

**Bectu Photographic Technicians Branch
Terms and Conditions**

Effective from 1st July 2024

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1 About this Document

This document supersedes all previously published versions and is intended to set out the terms and conditions between a Photographic Technician and The Client. Once a booking is confirmed these terms and conditions are contractual unless variations or alternative terms have been agreed in writing.

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.

2 Bookings

2.1 Making a Booking

There are two types of booking between The Client (e.g. Photographer, Agent, Production Company) 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) 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 (e.g. SMS, Email, WhatsApp) 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).

2.4 Cancelling a Confirmed Booking

If Cancellation of a Confirmed Booking occurs, then a 100% Cancellation Fee for the entire booking including any incurred expenses applies.

2.5 Date change

A Change of Dates for a Confirmed Booking is considered a cancellation (see section 2.4).

If the shoot dates of a Confirmed Booking change, then even if The Photographic Technician is available for any new dates, a 100% Cancellation Fee applies.

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), 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. 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.

3 Basic Day Rate, Day Types, and Overtime

3.1 Basic Day Rate, Standard Working Day and Overtime

The Photographic Technician's Basic Day Rate is based on a Standard Working Day of 10 hours, between the hours of 7am-8pm. Working Hours and Overtime outside this period are classed as unsociable hours (see section 3.2).

The Standard Working Day must include a break for lunch of at least 30 minutes with suitable food provided (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.

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.

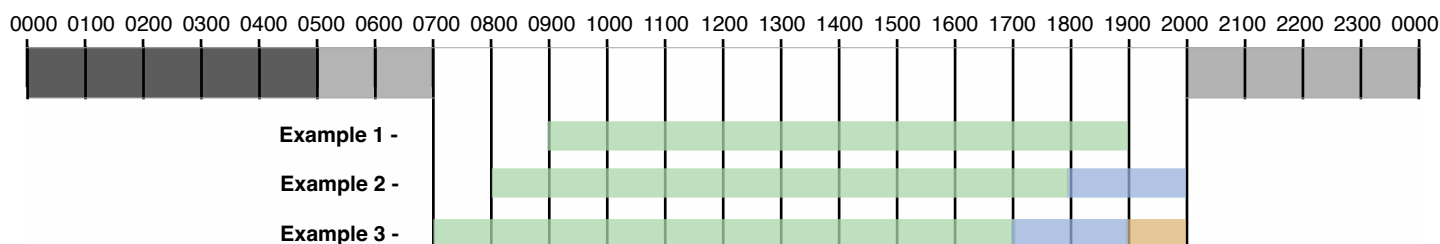
The Basic Hourly Rate (BHR) is calculated by dividing the Basic Day Rate by 10.

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. Outside of these hours it should be charged at the appropriate Unsociable Hours Rate (see section 3.2).

For hours 13 and 14 worked then Overtime should be billed at either 2x BHR or the appropriate Unsociable Hours rate (see section 3.2), whichever is higher. After 15 Hours, Overtime should be billed at 5 x BHR.

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 calculations - Standard Working Days and Overtime occurring between 07:00-20:00



Example 1 - Standard Working Day of 10 hours = **£450***

Example 2 - Standard Working Day of 10 hours, plus:-
2 hours worked in standard OT - 1.5x BHR band = **£585***

