

**Bectu Photographic Technicians Branch
Recommended Terms and Conditions
(Updated Version February 2021)**

CONTENTS

- 1 About This Document
- 2 Bookings
 - 2.1 Making a booking
 - 2.2 Options
 - 2.3 Confirmed Booking
 - 2.4 Cancelling a Confirmed Booking
 - 2.5 Date change
 - 2.6 Illness
 - 2.7 Covid-19
- 3 Day Rate, Day Types and Overtime
 - 3.1 Day Rate, Standard Working Day and Overtime
 - 3.2 Unsociable Hours
 - 3.3 Continuous Working Day
 - 3.4 Subsistence
 - 3.5 Pre-production and Post-production
- 4 Travel
 - 4.1 Standard Daily Travel
 - 4.2 Driving
 - 4.3 Overnight Travel and Travel Days
- 5 Payment Terms
- 6 Insurance
- 7 Rentals and equipment hire
 - 7.1 Equipment Hire from The Photographic Technician
 - 7.2 Third Party Equipment Hire
- 8 Force Majeure
- 9 Limitation of Liability

1 About this Document

This document is intended to set out the terms and conditions between a Photographic Technician and The Client.

The Photographic Technician agrees to provide services of a good professional standard consistent with what The Client might reasonably expect to receive from a person employed in their role.

The Photographic Technician agrees to attend the shoot on the correct date, call time and location supplied by The Client when a booking is confirmed.

The Client agrees to pay a sum, as agreed in advance between The Photographic Technician and The Client in return for these services, together with such additional payments as set out by this document.

Unless otherwise agreed these terms and conditions are contractual.

2 Bookings

2.1 Making a Booking

There are two types of booking between The Client (e.g. Photographer, Agent, Production Company etc) and The Photographic Technician. These are - "Options" and "Confirmed Bookings".

The Client must provide the date, basic day rate (see section 3) and role (e.g. First Lighting Technician, Digital Technician etc) they are booking The Photographic Technician for.

2.2 Options

The Client may wish to hold a provisional unconfirmed booking, known as an Option, that The Photographic Technician has agreed to take if The Client confirms it.

Options are held on a "first-come first-served" basis (first, second, third etc), where a first option is given priority over a second option and so on. The Photographic Technician may hold several options with completely or partially overlapping dates at the same time.

If any option wishes to confirm, The Photographic Technician will contact options with a higher priority asking them to confirm or release. The Photographic Technician will give optioned jobs a reasonable amount of time, to allow them to confirm, after which time the option is assumed to be released.

No fees will be chargeable for cancellation of an Option.

2.3 Confirmed Booking

The Client may wish to make a Confirmed Booking, either by way of confirming an existing Option, or from first contact.

All Confirmed Bookings must be made using written communication (i.e. SMS, Email, WhatsApp, etc) between The Photographic Technician and the Client.

On confirmation the Client must provide (unless otherwise agreed):

- (a) Date(s), location(s) and Travel arrangement(s) if applicable.
- (b) Basic Day Rate (see section 3) and hours expected to be worked.
- (c) Special requirements (eg particular knowledge of equipment or software etc).

2.4 Cancelling a Confirmed Booking

Cancellation fees are only payable for Confirmed Bookings.

If cancellation of a Confirmed Booking occurs within two working days of the shoot start date, then a 100% Cancellation Fee and any incurred expenses will always be charged.

Other cancellation terms and fees may also apply and should always be agreed in advance of the booking.

2.5 Date change

If the shoot dates of a Confirmed Booking change and The Photographic Technician is unable to do the new dates, then cancellation fees will apply.

2.6 Illness

In the event that The Photographic Technician is unable to fulfil their commitment to a booking through illness / circumstances beyond their control (such as, but not limited to, death of a family member, etc), then they commit to working with the client to find a suitable replacement for themselves where possible.

