



**Schedule 1**  
**Form of Engagement for Featured Artists in Television Commercials**  
**(March 2011)**

APPROVED BY EQUITY, INSTITUTE OF PRACTITIONERS IN ADVERTISING (IPA), THE ADVERTISING PRODUCERS ASSOCIATION (APA) AND INCORPORATED SOCIETY OF BRITISH ADVERTISERS (ISBA)

This Agreement shall incorporate the terms and conditions contained in the 'Agreed Document for the Employment of Featured Artists' dated March 2011 (hereinafter called the 2011 Agreed Document) and such amendments and schedules thereto as have subsequently been agreed, and which shall be binding upon the parties hereto.

**\*AN AGREEMENT** made the ..... day of ..... 20 .....

between ..... of .....

name and address of company (hereinafter called 'the Producer') of the first part

.....

..... of .....

name and address of company (hereinafter called 'the Advertiser') of the second part

.....

and..... of .....

(hereinafter called 'the Featured Artist') of the third part .....

(address) .....

**\*AN AGREEMENT** made the ..... day of ..... 20 .....

between ..... of .....

name and address of company .....

(who shall assume the responsibilities of both 'the Advertiser' and 'the Producer' as

hereinafter contained) of the one part and .....

of ..... name and address (hereinafter called 'the

Featured Artist') of the other part .....

.....

Whereby it is agreed as follows:

**1 ENGAGEMENT**

The Producer and the Advertiser hereby engage the Featured Artist and the Featured Artist hereby accepts the engagement to render services to the Producer and to the



Advertiser in the following television commercials:

NO. OF COMMERCIALS, TYPE  
AND TITLE OR SERIAL NUMBER

PRODUCT OR SERVICE

.....

.....

.....

.....

**\*One of these alternatives must be deleted**

.....

.....

.....

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.....

.....

.....

.....

Please tick if commercial is non-broadcast type (i.e. for copy testing or client demonstration)

**2 DATES OF ENGAGEMENT**

(a) The Featured Artist shall render service on the following dates and at the following places:

DATE

STUDIO OR LOCATION

..... day of ..... 20 .....

..... day of ..... 20 .....

..... day of ..... 20 .....

..... day of ..... 20 .....

\*(b) The Featured Artist shall render services on ..... days between the .....

day of ..... 20 ..... and the ..... day of ..... 20 .....  
during which period the Featured Artist shall be on stand-by to the Producer and shall be paid in accordance with Clause 8.1.1 of the 2011 Document.

**\*Delete if not applicable**

**3 PRESENTATION**

(a) The Featured Artist's name will/will not\* be used in connection with the products or services referred to above.

(b) Subject always to Clause 25.5 of the 2011 Agreed Document the Producer shall/ shall not\* have the right to dub the Featured Artist's voice.

(c) The Producer/Advertiser shall not have the right to use in paid-for advertising space, packaging or point-of-sale material any still photographs of the Featured Artist unless specially stipulated hereunder.

**\*Delete as appropriate**

#### 4 STUDIO OR SESSION FEES

- (a) The Producer/Advertiser shall pay to the Featured Artist such sums as may be payable under Clauses 5,7,8,9,22,23 and 24 of the 2011 Document.
- (b) The following shall be the Basic Studio or Session Fee payable: £ .....
- (c) The Producer/Advertiser shall make payments under (b) above and Clauses 5 and 6 below in accordance with Clause 15 of the 2011 Document.

#### 5 USE FEES

There are two methods of paying use fees: either as a Licence for a specific period of time and/or under designated terms of transmission (see Clause 14.2 of the 2011 Agreed Document), or as a Transmission fee plus repeat fees based on TVRs (see Clause 14.4 of the 2011 Agreed Document or as calculated below).

Stage	Network TVR Band	Rate Per Network TVR (per cent of BSF)
1	Between 0 and (including) 200 Network TVRS	7.41%
2	Between 200 and (including) 400 Network TVRS	3.68%
3	Between 400 and (including) 800 Network TVRS	2.42%
4	Over 800 Network TVRS	1.64%

#### 6 TRANSMISSION FEE

After the first transmission of the commercial on any channel, the Advertiser shall pay to the Featured Artist, in addition to use fees under Clause 5 above, a single transmission fee equivalent to 100% of the Featured Artist's basic studio/session fee, except that for commercials made for and transmitted only in a single ITV area accounting for less than 10% of UK individuals (aged four and over) the transmission fee shall be treated as a non-refundable advance against which use fees subsequently earned shall be credited. Payment of this fee shall grant to the Advertiser the right to unrestricted access to and showing of the commercial on any or all television channels irrespective of signal delivery system (i.e. terrestrial, satellite, cable or any other means). The transmission fee shall not qualify for use fees.

