

BBC
STUDIOS

.....

BBC **STUDIOS**

SCRIPTED PRODUCTIONS WORKING PRACTICES
GUIDE A

Budgets up to £1 million per hour

INTRODUCTION

This production guide applies to all personnel contracted by BBC Studios Scripted working on qualifying productions made within BBCS Drama Productions, BBCS Comedy Productions, and River Pictures - and will cover working hours and conditions along with BBC Studios policy.

The aim of this guide is to provide clarity to working practices and ensure that hours are managed and sufficient rest is provided for good physical and mental health.

BUDGET BANDS

For the avoidance of doubt, this guide is applicable for productions with a budgeted cost of one broadcast hour of television (excluding breakage) of up to £1million per hour.

Crew engaged on a production under this guide will have this confirmed in either their deal memo or on their booking notes.

ENGAGEMENT AND PAY

Contracting

- The contract type applied to a role is determined by the HMRC guidance on tax in the Film & TV industry and the IR35 legislation.
- All rates will be negotiated between the booker and the individual. At this point the length of the contract will be agreed and the production base location will be specified. There will only be one production base per production, unless a resident location is required.
- All contracts will be emailed to the individual's personal email address, this will require an electronic signature and should take place before work has commenced.

- If a contractual agreement is made last minute we will endeavor to issue the contract within one week of the booking.
- An individual cannot start work without a right to work check having been completed.
- Those crew members paid as a gross paid freelancer, who have been requested to provide kit for the duration of shoot, must provide a kit list as their contract can't be raised without it.
- A contract can commence and cease on any day of the week and this will be clearly communicated with the individual. If a contract is not in complete weeks then the weekly rate will be pro-rated to a daily rate based on the number of contracted days per week.
- For the avoidance of doubt in relation to gross paid freelancers, there are no specific requirements or rules relating to a 'break' in service (e.g. a 3 month break). However, to be paid on a gross paid basis, the individual must be able to prove that a proportion of their engagements are undertaken outside of the BBC Group and they meet the requirements of the HMRC IR35 tax legislation.

Tax and Payment Terms

- Freelancers engaged on a PAYE (Worker) contract will be paid on the monthly payroll, and will have tax, National Insurance, and NEST pension contributions (if applicable) deducted at source. They will accept their payments on the Freelance Payment Portal. Payments dated up to and including the 3rd of the month will be included in that month's payroll, so freelancers starting work at the beginning of the month will often miss payroll cut-off in their first month and be paid in the following month's payroll.
- Freelancers engaged on a gross-paid basis (modus gross, self-employed, or service company) will be responsible for their own tax and National Insurance contributions. They will claim their payments on the Freelance Payment Portal and receive payment in three to five working days after the payment has been claimed.

Pension

- Individuals on Worker contracts (PAYE and modus gross) will be automatically enrolled into the NEST pension scheme if their contract is longer than 12 weeks.
- Individuals have the option to join the NEST pension scheme sooner than 12 weeks and details of how to do so are included in the auto enrolment letter they receive upon joining.
- Individuals who have been automatically enrolled will also have the option to opt out of the NEST pension scheme; details of how to do so are included in their auto enrolment letter.

Notice Period

- Notice periods will be clearly stated in an individual's contract and the BBC Freelance overarching T&C's, which can be found on the [BBC Freelancers internet page](#).
- Daily bookings – if the worker is confirmed before 1pm on the day before they are due to work, the worker is deemed to have not been hired and can accept other work. If the worker is confirmed by 1pm on the day before the engagement is due to commence and is then cancelled by a representative of the production through no fault of the worker, they will be paid one day at the agreed daily rate.
- BBC Studios is entitled to terminate a worker's employment without notice, or pay in lieu of notice, if a worker commits a serious breach of their obligation. This includes, but is not limited to, gross misconduct, neglect, refusal of duty or if the worker ceases to be entitled to work in the United Kingdom. In such a situation, the matter will be looked into in an appropriate way and relevant procedures will be followed.