The client also agrees that no party shall have a claim for liability against The Photographic Technician for failure to provide the contracted service in this situation and The Client agrees to pay The Photographic Technician for any work done up to the point where the booking has ceased, plus travel and per diem costs and in the case of an overseas assignment repatriation and associated costs, but will not be liable for any other payments.

2.7 Covid-19

A Bectu Photographic Technician will not go on set whilst exhibiting any Covid-19 symptoms or having reason to believe they might be carrying SARS-CoV2 (hereinafter known as Coronavirus).

Should the Photographic Technician be required to take Covid-19 test(s) for a booking, the cost of the test(s) and any associated expenses are solely The Client's responsibility and no financial contribution will be made by The Photographic Technician.

A Covid Test Fee of 50% of the Photographic Technicians Basic Day Rate will be payable if travel to a test centre is required on a non shoot day. If this is not possible due to prior commitments the test must be couriered to and from the Photographic Technician at The Client's expense.

If a rapid test is to be used on the day of the shoot, the call time for testing marks the start of the Standard Working Day.

Should a required pre-shoot test result be positive, then The Client agrees to pay The Photographic Technician in full for any work done prior to that point, plus travel and per diem costs and in the case of an overseas assignment repatriation and associated costs, but will not be liable for any other payments.

In the event that satisfactory Covid-19 precautions are not in place and/or Covid-19 safe practices (according to current Government guidelines) are not adhered to on set The Photographic Technician reserves the right to unilaterally cancel the booking and leave the shoot and accepts no liabilities for doing so. In this situation The Client agrees to pay The Photographic Technician in full for any work done prior to that point as well as their full day rate for the day on which the booking has been terminated.

In the event of a Confirmed Booking cancelling or being postponed due to Covid-19 The Photographic Technician will work with The Client to try and fulfil their commitment to the booking for any rescheduled dates.

If a Booking is unable to proceed due to The Photographic Technician contracting Covid-19, or being asked to self isolate, then no party shall have a claim for liability against The Photographic Technician for failure to provide their contracted services, this applies to both Options and Confirmed Bookings.

3 Day Rate, Day Types, and Overtime

3.1 Day Rate, Standard Working Day and Overtime

The Photographic Technician's Basic Day Rate is based on a Standard Working Day of 10 hours duration, between the hours of 7am-8pm (for hours outside this period, see section 3.2)

The Standard Working Day must include a break for lunch with suitable food provided, of at least 30 minutes (for working days with no break, see section 3.3).

If the working day is shorter than 10 hours, a Standard Working Day will still be billed for, unless otherwise agreed.

In a Standard Working Day, hours worked beyond 10 hours will be classed as Overtime (OT), to be billed in blocks of 1hr charged at multiples of the Basic Hourly Rate.

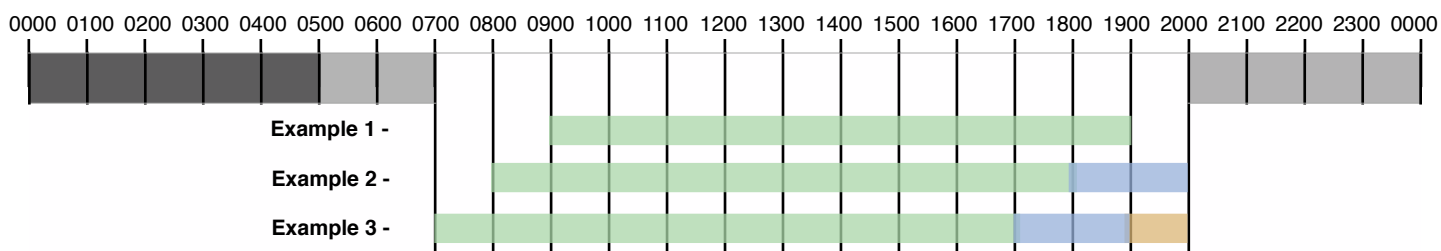
The Basic Hourly Rate (BHR) is calculated by dividing the standard day rate by 10.




