins break is not given	Charge Breakdown: 1400 - 2000 (BDR) 2000 - 2200 (OT)	Total to Invoice
1st AD (break given)	£533	£53	1.25	£66	£27	1 x £533 2 x £66	£665
1st AD (break not given)	£533	£53	1.25	£66	£27	1 x £533 2 x £66 1 x £27	£692

2.2.5 - Continuous Working Day With Call Time Between 5 p.m. and 5 a.m. (Night Call AKA Night Shoot)

If your call time is **between 5 p.m. and 5 a.m.** and the day is a Continuous Working Day, we will pay you **double basic daily rate**. The day includes **9 hours** in total. Overtime will apply after 9 hours from the call time and is charged at **double basic hourly rate**. We will notify you of the call time and where you should attend and you will attend at that time and place.

After the nine hour continuous working day crew are entitled to a **30 minute break**. If you are not given the 30 mins break, you will be paid 30 mins at your basic hourly rate as compensation. There will be a **further 30 minutes break** after 12 1/2 hours from the call time (and the same rule will apply if that break is not given). These breaks can't be delayed (i.e. if not given at appropriate time, then the missed break penalty is payable).

Day	1700 - 1800	1800 - 1900	1900 - 2000	2000 - 2100	2100 - 2200	2200 - 2300	2300 - 2400	0000 - 0100	0100 - 0200	0200 - 0300	0300 - 0400	0400 - 0500	0500 - 0600	0600 - 0700	0700 - 0800	0800 - 0900	0900 - 1000	1000 - 1100	1100 - 1200	1200 - 1300	
Hrs	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
Rate	DOUBLE DAILY RATE									2xBHR	2xBHR										

Night call on Continuous Working Day Example: Call time: 1800, Wrap: 0500 on Continuous Working Day Basis

Crew Example	2 x Basic Daily Rate (9 hrs)	BHR	2xBHR	Penalty if 30 mins break is not given	Charge Breakdown: 1800 - 0300 (2xBDR) 0300 - 0500 (2xBHR)	Total to Invoice
Construction Mngr. (break given)	£840	£42	£84	£21	1 x £840 2 x £84	£1,008
Construction Mngr. (break not given)	£840	£42	£84	£21	1 x £840 2 x £84 1 x £21	£1,029

2.3 - NON-SHOOTING DAYS

Non-Shooting Day is a working day on which shooting does not take place. The non-shooting working day shall be eight hours, charged at your basic hourly rate. Overtime will begin after 8 hours and will be charged at standard overtime rate.

Non-shooting day is a rest day, a prep day, a recce day, a pre-light day, a construction (built) or strike day. See below the individual specifics:

Rest Day is a non-shooting working day when you at production's request remain on location but filming is not taking place for some reason. You will be paid a flat fee which is your basic daily rate, no overtime, penalties or meal compensations apply. This applies on any day of the week.

Prep Day, Recce Day, Construction Day & Strike Day is a non-shooting working day which consists of 8 hours, charged at your basic hourly rate. Overtime will begin after 8 hours and will be charged at standard overtime rate.

Pre-light Day (crew working on a dedicated location/at studio as instructed by production) is a non-shooting working day which consists of 8 hours + 1 hours for lunch, charged at your basic hourly rate. Overtime will begin after 9 hours and will be charged at standard overtime rate.

The above **does not apply** to Lighting Cameramen, Art Directors and Location Managers, for those crew members each day of engagement is considered as Basic Working Day (see **2**) and they work on the basic working day basis of 10 hours + 1 hour for lunch. Overtime applies after 11 hours.