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 = **£675***

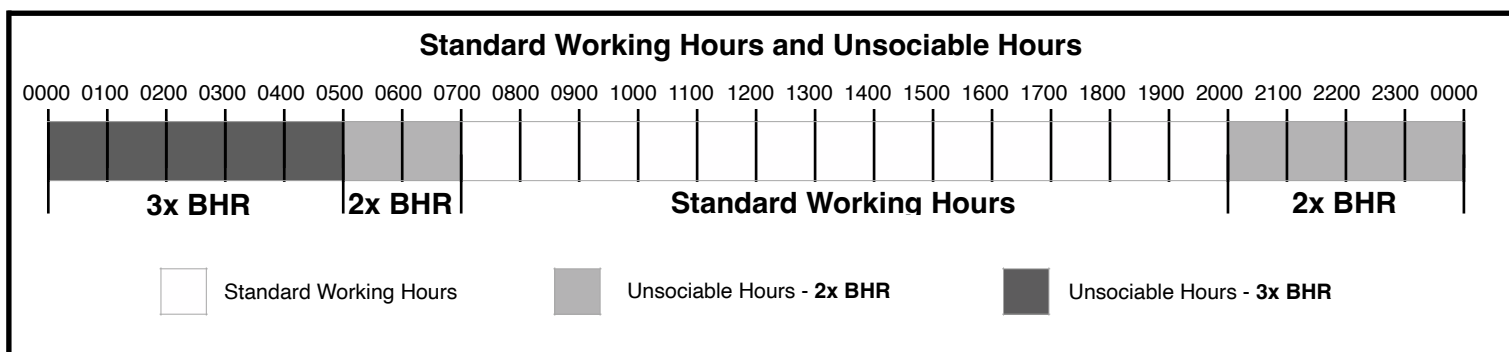
Standard working hours
Standard Overtime - 1.5x BHR
Overtime - 2x BHR

* Calculations are based on an EXAMPLE Basic Day Rate of £450. Please substitute this figure with your agreed Basic Day Rate when using this table.

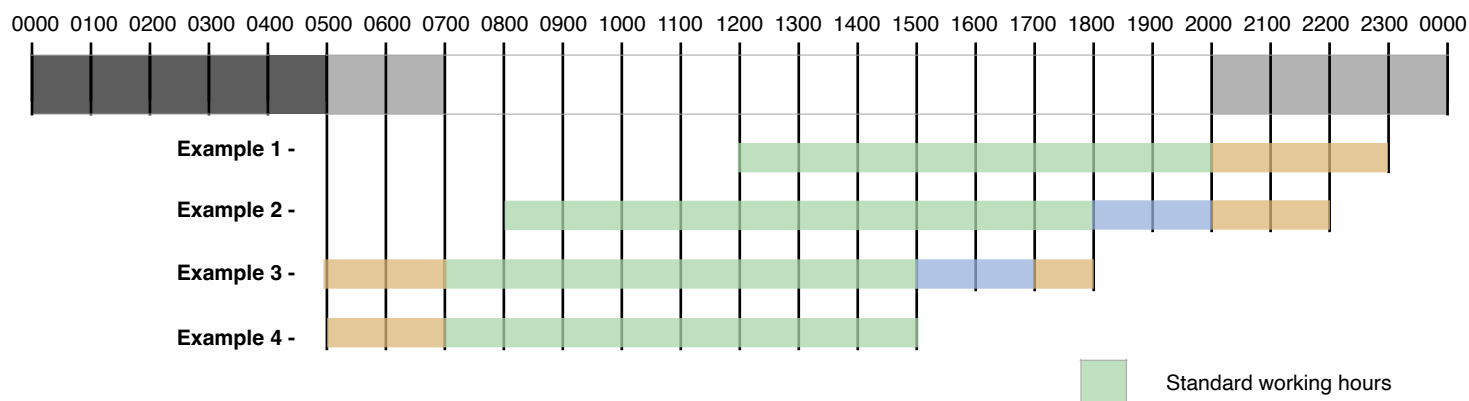
3.2 Unsociable Hours

In a Standard Working Day, working hours that fall outside the hours of 7am-8pm are regarded as Unsociable Hours and as such are charged at Unsociable Hours Rates (see tables below).

These rates are charged in addition to the Photographic Technician's Basic Day Rate e.g. a booking with a 5am call time would incur an Unsociable Hours Rate of 2 hours at 2x BHR in addition to the Basic Day Rate for the job.



Example calculations - Where part of the working day occurs within Unsociable Hours



Example 1 - 11 hour Working Day inc:-
3 hours worked in Unsociable Hours / OT - 2x BHR band = **£720***

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 = **£855***

Example 3 - 13 hour Working Day Inc:-
2 hours worked in Standard OT - 1.5x BHR band
3 hours worked in Unsociable Hours / OT - 2x BHR band. = **£855***

Example 4 - 10 hour Working Day inc:-
2 hours worked in Unsociable Hours / OT - 2x BHR band = **£630***

* Calculations are based on an EXAMPLE Basic Day Rate of £450. Please substitute this figure with your agreed Basic Day Rate when using this table.