Expenses

BBC **STUDIOS**

- All expenses must be agreed upfront with the Line Producer before they are incurred and all expenses need to be submitted on an expenses claim form.
- All expense forms require authorisation before a payment can be made and original receipts must be provided in support of any expenses claims.
- Gross paid crew members are required to invoice separately for their personal expenditure and any that are VAT registered must provide a VAT invoice of this expenditure.
- A copy of the BBC Studios Expenses Policy is available upon request.

WORKING WEEK

Scheduling

- An individual's line manager or a member of the production management team will discuss the standard working hours expected for their role at the point of booking
- For crew filming in the UK a five day working week is the norm (this will be pro-rated for part-time workers where applicable), and crew will be booked on a 5 day contract as standard.
- Crew working days will either be scheduled as a Standard Working Day (SWD), a Continuous Working Day (CWD) or a Semi-Continuous Working Day (SCWD).
- Standard Working Day filming hours will be an average of 10 hours per day on camera with a one hour unpaid meal break i.e. 0800 – 1900.
- If a continuous working day is scheduled this will be 9 hours per day on camera without an unpaid meal break i.e. 0800 – 1700. Each individual will be required to take no less than a 20 minute meal break during this period, the timing of the break will be coordinated by the individual's HoD and the AD team.

BBC STUDIOS

- If a semi-continuous working day is scheduled this will be 9.5 hours per day on camera with a 30 minute meal break i.e. 0800 – 1800. The 30 minute meal break should be scheduled on location to avoid travel back to unit base.
- Scheduled hours will be averaged over a week or a block of filming, if there is a longer day due to schedule requirements (access to locations, talent, sets etc.), this will be offset by a shorter day. A continuous working day for this purpose will be classed as a 10 hour day, even though only 9 hours will be worked.

Additional Contracted Hour

- Workers in the following departments are engaged to provide and are paid for 10 + 1 + 1 contracted hours during the shooting period only:
 - Costume
 - Hair and Make-Up
- An additional list of departments which may be added to the 10+1+1 contracted hours arrangement can be found in the additional guidance document, and may be added at the productions' discretion.
- The additional contracted hour (+1 hr) will be paid at 1T.
- Payment for the Additional Contracted Hour is guaranteed even where the worker works less than their contracted hours.
- The Additional Contracted Hour cannot be aggregated across the working week.
- The Additional Contracted Hour does not constitute Overtime and forms part of the standard working day during the shoot period.
- For the avoidance of doubt, where crew members within these departments are engaged on a prep period or non-shooting roles whether before shooting or called as part of a shooting hiatus by the producer, the additional contracted hour will not apply.

Scheduled Rest Periods

- Working Time Regulations ensure that each individual must have an uninterrupted break of 20 minutes every 6 working hours from the last break.
- Every worker must be given a daily rest period of no less than 11 hours, defined as wrap to first call. Work will not be scheduled in a way which breaches the 11 hour break, but if, in an unavoidable circumstance, this rest period were to be impinged then it must be escalated to the Production Executive for approval and compensatory rest must be given within 24 hours.
- A continuous rest period of 24 hours must be taken within 7 working days and/or a continuous rest period of 48 hours must be taken within 14 working days. Workers shall be entitled to the 11 hour rest period immediately prior to any scheduled 24 or 48 hour rest periods. Wherever possible, the two rest days will be scheduled consecutively.
- If the shooting hours on the final day of filming during a worker's contract impinge on the individual's 11 hour break and the 24/48 hour rest period, then an additional payment will be made at 1T per hour. This would include the payment of a turnaround day within the contract, if appropriate.
- HoDs, and their deputies, will work with the Producers in advance of the shoot to ensure that the length of the working day is viable for their teams and will communicate additional resourcing requirements in production and planning meetings. HoDs and their deputies will be consulted on last minute schedule changes so that additional resourcing can be organised if required to ensure teams do not break their rest periods.
- Wellbeing is a priority on the production. Discussions should be had on how to reduce working hours, for example staggering team hours or bringing in dailies.