Example: Pre-light Call Time: 1000, Wrap: 2100 (Day Length: 8+1 hour day which includes 1 hour lunch therefore 2 OT hours)

Crew Example	Basic Daily Rate (10+1hrs)	BHR	Pre-light Day Rate (8hrs + 1hr for lunch)	Overtime Coefficient (depending on Grade, please see 4)	OT	Charge Breakdown: 1000 - 1900 (Pre-light BDR) 1900 - 2100 (OT)	To Invoice
Gaffer	£448	£45	£360	1.25	£56	1 x £360 2 x £56	£472
Construction Manager	£420	£42	£336	1.25	£53	1 x £336 2 x £53	£442

We are not obliged to provide food or compensate for food expenses on non-shooting days apart from pre-light.

Non-Shooting Day Type	Day Length (hrs)	Overtime Applies	Monday Example	Sunday Example	Meal Breaks	Meal Compensation
Prep Day	8	OT Applies after 8 hours *if first break is given, OT starts after 9 hours	8 x BHR	8 x 2 x BHR	at producer's discretion	none
Recce Day	8	OT Applies after 8 hours *if first break is given, OT starts after 9 hours	8 x BHR	8 x 2 x BHR	at producer's discretion	none
Build Day & Strike Day	8	OT Applies after 8 hours *if first break is given, OT starts after 9 hours	8 x BHR	8 x 2 x BHR	at producer's discretion	none
Pre-light Day	8+1	OT Applies after 9 hours	8 x BHR	8 x 2 x BHR	1 hour break	£7.50 if meal not provided

2.4 - WORKING ON SUNDAYS, BANK HOLIDAYS AND STATUTORY HOLIDAY

Basic Working Day if on Sundays, Bank Holidays and Statutory Holidays means you will be paid at two times your basic hourly rate (2xBHR) for all hours worked on that day with a minimum call of ten hours.

Night Shoot if on Sundays, Bank Holidays and Statutory Holidays means you will be paid two times of your basic hourly rate for all hours worked on that day with a minimum call of ten hours. There is no such a thing as double-double rate.

Continuous Working Day if on Sundays, Bank Holidays and Statutory Holidays means you will be paid at two times your basic daily rate. Overtime commences after 9 hours from the call time. For each overtime hour, you will get paid double your basic hourly (2xBHR) rate.

Prep Day, Recce Day, Build Day & Strike Day if on Sundays, Bank Holidays and Statutory Holidays means you will be paid double hourly basic rate for 8 hours. Overtime will commence after 8 hours and will be charged at double basic hourly (2xBHR) rate.

Pre-light Day if on Sundays, Bank Holidays and Statutory Holidays means you will be paid double hourly basic rate for 8 hours. Overtime will commence after 9 hours (lunch hour is included in the day) and will be charged at double basic hourly (2xBHR) rate.

Rest Day if on Sundays, Bank Holidays and Statutory Holidays means you will be paid at your basic daily rate for that day. This is a fixed fee and no overtime applies.

Travel Day if on Sundays, Bank Holidays and Statutory Holidays means you will be paid at your basic hourly rate, regardless of time, or day of the week with minimum call of 5 hours.

3 - TRAVEL

3.1 - Travel Time

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

Travel Time on Non-Shooting Day	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 five 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.
Travel Time on Basic Working Day	For the purpose of calculating travel time, the starting point is W1F 9SE for London-based production companies. On working days we will pay you for time spent travelling less the first hour of the outward and homeward journey, at your basic hourly rate. Travel time is always paid at basic hourly rate, regardless of time, or day of the week.
Travel Time on Basic Working Day (if we ask you to collect equipment or personnel)	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 (base to base basis).

3.2 - Travel Expenses

If you use your car to reach a location (in case of studio shoot – expenses don't apply) we will pay you 50p per mile except that you will not be entitled to be paid if the location is within the M25. If there are multiple locations within the M25, mileage at 50p per mile will be paid from the first location to second location and all subsequent location moves (mileage to the first location within M25 is not payable).

If location is outside M25 and you are using your car to reach the location, we will pay you 50p per mile mileage compensation which will be calculated from **W1F 9SE** to location and back as per the Movement Order issued by Location Manager or Production.