In a Standard Working Day, when Overtime occurs between the hours of 7am-8pm then it should be charged at the rate of 1.5x BHR for hours 11 and 12. Beyond 12 hours worked then OT should be billed at either 2x BHR or the appropriate Unsociable Hours rate (see section 2.2), whichever is higher.

Working hours and Overtime that fall outside of the hours of 7am-8pm should be billed at the appropriate Unsociable Hours Rate (see section 3.2).

If a Standard Working Day exceeds 12 hours duration then an additional break of at least 30 minutes must be provided along with suitable hot food. Failure to provide either will incur a No 2nd Break fee of 1 hour charged at 2 x BHR

Example Standard Working Days between 07:00-20:00pm with a Basic Day Rate of £300

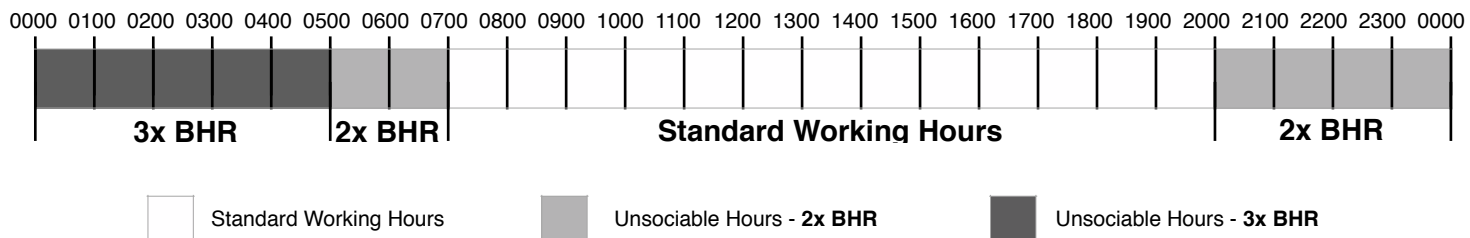


- | | | |
|--|---------------|--|
| Example 1 - Standard Working Day of 10 hours | = £300 |  Standard working hours |
| Example 2 - Standard Working Day of 10 hours, plus:-
2 hours worked in standard OT - 1.5x BHR band | = £390 |  Standard Overtime - 1.5x BHR |
| Example 3 - Standard Working Day of 10 hours, plus:-
2 hours worked in Standard OT - 1.5x BHR band
1 hour worked in OT - 2x BHR band | = £450 |  Overtime - 2x BHR |

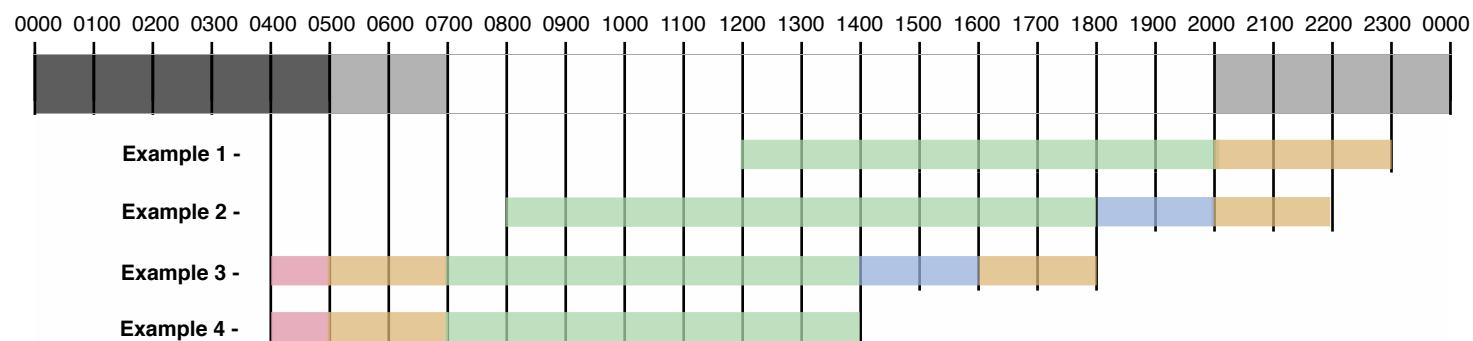
3.2 Unsociable Hours

Working hours that fall outside the hours of 7am-8pm are regarded as Unsociable Hours and should be charged at the following:-

