



Things To Look Out For in a Contract

Unscripted Freelancer Pack

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Your contract is your agreement between you and the company you are working for. It sets out the agreed terms of your employment and protects both you and the company in the event there's any disagreement. This is unusual, but it's important to know where you stand.

1. **The basics** - check the basic details are all correct - your name, job role, address, DoB, NI Number, contract start and finish dates.
2. **Rate** - check your rate is as agreed.
3. **Holiday & Holiday pay** - if you are PAYE or Sch D (Sole Trader) please check that holiday pay is on top of your agreed rate.

Is there a contractual expectation that you will take all your holiday within the contract?

Is this realistic? If not, raise with your Line Manager and/or PM at the earliest opportunity and confirm any unpaid holiday will be paid to you at the end of your contract.

More info can be found in the Unscripted Tax Guide.

4. **Exclusivity** - does the contract stipulate that you are exclusive to the company for the duration of the contract? This means you cannot take other work while working for the company. If you intend to work for multiple companies due to being part time or only booked for certain days - ensure the exact days or days of the week are detailed in the contract.
5. **Days per week worked and hours of work** - we'd advise that your contract and therefore rate is based on a 5 day week, some contracts will specify a 6 day week meaning no days off in lieu until you work 7 days. If a 6 day week is specified you should raise this with your line manager/production manager if it wasn't mentioned when you quoted your rate and state that your rate is based on a 5 day week. It's increasingly common for freelancers to state when asked their rate at an interview that it is based on a 5 day week - don't feel afraid to do this when asked the rate question at interview or via email, but it is important to agree *before* you sign and return your contract.
6. **Days off in lieu** - is there any mention of days off in lieu if you work more than 5 days a week? If it's not possible to take these during the contract, will you be paid for the additional days worked at the end of the contract?
7. **Place of work/Production Base** - Your place or work/production base should be stated and therefore travel to any other location as part of your job should be paid by the production company.

8. **Expenses** - is there information on how to claim expenses / who approves them and when they are paid? Are you expected to pay expenses up front rather than receiving a float/petty cash?
7. **Sick pay** - are there any clauses confirming what happens if/when you are off sick? If PAYE / Sch D you should be entitled to Statutory Sick Pay - ensure this is in the contract.
8. **Credit** - is there a clause stating you will receive an on-screen credit? This will almost always be subject to production company and/or broadcaster approval but it should still be there as an indication of the intention to credit and stating what that credit should be.
9. **Insurance** - it is becoming increasingly common for production companies to ask freelancers to have their own insurance. If you have been advised to do this please contact Bectu for further advice on it. The production insurance should cover anyone working on that production although if you are providing any equipment, including laptops, to the production it is worth checking they will be covered under this insurance with your Production Manager.
10. **Counter signature** - once you have agreed and signed your contract you should receive a copy counter signed by the production company. The contract will not be legally enforceable without it!
11. **Covid-19 clauses** - during the pandemic there have been a variety of clauses added to contracts regarding what happens if a production is suspended due to Covid-19 or if you contract it - these often include unpaid periods of suspension at no notice during which you are expected to remain exclusive to the company. It's worth asking to replace the exclusivity with 'first call' meaning if you get offered something else during the suspension you would first offer your paid services to the company who have suspended production before accepting other work.

Failing this, a retainer should be paid for at least one week during a suspension.

As we come out of the pandemic its likely production companies may not update these clauses - if there are no Covid-19 restrictions in place (including no self-isolation) there is a question as to whether Covid-19 should be treated differently to any other illness therefore you can ask if they could be removed.

12. **Questions/queries** - For any questions on your contract you should in the first instance raise them with your Production Manager - remember though that they are not necessarily contractual / legal experts and they may need to refer to their HR / Legal departments for clarification.

If you are unable to resolve any contractual issues or require independent advice you should contact your Bectu representative, for UTVU this is Arun Devasia - ADevasia@bectu.org.uk or call 020 7346 0900