Example Location: Within M25	no payment
Example Location: Windsor Castle	Windsor Castle postcode SL4 1NJ is approx 23 miles from W1F 9SE therefore you will be paid 2 (journeys) x 23 (miles) x £0.50 = £23

Note: For production companies **based in cities other than London**, please apply the same formula as above, using 20 miles radius from the production company address.

3.3 - 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 scheduled flight time exceeds 8 hours there will be no shooting until 24 hours after arrival at the destination except in exceptional circumstances.

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 overtime rate. Overtime rate is based on the following formula: basic hourly rate x overtime crew grade. Please see the charts below.

Based on your basic working day rate, you belong in one of three overtime grades:

4.1 - Overtime Monday to Saturday - Grade I (Basic Daily Rate £0 - £350)

If your basic daily rate is £350 or less we will pay you one and a half times (1.5) your basic hourly rate for each hour of overtime you work.

Example of Grade I:

Crew Example	Basic Daily Rate (10+1hrs)	BHR	Overtime Grade	Overtime Coefficient	Standard Hourly Overtime Rate (OT)	Midnight Hourly Overtime Rate (after midnight) AKA Triple Time
Carpenter	£305	£31	Grade I	1.5	£47	£93

4.2 - Overtime Monday to Saturday - Grade II (Basic Daily Rate £351 - £535)

If your basic daily rate is between £351 and £535 inclusive we will pay one and a quarter times (1.25) your basic hourly rate for each hour of overtime you work.

Example of Grade II:

Crew Example	Basic Daily Rate (10+1hrs)	BHR	Overtime Grade	Overtime Coefficient	Standard Hourly Overtime Rate (OT)	Midnight Hourly Overtime Rate (after midnight) AKA Triple Time
1 st AD	£533	£53	Grade II	1.25	£66	£159

4.3 - Overtime Monday to Saturday - Grade III (Basic Daily Rate £536 and more)

If your basic daily rate is £536 or more you will be paid one times (1.0) your basic hourly rate for each hour of overtime you work.

Example of Grade III:

Crew Example	Basic Daily Rate (10+1hrs)	BHR	Overtime Grade	Overtime Coefficient	Standard Hourly Overtime Rate (OT)	Midnight Hourly Overtime Rate (after midnight) AKA Triple Time
DoP	£1,198	£120	Grade III	1	£120	£360

4.4 - Overtime After Midnight

You will be paid at three times your basic hourly rate for all overtime worked between midnight and 5am and continuously thereafter until wrap is called.

4.5 - Overtime Charge Rounding

The overtime is charged per minute and you are entitled to round up the overtime to 30mins only, e.g. if you work for 10 OT minutes, you are entitled to 30 minutes of OT.

4.6 - Overtime Rates on Sundays, Bank Holidays and Statutory Holidays

If you work on Sundays, Bank Holidays or Statutory Holidays we will pay you two times your basic hourly rate for all hours worked on that day with a minimum call of ten hours. Overtime after midnight is still paid at triple time based on your basic hourly rate. In circumstances of going past 5am - this will not be considered as a new day engagement, you will be continuously paid at the 'overtime midnight rate' (triple time of your basic hourly rate) until the wrap.

Crew Example	Basic Daily Rate on Sundays (Day minimum 10 hrs)	Basic Daily Rate (10+1 hrs)	BHR	2xBHR
Carpenter	Paid double per hour	£305	£31	£62
1 st AD	Paid double per hour	£533	£53	£106
DoP	Paid double per hour	£1,198	£120	£240

5 - TIME OFF THE CLOCK

If production lasts more than 1 day, the minimum break between wrap and following day call time shall be 11 hours ('time off the clock'). Any reductions below 11 hours, we will pay you for every TOC hour worked at your overtime rate in addition to being paid for those hours worked as a part of the basic day rate.