HOURS WORKED

- The policy is always to manage an individual's working hours first. Hours should be managed over the week or the block, if additional time is required on one day, to finish a slate or a scene, then this time should come off another day in that week or will be given back as soon as practically possible within the block.
- If in exceptional circumstances an additional payment needs to be paid to a worker it will need to be agreed in advance by the Line Producer
- Additional payments will be paid at 1T in 15 minute increments, capped at £50 per hour. To claim additional payments, a log of additional hours should be kept and sent to the HoD weekly. Once confirmed by the HoD, these hours will be paid out at the end of the block.
- Additional payments do not arise where an individual works fewer than their contracted hours.
- Ready For Work And Packing Up - for all departments (other than the departments specified in the 10+1+1 departments), the Worker's Basic Daily Rate is deemed to include an amount of time for prep and wrap that is customary to that Worker's department to ensure that the Worker is ready to start the working day at their Individual Call Time. No specific time will be allocated to this in the Deal Memo or contract.
- Reasonable time may be required to complete a slate that has already been started, or a scene in multi- camera filming, and should be no longer than 15 minutes beyond the scheduled finish. The use of this time is subject to agreement with the crew. Any time used for this purpose should come off another day in that week or across the block.
- Each production commits to not break the 11 hours rest period between filming days. Any concerns around where there is a proposal for this to be impinged must be escalated to the Line Producer.
- Crew are encouraged to discuss any issues around hours with their HOD. If they feel it is appropriate or if they are required to fill out a weekly time

sheet their HOD must sign it off. Time sheets will be used to effectively monitor crew hours and to ensure the 11 hour break is not being broken.

6 Consecutive Days

- A sixth consecutive shooting day is paid at 1T, where this cannot be worked, the freelancer or production should supply a replacement to provide the work.
- The above payment is not required if the sixth shooting day has been preceded or followed by a 4 day week within a 10 day period/fortnight.

7 Consecutive Days

- To ensure every member of the crew has sufficient rest, working seven consecutive days should not happen. If there are exceptional / unavoidable circumstances where this needs to occur, the Production Executive must provide approval in advance and compensatory rest will be given.

Clawback

- Clawback will only be used if necessary and won't impinge on the 11 hour turn around / break.
- A maximum of 1 hour clawback per day on a SWD unless mutually agreed with crew.
- A maximum of 2 hours clawback per day where a continuous or semi-continuous working day is scheduled unless mutually agreed with crew

Early Call

- Prepping teams should not be required to work before 0700 except in exceptional circumstances that should be managed within the wider hours worked across the week or the block.

Night Work

BBC STUDIOS

- For the purposes of this guide, Night Work is defined as shooting hours which are scheduled between 11pm and 6am.
- All night work should be scheduled sympathetically where possible to reduce tiredness.
- Filming night work at the end of a week or a block should take into consideration the 11 hours rest between filming days and the scheduled consecutive rest days. If Dailies work past 9pm they will be paid for the following day (standard working hours for the production) as they will not be available to work the next day.
- If the production requires a turn around to days and doesn't have the ability to clawback the hours then a turnaround day will need to be introduced to the schedule.

TRAVEL

Production and Unit Base

- There will be one designated production base per production and this is usually where the production office is based. The location of the production base will remain constant for the whole shooting period, unless the production relocates to a resident location.
- A resident location is the place of work where it is deemed too far for crew to travel from the production base and therefore overnight accommodation is provided. There is scope for a local discussion between crew members and the production around what is reasonable and applicable to their specific situation.
- If necessary, travel time will be allowed from production base to the resident location. Where it is not possible for all of the crew to be based in the same resident location, travel time will be measured from their individual resident location.

- The unit base is the location for catering, facility vehicles and crew parking when filming on location.

Travel Time

- It will be made known in the deal memo which of the following mileage payments apply to the production:
 - a. **Within The M25:** For London based productions, no payment will be made to crew for time spent or costs associated with travelling to and from any place within the M25. Distance travelled beyond the M25 to the place of work shall be compensated by a mileage payment calculated at £0.45 per mile for those crew members who don't already receive a car allowance. For anyone in receipt of a car allowance, a proportion of their fuel receipts will be paid based upon business mileage.
 - b. **30 Mile Radius:** No payments will be made for time spent or costs associated with travelling to and from any place within 30 road miles of the production base. Distance travelled beyond the 30 road mile point to the place of work shall be compensated by a mileage payment calculated at £0.45 per mile. For anyone in receipt of a car allowance, a proportion of their fuel receipts will be paid based upon business mileage.
- No payments will be made for the time spent or costs associated with travelling from a Worker's home to and from Production Base.
- When using a resident location, 30 minutes travel time will apply from the individual's accommodation.
- Time shall be deducted from the shooting day to account for travel time in excess of 15 minutes between the Unit Base and filming location. If time is not deducted then this time should come off another day in that week or across the block.