Standard Working Hours and Unsociable Hours



Example Working days with a Basic Day Rate of £300 where part of the day falls within Unsociable Hours

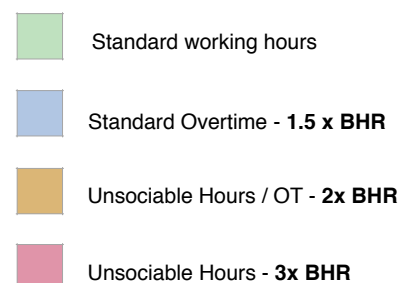


Example 1 - 11 hour Working Day inc:-
3 hours worked in Unsociable Hours / OT - 2x BHR band = **£480**

Example 2 - 14 hour Working Day (With no 2nd Break) inc:-
No 2nd Break Fee of 1 hour - 2x BHR
2 hours worked in Standard OT - 1.5x BHR band
2 hours worked in Unsociable Hours / OT - 2x BHR band = **£570**

Example 3 - 14 hour Working Day Inc:-
1 hour worked in Unsociable Hours - 3x BHR band
2 hours worked in Standard OT - 1.5x BHR band
4 hours worked in Unsociable Hours / OT - 2x BHR band. = **£720**

Example 4 - 10 hour Working Day inc:-
1 hour worked in Unsociable Hours - 3x BHR band
2 hours worked in Unsociable Hours /OT - 2x BHR band = **£510**



3.3 Continuous Working Day

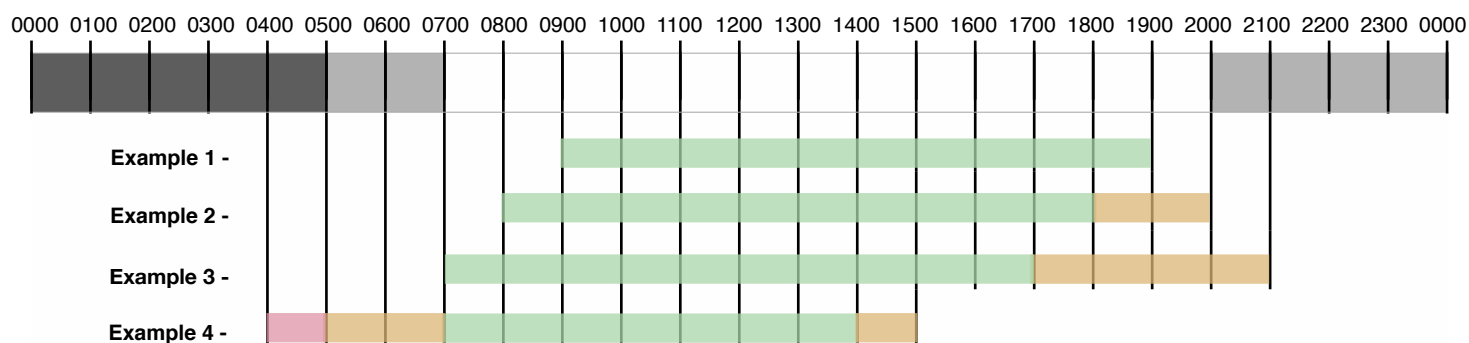
If no break for lunch occurs in a Standard Working Day of 10 hours, then the day is instead classed as a Continuous Working Day (CWD). In this situation a No Break Fee of one hour at 1.5x BHR should be added to the Basic Day Rate.

Hot food and beverages should be provided at an appropriate time during a Continuous Working Day

On a Continuous Working Day, all hours worked after 10 hours will be classed as overtime (OT) and charged at either 2x BHR or the appropriate Unsociable Hours rate (see section 2.2), whichever is higher.