Example: Crew members invoice breakdown based on: Working Day 1: 0800 - 2300, Working Day 2: 0800 - 2000

Crew	Basic Daily Rate (10+1 hrs)	BHR	OT	Time Off the Clock Penalty Rate	Charge Breakdown Day 1: 0800 - 1900 (BDR) 1900 - 2300 (OT)	Total to Invoice
Example: DAY 1: Construction Mngr.	£420	£42	£53	£53	1 x £420 4 x £53	£632
Crew	Basic Daily Rate (10+1 hrs)	BHR	OT	Time Off the Clock Penalty Rate	Charge Breakdown Day 2: 0800 - 1000 (TOC) 0800 - 1900 (BDR) 1900 - 2000 (OT)	Total to Invoice
Example: DAY 2: Construction Mngr.	£420	£42	£53	£53	2 x £53 1 x £420 1 x £53	£579

6 - BREAKS AND PENALTIES

We will provide you with two breaks on each shooting day. These provisions are the same for all days, including Sundays, Bank Holidays and Statutory Holidays.

6.1 - Breakfast

Breakfast is provided as a courtesy of a production company however it is not compulsory to be provided. Nor are crew entitled to be compensated for not being provided breakfast.

6.2 - First Break

Your first break of one hour will begin no more than **5 1/2 hours** after work has commenced. If the break is missed, it isn't also delayed - you will be only paid 'missed break penalty'.

First Break	Length	60 minutes
First Break	If Delayed	If first break is delayed, we will pay you a penalty of £10.
First Break	If Curtailed	If first break is curtailed then overtime will commence eleven hours from the start time less the amount of time the first break was curtailed by (e.g. if the first break was curtailed by 20 minutes overtime will commence 10 hours and 40 minutes from the start time). If no overtime is worked then the crew member will be paid for the time by which their break was curtailed at single time.
First Break	If Missed	When nine hours have elapsed since the start time, that day will be treated as if it were a Continuous Working Day .
First Break	Compensation / Penalty	We will either provide you with a free meal or pay you £7.50 meal allowance.
First Break	If Missed on a night shoot	Missed break on a night shoot is charged at basic hourly rate.

Note: Lunch is provided on Shoot Days and Pre-light Days only, please see 2.3. Lunch break is not a part of a working day and therefore crew are not being paid during the time of a break.

6.3 - Second Break

Your second break of half an hour will begin no more than **5 1/2 hours** after the end of the first break.

Second Break	Length	30 minutes
Second Break	If Delayed	Second Break can't be delayed, the break either is given to the crew or is not.
Second Break	If Curtailed	If the second break is curtailed we will pay you for those minutes we have curtailed the break by.
Second Break	If Missed	When the second break is missed, you will get paid at basic hourly rate to compensate for the 30 minutes of that missed break.
Second Break	Compensation / Penalty	There is no financial compensation if food is not provided.
Second Break	If Missed	Missed break on a night shoot is charged at basic hourly rate.

Note: Second break is a part of a working day and therefore crew are being paid during the time of a break.

6.4 - Additional Break on Continuous Working Day

Your additional break of half an hour will begin no more than **12 1/2 hours** from the call time and is preceded by a break of 30 minutes (based on provisions of "second" break, please see **6.3** for details) after 9 hours from the call time, this break **ONLY** applies to Continuous Working Day.

Additional Break	Length	30 minutes
Additional Break	If Delayed	Additional Break can't be delayed, the break either is given to the crew after 12 1/2 hours. If missed, break penalty is payable.
Additional Break	If Missed	When the additional break is missed, you will get paid at basic hourly rate to compensate for the 30 minutes of that missed break.
Additional Break	Compensation / Penalty	N/A

Note: This additional break is a part of a working day and therefore crew are being paid during the time of a break.

7 - 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: All seven 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 **three days or less**, the cancellation fee applies to the whole engagement. If the period of engagement is **more than three days**, then each day is a separate engagement and the cancellation fee is calculated for each day. Build days, recce days, pre-light days, shoot days & strike days are all considered as an engagement.