Mileage

- All mileage claims for use of personal cars need to be agreed in advance with the Line Producer.
- Mileage will be reimbursed in accordance with HMRC guidelines. The mileage rate of £0.23 per mile should be used by anyone in receipt of a car allowance.
- All fuel claims must be supported by a mileage log and VAT receipts. The mileage log must clearly show that the claim is only for work mileage, so work and the crew member's personal miles must be split out. Claims unsupported by a mileage log will be refused.
- Production requires crew members to:
 - Complete a mileage log including a split of business and personal miles
 - Include the start and end mileage for the work week
 - PAYE workers put your fuel receipts, backed up by a mileage log, on a personal expenses form and hand these into Accounts
 - Gross paid freelance crew should invoice for fuel/mileage backed up with fuel receipts and a mileage log
 - Fuel expenses must be submitted the week following the fuel purchase and must be approved by the Line Producer
 - Mileage payments will be paid on the next payroll after the expenses have been approved

Car Allowance and Hire Car

- If you are receiving a car allowance it is your responsibility to ensure that you are insured to use your vehicle for business purposes. The production is not able to take any responsibility for insurance claims or damage caused to any private vehicle being used for work purposes. Furthermore, private cars are parked at your own risk.
- Where a hire car is required the class of vehicle booked should be the minimum size and specification necessary to allow duties to be performed. Bookings should be made through the BBC's preferred supplier(s). The only persons authorised to drive hire cars are BBC employees, or

appropriately contracted freelancers, who have completed (and had authorised) a Driver Declaration Form. The cost of fuel used on business can be reimbursed by submitting an appropriate receipt accompanied by a mileage log. Alternatively a fuel card may be supplied and a mileage log will need to be completed.

- Crew must complete a mileage log for every journey – outlining production miles and personal miles if claiming mileage allowance/car allowance/hire car.
- In all cases you will be personally responsible for any charges relating to fines, such as parking, congestion charge and other driving penalties.

Drivers' Declaration

- All crew who are required to drive unit vehicles must complete an online BBC Drivers' Declaration form and provide a copy of their driving license before taking charge of their vehicle. This is mandatory and must be completed for each BBC Studios production the crew member is employed on.

Travel on scheduled rest days

- If crew are asked to travel it will be considered a working day and it is not permitted for crew to be instructed / requested to travel on a rest day without payment.
- If a crew member elects to return home on a scheduled rest day when working away abroad on a location, time and costs spent travelling will not be paid.

Air Travel

- If a production is travelling by air, it is the production's responsibility to make the bookings on a scheduled or charter flight that meets the standards set by the Civil Aviation Authority.
- Consideration will be given to scheduling work following a period of air travel, allowing for time change, flight duration and class of cabin.

- Economy class is standard, however class of seating will be considered in line with the requirements of the engagement and a higher class of cabin may be agreed in certain circumstances, e.g. if the individual is required to work straight after a flight of four hours or more. The class of seating will be advised at the point of engagement with the crew member if appropriate.
- The crew member will be responsible for the cost of any personal excess baggage. Where such excess is caused by the carriage of pre-approved tools of the trade, or where agreed in advance between the crew member and the Line Producer, the cost of the excess baggage will be covered by production.

Out of Pocket Expenses

- For those crew members on location or working outside of the UK, if there is a requirement to pay reasonable out of pocket expenses (per diems) this will be agreed with the Line Producer.

MEALS

- All individuals working at a BBC base will have access to catering which they will be expected to pay for.
- If an individual is required to work on location as part of the shooting crew and take a meal break on location this will be supplied by or paid for by the production. If the production reimburses the individual this will be in line with the BBC Studios expenses policy (a link to which can be found at the end of this document).
- A meal break will be scheduled every 6 hours.
- If a meal break is curtailed or interrupted, the individual will be given compensatory rest.