If a Continuous Working Day exceeds 10 hours then a break of at least 30 minutes must be provided along with suitable hot food. Failure to provide this will incur a CWD No Break Fee of 1 hour charged at 2 x BHR which should be added to the Basic Day Rate.

Example Continuous Working Days with a Basic Day Rate of £300



Example 1 - Continuous Working Day of 10 hours, inc:-
No Break Fee of 1 hour - 1.5x BHR = **£345**

Standard working hours

Example 2 - Continuous Working Day of 12 hours, inc:-
No Break Fee of 1 hour - 1.5x BHR
2 hours OT in Unsociable Hours / OT - 2x BHR band = **£465**

Unsociable Hours / OT - 2x BHR

Example 3 - Continuous Working Day of 14 hours (with no 2nd break), inc:-
No Break Fee of 1 hour - 1.5x BHR
CWD No Break Fee of 1 hour - 2x BHR
4 hours worked in Unsociable Hours / OT - 2x BHR band = **£645**

Unsociable Hours - 3x BHR

Example 4 - Continuous Working Day of 11 hours, inc:-
No Break Fee of 1 hour - 1.5x BHR
3 hours worked in Unsociable Hours / OT - 2x BHR band
1 hour worked in Unsociable Hours - 3x BHR band = **£615**

3.4 Subsistence

The Client agrees to provide suitable food and refreshments on set for The Photographic Technician, if none are to be provided then a food allowance will be charged which must be agreed in advance.

If the working day exceeds 12 hours then suitable hot food must be provided in The Photographic Technician's second break.

Where overnight stays or foreign travel cause The Photographic Technician to be away from home, reasonable Per Diems must be provided if required. These should cover all meals for each day, or part thereof, during which The Photographic Technician is away from home and must be agreed in advance.

3.5 Pre-production and Post-production

Pre and post-production costs must be agreed in advance.

The Photographic Technician can prepare a simple kit-list at no additional charge.

Any further Pre-production (organising equipment, preproduction meetings, conference calls, etc), will be charged at an hourly rate based on the BHR for the booking (see standard working day), the minimum charge for this will be 2 hours.

Any Post-production on a shoot day will be charged as part of the working day. Post-production which occurs on a non shoot day will be charged at an hourly rate based on the BHR for the booking (see standard working day).

4 Travel

4.1 Standard Daily Travel

On working days time spent travelling is chargeable, less the first hour of the outward and homeward journeys (i.e. 1 hour travel time each way will not be charged for), apart from when driving occurs as part of a booking (see section 4.2).

For the purposes of calculating travel time the starting point is W1F 9SE.

However, as soon as The Photographic Technician arrives at a location where work is required (e.g. collecting equipment), or at a meeting point for onward travel, then the Standard Working Day has begun. Any further travel is counted as part of the Standard Working Day, unless otherwise agreed.

Apart from when driving as part of a booking (see section 4.2), or when travel becomes part of the Standard Working Day (see above), then Travel time is always paid at the BHR for the booking, regardless of time, or day of the week.

Travel time between locations on the same day (i.e. jobs with multiple locations per day) will be counted as part of the Standard Working Day. If travel time & working time added together total less than 10 hours, then no travel time is payable.

4.2 Driving

When driving occurs as part of a booking all hours spent traveling (inc. when collecting and returning rental vehicles) are chargeable. In addition to this a Driving Fee will be added to the Basic Day Rate, which must be agreed in advance.

Travel time when driving as part of a booking will be charged at a standard BHR or Overtime Rate (should working hours and travel time exceed 10 hours) when it occurs between the hours of 7am-8pm. Outside of these hours it should always be charged at the appropriate Unsociable Hours Rate (see section 3).

If The Photographic Technician is expected to drive a vehicle which they have provided, mileage will be charged at the current APA rate of 50p per mile.

4.3 Overnight Travel, and Travel Days

In the event of an overnight stay The Client is responsible for the cost of accommodation and all travel expenses. The Photographic Technician must also be provided with non sharing accommodation unless otherwise agreed in advance.