Fee cancellation calculation (crew confirmed for shoot days only and no prep days):

7 and more days prior to the engagement – no calculation fee applies
 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

Fee cancellation calculation (crew confirmed for longer period e.g. art director, prod. manager etc.):

Crew that have commenced work prior the cancellation are entitled to being paid for work they have already done and for a reasonable compensation having regard for their obligation to seek replacement work. Typically this may apply to Art Directors, Production Managers, Location Managers etc.

Example: Cancelling 2 day shoot.

Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday SHOOT 1	Sunday SHOOT 2
Notification Given - 0% agreed fee	Notification Given - 0% agreed fee	Notification Given - 50% agreed fee	Notification Given - 50% agreed fee	Notification Given - 50% agreed fee	Notification Given - 75% agreed fee	Notification Given - 75% agreed fee	Notification Given - 100% agreed fee	Shoot Day 1	Shoot Day 2

Example: Cancelling 4 day shoot.

Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday SHOOT 1	Friday SHOOT 2	Saturday SHOOT 3	Sunday SHOOT 4
						Notification Given	100% agreed fee	75% agreed fee	75% agreed fee	50% agreed fee
					Notification Given		75% agreed fee	75% agreed fee	50% agreed fee	50% agreed fee
				Notification Given			75% agreed fee	50% agreed fee	50% agreed fee	50% agreed fee
			Notification Given				50% agreed fee	50% agreed fee	50% agreed fee	0% agreed fee
		Notification Given					50% agreed fee	50% agreed fee	0% agreed fee	0% agreed fee
	Notification Given						50% agreed fee	0% agreed fee	0% agreed fee	0% agreed fee
Notification Given							0% agreed fee	0% agreed fee	0% agreed fee	0% agreed fee

8 - 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.

9 - 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.

10 - HOLIDAY PAY

12.07% of the payments by the APA member 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.

11 - 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.