BBC **STUDIOS**

- Where scheduled continuous working days are employed, crew will be given double time back for curtailment of lunch break and a hot meal will be provided for the crew at an appropriate time for their schedule.
- Production is not required to pay expenses or cater meals for those working from home or at premises where food is readily available at the premises and/or nearby.
- Production doesn't pay meal allowances or catering during pre-production, between blocks or during post production.

HOLIDAY ENTITLEMENT

- An individual's leave entitlement will be determined by the type of contract they are on and this will be discussed with the booker/line manager at the point of hiring.
- The production can nominate days on which the crew member is required to take paid leave (including bank holidays). Where such days of paid leave are taken during the course of an engagement, the production shall be entitled to make an appropriate deduction from the crew member's holiday entitlement accruing in connection with that engagement.
- Any request for paid leave made by a crew member on a particular day will be taken into consideration but can't be guaranteed.
- If the individual has not taken their full holiday entitlement as paid leave by the end of their contract, the crew member will receive a holiday payment, equivalent to their basic daily contract rate for the number of days and fractions of days not taken. Calculation of holiday pay by the production is 12.07% of a workers total pay. BBC Studios reserves the right to amend this calculation taking into account any changes in legislation which may occur across the duration that this guide is in place.

BBC STUDIOS

- If at the end of their contract the employee has taken more than their allocated days, they will need to reimburse the production the number of days and fractions of days taken in excess.
- Bank holidays are considered working days. However, wherever possible during prep periods, bank holidays will be scheduled as paid days off. This is at the production's discretion.

HEALTH AND SICKNESS ABSENCE

- Sick Pay entitlement is based on contract type and further information can be found in the BBC's Health and Sickness Absence Policy, a link for which can be found at the end of this document.
- For freelancers, the production will pay SSP where a crew member's engagement meets statutory qualifying criteria and where the worker satisfies statutory requirements in connection with the payment of SSP.

FACILITIES

- All crew will have access to drinking water and toilet facilities to include running water and hand washing facilities at the place of work or within walking distance.

INSURANCE

- The production will put in place Employer's Liability insurance as required by law.
- The production will put in place adequate overseas emergency medical expenses cover for workers required to work outside their country of residence.
- The BBC's insurance policy does not cover a worker's tools of the trade. However, the production may effect adequate insurance for equipment hired from the worker (excluding tools of the trade which the Producer's insurer will not insure, and expects the worker to insure themselves) but

which is not operated or used by the worker themselves, subject to the worker providing an inventory with serial numbers and replacement values to the production office in advance of any damage or loss. The production office will check whether the items can be covered by the production's insurance policy. Until such time that confirmation is received from the production office that cover is in place, the responsibility for insuring their equipment will remain with the worker.

- All instances of loss and damage must be reported to the production office no later than 36 hours after the incident in order to comply with claims reporting conditions. An insurance incident report must be completed in the same time frame.
- Overseas Emergency Medical Expenses:
 - Up to £62,500 for accidental death or permanent incapacity, and up to £200 per week for temporary incapacity after the first 7 days, up to a maximum of 52 weeks.
 - Up to £500,000 in respect of death, injury or illness while on an overseas location (excluding any known pre-existing conditions). This would cover medical and hospital treatment, travel back to the UK, overseas travel and accommodation expenses, and funeral expenses incurred overseas (including returning remains to the UK).
- In the event of the death of a worker engaged while on location in the United Kingdom or overseas, it will be the responsibility of the production to return the remains and the worker's personal effects to the last known residence of the deceased.
- Everyone is responsible for insuring their own personal belongings. This includes clothes, mobile phones, laptops or any other personal items even if they are stolen from technical vehicles at a unit base or a location. Any loss of personal belongings will not be indemnified by the production and should be claimed through your own personal insurance.
- For the purposes of clarity, the above insurance guidance does not extend to service companies that trade in the services of more than one person.