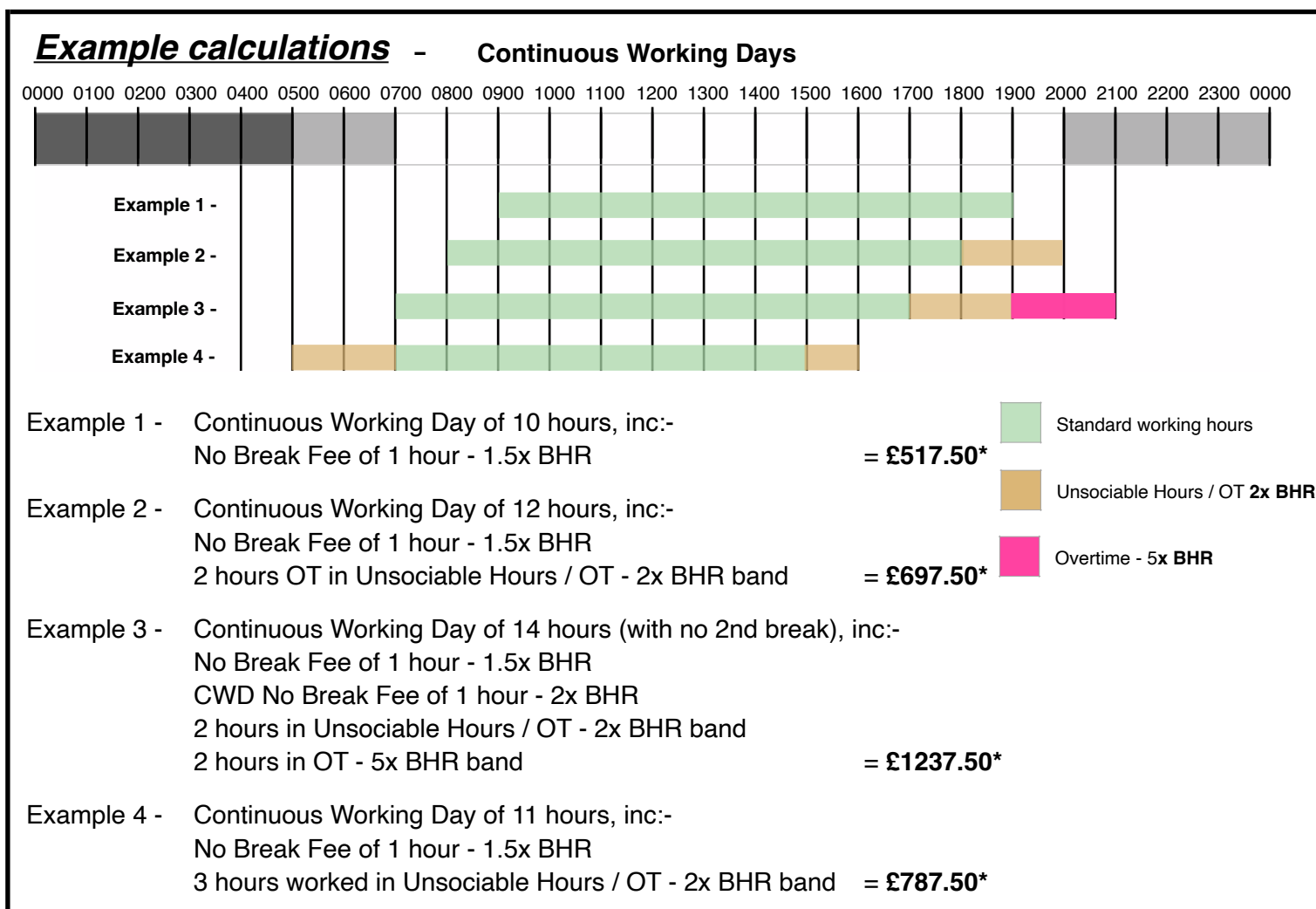
3.3 Continuous Working Day

If no break for lunch occurs in a Standard Working Day of 10 hours, then the day is classed instead 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.