APPENDIX 1 - RECOMMENDED CREW RATES

	Minimum Basic Day Rate	Maximum Basic Day Rate	OT Grade	OT Coefficient	Basic Hourly Rate BHR	Double Hourly Rate 2xBHR	Triple Hourly Rate 3xBHR	Standard Hourly Overtime
Director	N/A	£737	N/A					
Casting Director *	£517	£673	please see session fees & prep fees details below					
1st Assistant Director	£431	£533	Grade II	1.25	£53	£106	£159	£66
2nd Assistant Director	£273	£344	Grade I	1.5	£34	£68	£102	£51
3rd Assistant Director	£235	£257	Grade I	1.5	£26	£52	£78	£39
Script Supervisor	£353	£441	Grade II	1.25	£44	£88	£132	£55
Producer	n/a	£737	N/A					
Production Manager	£386	£481	N/A					
Location Manager	£386	£459	Grade II	1.25	£46	£92	£138	£58
Production Assistant	£268	£338	N/A					
Runner	N/A	£187	N/A					
Lighting Cameraman	£739	£1,198	Grade III	1.0	£120	£240	£360	£120
Camera Operator	£406	£504	Grade II	1.25	£50	£100	£150	£63
Focus Puller (1st AC)	£353	£441	Grade II	1.25	£44	£88	£132	£55
Clapper Loader	£273	£344	Grade I	1.5	£34	£68	£102	£51
DIT	N/A	£405	Grade II	1.25	£41	£82	£123	£51
Key Grip or has NVQ3	N/A	£441	Grade II	1.25	£44	£88	£132	£55
Non Key Grip	N/A	£404	Grade II	1.25	£40	£80	£120	£50
Senior Video Operator	£273	£344	Grade I	1.5	£34	£68	£102	£51
Video Operator	£255	£309	Grade I	1.5	£31	£62	£93	£47
Gaffer	£353	£448	Grade II	1.25	£45	£90	£135	£56
Spark	£261	£350	Grade I	1.5	£35	£70	£105	£53
Advanced Rigger	£262	£305	Grade I	1.5	£31	£62	£93	£47
Basic Rigger	£257	£272	Grade I	1.5	£27	£54	£81	£41
Programmable Lighting Desk Op.**	£299	£405	Grade II	1.25	£41	£82	£123	£51
SFX Supervisor	£739	£1,198	Grade III	1.0	£120	£240	£360	£120
Sr. SFX Technician	£414	£513	Grade II	1.25	£51	£102	£153	£64
SFX Technician	£331	£411	Grade II	1.25	£41	£82	£123	£51
SFX Assistant	£273	£344	Grade I	1.5	£34	£68	£102	£51
Model Animator	£482	£629	Grade III	1.0	£63	£126	£189	£63
Model Animator Asst.	£353	£441	Grade II	1.25	£44	£88	£132	£55
Art Director	£517	£673	Grade III	1.0	£67	£134	£201	£67
Asst. Art Director	£379	£448	Grade II	1.25	£45	£90	£135	£56
Stylist	£398	£495	Grade II	1.25	£50	£100	£150	£63
Props Buyer	£379	£448	Grade II	1.25	£45	£90	£135	£56
Master Props	£317	£399	Grade II	1.25	£40	£80	£120	£50
Props	£262	£305	Grade I	1.5	£31	£62	£93	£47
Props Assistant	£208	£246	Grade I	1.5	£25	£50	£75	£38
Construction Manager	£337	£420	Grade II	1.25	£42	£84	£126	£53
Master Painter	£312	£392	Grade II	1.25	£39	£78	£117	£49
Painter	£262	£305	Grade I	1.5	£31	£62	£93	£47
Master Carpenter	£312	£392	Grade II	1.25	£39	£78	£117	£49
Carpenter	£262	£305	Grade I	1.5	£31	£62	£93	£47
Master Plaster	£312	£392	Grade II	1.25	£39	£78	£117	£49
Plasterer	£262	£305	Grade I	1.5	£31	£62	£93	£47
Scenic Artist	£424	£564	Grade III	1.0	£56	£112	£168	£56
Standby Construction	£262	£305	Grade I	1.5	£31	£62	£93	£47
Home Economist	£414	£513	Grade II	1.25	£51	£102	£153	£64
Stage Hand	£243	£283	Grade I	1.5	£28	£56	£84	£42
Labourer	£197	£235	Grade I	1.5	£24	£48	£72	£36
Driver	£197	£235	Grade I	1.5	£24	£48	£72	£36
Sound Mixer	£414	£513	Grade II	1.25	£51	£102	£153	£64

Boom Operator	£331	£411	Grade II	1.25	£41	£82	£123	£51
Sound Maintenance	£273	£334	Grade I	1.5	£33	£66	£99	£50
Sound Assistant	£255	£309	Grade I	1.5	£31	£62	£93	£47
Costume Designer	£431	£533	Grade II	1.25	£53	£106	£159	£66
Wardrobe Buyer	£431	£533	Grade II	1.25	£53	£106	£159	£66
Wardrobe	£262	£305	Grade I	1.5	£31	£62	£93	£47
Chief Make Up Artist	£414	£513	Grade II	1.25	£51	£102	£153	£64
Make Up	£262	£305	Grade I	1.5	£31	£62	£93	£47
Chief Hair Designer	£414	£513	Grade II	1.25	£51	£102	£153	£64
Hairdresser	£262	£305	Grade I	1.5	£31	£62	£93	£47

* **Casting Director Session Breakdown:** For casting session up to **4 characters**, casting director will receive the £673 session fee. Prep day fee (half of session fee, i.e. £336.50) will be payable in addition to the casting session fee. For casting **5-8 characters**, a second prep would be charged along with a second casting session fee.

** **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).

These are APA recommended terms in relation to commercials productions and an agreement with BECTU in respect of electricians.