Per Diems to cover all meals for each day, or part thereof, that The Photographic Technician is away from home should also be provided, except when meals are provided during the working day or paid for by The Client as part of accommodation.

Travel days are considered a Standard Working Day and will be billed as such, unless otherwise agreed.

Where a shoot is in a country other than the United Kingdom The Client is responsible for any medical bills incurred, either directly or indirectly, as a result of The Photographic Technician falling ill or being injured and The Photographic Technician must be provided with evidence of suitable insurance cover. The Client is also responsible for The Photographic Technician's repatriation in the event of medical necessity or death.

5 Payment Terms

The Client must pay The Photographic Technician in full within 30 days of the invoice date, unless otherwise agreed in writing before making the confirmed booking. All queries about the invoice must be addressed within 5 working days from the invoice date. The Client is also responsible for all fees for any international payments, or payments made in another currency.

The Photographic Technician's invoice must be paid in full, whether they are being employed as a sole trader or through a limited company. If there is any reason to believe a specific contract falls inside IR35 resulting in monies being withheld for tax purposes, this must be clearly stated and agreed by both parties before the job.

6 Insurance

The Client agrees to have appropriate insurance in place for the shoot, to cover The Photographic Technician for any injury or medical issue caused either directly or indirectly by The Photographic Technician being engaged on the shoot. In addition The Client should always have Public and Employers liability insurance cover in place.

The Client should also have in place insurance to cover damage or theft of any equipment used whilst The Photographic Technician is engaged with them. The Photographic Technician will not be held liable for the cost of damage or theft of any equipment used by them in the course of their work and is not responsible for covering any policy excess fees.

7 Rentals and equipment hire

7.1 Equipment Hire from The Photographic Technician

The Client agrees to cover transport and associated costs for any of The Photographic Technician's equipment sub-hired to them.

The Client agrees to confirm to The Photographic Technician that they have an appropriate level of insurance cover in place to cover the replacement of sub-hired equipment in the case of theft or damage. If this insurance cover is not provided, then The Client agrees to pay an additional premium of 15% of the rental charge to cover this.

The Client agrees to provide like-for-like replacement of equipment subject to damage or theft during the engagement, up to the value of £250.

7.2 Third Party Equipment Hire

The Client may ask The Photographic Technician to hire in equipment such as lighting or a vehicle from a third party, referred to as a "Cross-Hire". In this event, The Client agrees to pay all costs relating to the Cross-Hire, in advance of the engagement unless otherwise agreed.

The Client also agrees to indemnify The Photographic Technician in respect of all unforeseen costs relating to the cross-hire, including but not limited to damage to equipment and theft of equipment from premises or vehicles.

8.0 Force Majeure

In the case of The Photographic Technician's Confirmed Booking being cancelled because of an event of Force Majeure. The client agrees to pay The Photographic Technician for any work done up to the point where production has ceased, plus travel and per diem costs and in the case of an overseas assignment repatriation and associated costs, but will not be liable for any other payments.

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).

9.0 Limitation of Liability

The Photographic Technician shall not be liable for:

- (a) losses that were not caused by breaches of these terms;
- (b) any loss or damage that was not, at the time of the relevant contract with you was formed, a reasonably foreseeable consequence of the Photographic Technician breaching the contractual terms;
- (c) Consequential losses including but not limited to loss of profits, loss of contracts, loss of revenue, damage to goodwill and loss of opportunity;
- (d) loss of data stored on any device, or inability to access data, unless the result of negligence by the Photographic Technician;
- (e) loss or damage to any equipment, or vehicle, unless the result of negligence by the Photographic Technician.

Nothing in these terms is intended to exclude or limit The Photographic Technician's liability for (i) death or personal injury; (ii) fraud; (iii) fraudulent misrepresentation; (iv) any implied terms as to title which cannot be excluded or limited by law; or (v) any liability that cannot be excluded or limited by law.