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.

On a Continuous Working Day, all hours worked after 10 hours will be classed as overtime (OT). Hours 11 and 12 should be charged at either 2x BHR or the appropriate Unsociable Hours rate (see section 3.2), whichever is higher. After 12 hours Overtime should be billed at 5 x BHR.

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



* Calculations are based on an EXAMPLE Basic Day Rate of £450. Please substitute this figure with your agreed Basic Day Rate when using this table.

3.4 Weekends and Bank Holidays

Saturdays are charged at 1.5x The Photographic Technician's Basic Day Rate for a Standard Working Day. Sundays and Bank Holidays are charged at 2x The Photographic Technician's Basic Day Rate for a Standard Working Day.

In this situation, all Overtime (see section 3.1) and Unsociable Hours Rates (see section 3.2) should be charged at a Basic Hourly Rate based on the above increased Weekend and Bank Holiday Basic Day Rate.

3.5 Night Shoot

If the call time for a booking occurs before 5am or at 5pm or later, then it is no longer classed as a Standard Working Day and Unsociable Hours Rates cease to apply. It is now termed a Night Shoot and Night Shoot Rates apply.

The Photographic Technician's Night Shoot Rate is based on 10 hours work and is set at a minimum of 3 x the Photographic Technician's normal Basic Day Rate or Weekend and Bank Holiday Rate. A full Night Shoot Rate will still be charged, even if the length of the Night Shoot is less than 10 hours, unless otherwise agreed in advance.

On a Night Shoot, all 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. For a Night Shoot this is calculated by dividing the Photographic Technicians Night Shoot Rate by 10.

Night Shoot Overtime for hours 11 and 12 should be charged at a rate of 2x BHR, hours 13 and 14 should be charged at a rate of 3x BHR. After 14 Hours, Overtime should be billed at 5 x BHR.

All Night Shoots must include a break of at least 30 mins duration with suitable hot food and beverages provided, even if the length of the Night Shoot is less than 10 hours. Should this break not occur, then a Night Shoot No Break Fee of 1hr at 2x BHR (based on Night Shoot Rate) will be billed in addition to the Night Shoot Rate.

Should a Night Shoot exceed 12 working hours, then a second break of at least 30 mins duration with suitable hot food and beverages provided must be given to the Photographic Technician. Should this break not occur, then a Night Shoot No 2nd Break Fee of 1hr at 3 x BHR (based on Night Shoot Rate) will be billed in addition to the Night Shoot Rate, Overtime and any other penalties.

3.6 Subsistence

The Client agrees to provide suitable food and refreshments on set for The Photographic Technician. If none are to be provided then this must be agreed in advance and a Food Allowance will be charged.

If a Standard 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.

3.7 Pre and Post-production

Pre and Post-production fees and payment of expenses incurred (e.g. travel and subsistence on recces) must be agreed in advance.

Pre-production fees (e.g. lighting plans, organising equipment, pre-production meetings, conference calls) will be calculated based upon the Basic Day Rate for the booking. These can be charged as full day rates, half day rates or at an hourly rate based on the BHR for the booking (see section 3.1). If an hourly rate is used the minimum charge is 2 hours.

Post-production which occurs on a shoot day will be charged as part of the Working Day. However Post-production which occurs on a non shoot day will be charged at a rate based upon the Basic Day Rate for the booking. This can be charged as full day rates, half day rates or at an hourly rate based on the BHR for the booking (see section 3.1). If an hourly rate is used the minimum charge is 2 hours.

4 Travel

4.1 Local Travel Zone

With London based jobs, The Photographic Technician's Local Travel Zone is defined as being within the boundaries of Transport for London's travel zones 1-4. Photographic Technicians based outside of London should set out in their Ts&Cs a similar Local Travel Zone for jobs based in their local area.

For bookings which occur within the Local Travel Zone no travel time will be charged and basic travel expenses such as tube and bus fares will also not be charged (unless travel is classed as having become part of the working day, see section 4.3). However any additional expenses incurred are chargeable to The Client (e.g. train fares and taxis where required).