#### 7 ASSIGNMENT

The Advertiser undertakes that if they shall assign or sell any commercial made hereunder it shall be a condition of the sale or assignment that the assignee or purchaser and any person acquiring the commercial(s) or any rights therein directly or indirectly from the assignees or purchaser shall comply with the provisions of the 2011 Agreed Document. The Advertiser\* having completed such assignment in the manner provoked, shall have no further liability. The Advertiser\* further undertakes to notify the Featured Artist or the Featured Artist's agent, or failing that, to notify Equity of the name and address of the assignee or purchaser or any person acquiring the commercial(s) or any rights herein.

**\*NOTE: The term 'Advertiser' as used here will normally apply to the advertising agency making the commercial as the original holder of the copyright and other rights to be assigned.**

#### 8 FEATURED ARTIST'S WARRANTIES

The Featured Artist warrants that (a) The Featured Artist is and will remain a British Subject ordinarily resident in the United Kingdom until fulfilment of his/her obligations to the Producer under this agreement: or (if not a British Subject) that the Featured Artist is and will remain ordinarily domiciled in the United Kingdom until fulfilment of his/her

obligations to the Producer under this agreement. (b) The Featured Artist is, to the best of the Featured Artist's knowledge and belief, in such a state of health that the Producer will be able to effect insurance under normal conditions upon the Featured Artist against loss, howsoever caused, arising from the Featured Artist's inability to perform the services required hereunder. (c) The Featured Artist will not incur any liabilities on behalf of the Producer nor pledge the Producer's credit. (d) The Featured Artist shall comply with all the rules of the studios or location (especially the 'no smoking' rule) and that the Featured Artist shall provide at the Featured Artist's own expense such sun glasses or other protection for the Featured Artist's eyes as the Featured Artist feels necessary while working in the studio or on location.

**9 FEATURED ARTIST'S DECLARATION**

I hereby declare that any information requested from me or provided by me as required by Clause 4.1.4 of the 2011 Agreed Document in respect of my engagements in the previous 3 years for television commercials has been complete and accurate in all respects.

**10 CONSENTS**

Subject to the restrictions on use of any commercial(s) contained herein and in the 2011 Agreed Document the Featured Artist hereby grants all consents under the Copyright, Designs and Patents Act 1988, or any statutory modification re-enactment or replacement thereof, which the Producer and/or the Advertiser may require for the exploitation of any such commercial in which the Featured Artist appears.

**11\*FEATURED ARTIST'S AGENTS**

Until the Featured Artist shall otherwise direct in writing, the Featured Artist hereby authorises and empowers his/her Agents

(name) .....

(address) .....

To collect and receive all sums of money payable to the Featured Artist under the terms of the 2011 Agreed Document and declares that the receipt of the said Agents shall be a good and valid discharge of all persons paying such monies to them. The Featured Artist also authorises and empowers the Producer and the Advertiser to treat with the said Agents on the Featured Artist's behalf on all matters arising out of this engagement.

**\*Delete if not applicable**

**13 OVERSEAS USE**

The Featured Artist hereby consents to the overseas use of the commercial(s) in accordance with the provisions of the 2011 Agreed Document subject only to (i) the exclusion of such country(ies)/region(s) as may be specified below:

.....  
 .....  
 .....

and (ii) a payment of a fee to be agreed for such overseas use which shall be not less than the percentage of the Featured Artist's Basic Studio or Session Fee provided for at [www.usefee.tv](http://www.usefee.tv)

**14\*EXCLUSIVITY**

An exclusivity agreement shall operate under Clause 21 of the 2011 Agreed Document in respect of a limited/general\* period for which the Exclusivity Fee shall amount

to £..... for the duration of the period which shall commence on

..... and shall end on .....

..... in respect of the following products or services: .....

**\*Delete if not applicable**

**14 SPECIAL STIPULATIONS**

.....  
.....  
.....  
.....

As witness the hands of ..... Producer Equity No .....

the parties on the day ..... Advertiser Nat ins No.....

and year first above written ..... Featured Artist VAT No, if reg .....

**NOTE: Where the Featured Artist is registered for VAT, it shall be his or her responsibility to send a separate tax invoice to the advertising agency or production company for each payment to be made to him/her.**