RESPECT AT WORK

- All BBC Studios Scripted Productions are committed to ‘The Pledge’.
- At the start of each production the Executive Producer will read The Pledge to the entire unit and sign it – committing themselves to ensuring that everyone working on the production remains respectful and inclusive and adheres to BBC values – and that they will fully support colleagues who raise legitimate concerns about inappropriate behaviour.
- BBC Studios is committed to ensuring a working environment in which everyone is treated with dignity and respect. The BBC does not tolerate bullying, harassment and/or victimisation and expects everyone working at or with the BBC Studios (including freelancers, sub-contractors and agency workers) to behave respectfully towards others and never act in a way that could be regarded as bullying, harassment and/or victimisation.
- Freelancers are encouraged to raise their concerns informally in the first instance with their HOD, Line Producer, Producer. Should freelancers not feel comfortable raising with these individuals, they should contact the Executive Producer, or a BBC Studios HR representative so that so that steps can be made to respond to the concerns as soon as possible.
- For freelancers, the same principles of fairness and objectivity will be applied. Any concerns expressed will be treated fairly and objectively without victimisation or detriment.
- Access to the BBC Studios’ full Anti Bullying and Harassment Policy will be made available to everyone on the production. The policy goes into detail on how you can raise your concern. The policy also provides guidance on definitions of what may be considered bullying/harassment.

SUPPORT FOR PERSONAL CIRCUMSTANCES

- We appreciate that support and consideration is needed for individual circumstances to let you work in a way that may support your needs whether that be in relation to your physical or mental health, or your personal family situation or circumstances. We are open to considering reasonable adjustments to support you on the production. Please do speak to your Head of Department who can consider any such adjustments.

SAFETY AND MANDATORY TRAINING

- BBC Studios as employers have a duty of care to all workers and must ensure they have in place a robust health and safety policy that takes into account all stages of production, including prep, filming and post-production that is compliant with all relevant health and safety legislation and satisfies any commissioning broadcaster requirements. Producers agree to ensure their health and safety policies are made available to workers.
- Every crew member has an individual responsibility to ensure that their work is carried out in accordance with BBC Health and Safety Guidelines. Please note the Heads of Department must ensure all necessary mandatory training is completed by their teams.
- All crew members working on a BBC Studios production are required to complete the face to face and online mandatory training courses assigned to them.

ESCALATION

- We encourage that in the first instance crew are to raise any issues that they have in respect of this guide with their respective HoD. If appropriate, and required, further escalation should be raised through the Line Producer and/or Production Executive. Individuals may wish to liaise with their local trade union representative if appropriate. We will always work to constructively resolve any concern or issue raised.

- Should the matter not be resolved locally, the matter may be raised with your local BBC Studios HR representative with a view to resolving any issues raised.
- Notwithstanding the above, the decision of the production is final.

CONCLUSION

We hope this guide provides you with all the necessary information with regards to how we operate as a business, however if you have any questions please don't hesitate to speak to your line manager, any senior member of the production or your HR representative.

Your health and welfare is paramount and we are constantly looking for ways to improve how we operate. If you have a problem or feel that there is something which needs to be addressed, please do not hesitate to raise these matters.

BBC STUDIOS POLICIES

Please acquaint yourself with all the relevant BBC/BBC Studios policies. Should you not have access to the below, please contact the Production Office.

BBC Health & Safety Policy Statement

BBCS Anti Bullying & Harassment Policy

BBCS Protected Disclosure Policy – 'Whistle Blowing'

BBC Working with Children Policy

BBC Sustainability Policy

Data Protection Guide

BBCS Expenses Policy

BBCS Production Pledge

APPENDICES

Appendix 1: Additional Contracted Hour

- This guide outlines the departments which are engaged to provide and are paid for 10 + 1 + 1 contracted hours during the shooting period only. Where appropriate and required, the following departments may also be added into the additional contracted hour arrangement at the Productions' discretion:
 - Assistant Directors
 - Locations
 - Production
 - Script Supervisors

In addition to the above, due to the fact that the following crew work in prep-only roles they should only be contracted on a prep period contract and therefore should not receive the ACH. This also applies to prep/non-shoot days for all crew working within these departments.

- Costume workshops
- Location Scouts

Appendix 2: Local Arrangements

- It is recognised that there may be occasions where both crew and production agree an amendment to the guide as a local agreement to suit the needs of the production and crew. Such local arrangements are permissible providing that the production has reasonably discussed and agreed these with the crew.