Should a Photographic Technician not reside in the Local Travel Zone for jobs in their local area, then they will not charge for travel time or expenses incurred whilst reaching jobs within it (e.g. for London based jobs; for example if they live in Brighton, Reading, Basildon, then they would not charge to reach a shoot location or meeting point within TFL travel zones 1-4).

4.2 UK Travel

For jobs within the UK but outside of the Photographic Technician's Local Travel Zone, travel time and expenses are chargeable to The Client. In this situation travel time is calculated from The Photographic Technician's home base.

Unless travel is classed as becoming part of the Working Day (see section 4.3), or when driving as part of a booking (see section 4.4) then it is always charged at the standard BHR for the booking regardless of time of day and is not to be charged as Overtime or at Unsociable Hours Rates.

If travel time plus working time total less than 10 hours, then no travel time is payable.

4.3 When travel becomes part of the Working Day

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 (e.g. train station, collection point, photographer's house), then the Working Day has begun.

From this point on all hours spent travelling become part of the Working Day and the day is only deemed as being over once return travel is completed. In this situation travel can be classed as Overtime (see section 3.1) and can be billed at Unsociable Hours Rates (see section 3.2).

On bookings with multiple locations travel time between locations will be counted as part of the Working Day.

4.4 Driving as part of a booking

If The Photographic Technician is required to drive as part of a booking, all hours spent travelling (including when collecting and returning rental vehicles) are counted as being part of the Working Day.

When this situation occurs then the Working Day begins as The Photographic Technician departs from their home base and is only deemed as being over on completion of return travel to their home base or another base (e.g. a hotel). In this situation travel can be classed as Overtime (see section 3.1) and can be billed at Unsociable Hours Rates (see section 3.2).

If The Photographic Technician is expected to drive a vehicle which they have provided, mileage will be charged at a minimum rate of 50p per mile (this rate also applies to delivery and collection of hired equipment, see section 7.1).

When required to drive as part of a booking, in addition to charging for travel time and expenses, a Driving Fee will also be added to the Basic Day Rate. This fee must be agreed in advance.

4.5 Overnight Stays and Travel Days

In the event of an Overnight Stay, then The Client is responsible for the cost of non-sharing accommodation and all travel expenses for The Photographic Technician.

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 are paid for by The Client as part of accommodation.

Travel days are considered a Standard Working Day and will be billed as such.

Travel which occurs across multiple days (e.g. night flights) will incur an additional fee.

Whilst The Photographic Technician is working away from home and travelling to and from locations for work in any one day, then all travel will be regarded as being part of the Working Day (see sections 3.1 and 4.3). In this situation the Working Day begins on departure from their starting base and ends on the completion of return travel to either the starting base or another base (e.g. a different accommodation site or their home address).

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. Any queries about an invoice must be addressed and resolved within 5 working days of the invoice date.

When a specific client (photographer, agent or production company) confirms and books The Photographic Technician they become ultimately responsible for payment.

All payments to be made in GB Pounds unless agreed in advance. 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 takes place.

Any discounts agreed on Day Rates or Equipment Hire are contingent on payment being made within 30 days of the invoice date. Should this not occur then the discount is nullified and full non discounted rates are applicable.

When a Photographic Technician is required to complete any type of onboarding documentation in order to be set up as a supplier by the client, an administration fee will be applied. This will be charged at an hourly Overtime Rate rate based on the BHR for the booking (see section 3.1).

6 Insurance

The Client agrees to have appropriate insurance in place for the shoot and 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 Equipment hire

7.1 Equipment Hire from The Photographic Technician

The Client agrees to pay transport and any associated costs for delivery and collection of Equipment Hired from The Photographic Technician (including, should they be using their own vehicle mileage at a minimum rate of 50p per mile).

The Photographic Technician will have an appropriate level of insurance cover in place to cover equipment hired from them. The Client agrees to pay an additional 15% premium of the total hire cost to cover this unless The Client can provide evidence of adequate cover in place.

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.

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. Also in the case of an overseas assignment The Client agrees to pay 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.
- Confiscation by order of any government or public authority.
- Risks of contraband.
- Illegal transportation of trade.
- Any civil commotion assuming the proportions of or amounting to a popular rising, riot or martial law.
- 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.